

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	13-09-2022 13:00:00
<b>Bid Opening Date/Time</b>	13-09-2022 13:30:00
<b>Bid Offer Validity (From End Date)</b>	65 (Days)
<b>Ministry/State Name</b>	Pmo
<b>Department Name</b>	Department Of Atomic Energy
<b>Organisation Name</b>	Uranium Corporation Of India Limited
<b>Office Name</b>	Jaduguda
<b>Total Quantity</b>	930
<b>Item Category</b>	OEM / Compatible Cartridge / Consumable (Q2)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	3 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)</b>	9 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	1 Year (s)
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover,Additional Doc 1 (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
<b>Past Performance</b>	30 %
<b>Bid to RA enabled</b>	No
<b>Primary product category</b>	OEM / Compatible Cartridge / Consumable
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	1.10
EMD Amount	10078

**ePBG Detail**

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	4

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

Manager (A/Cs) PAS

Accounts, Department ,Uranium Corporation of India Limited , PO : Jaduguda Mines ,Jharkhand-832102  
(Rahul Singh)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	Yes
-------------------------	-----

**MSE Purchase Preference**

MSE Purchase Preference	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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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. 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.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product

during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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.

6. 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 .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

### **OEM / Compatible Cartridge / Consumable ( 600 pieces )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Registered Brand
------------	------------------

#### **Technical Specifications**

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Specification	<b>Type of Replacement Cartridge/Consumable</b>	Toner
	<b>Product Class of Replacement Cartridge/Consumable</b>	Compatible
	<b>Print Color of Replacement Cartridge/Consumable</b>	Black

Specification	Specification Name	Bid Requirement (Allowed Values)
	<b>Brand of OEM Cartridge/Consumable for which Replacement Cartridge/Consumable is suitable</b>	HP
	Model number of OEM Cartridge/Consumable for which Replacement Cartridge/Consumable is suitable	HP 88A Black Original LaserJet Toner Cartridge
	<b>Brand of OEM Printer / MFP etc for which Replacement Cartridge/Consumable is suitable</b>	HP
	<b>Model Number/Numbers of OEM Printer /MFP etc for which Replacement Cartridge/Consumable is suitable</b>	HP LaserJet P1007 Printer, HP LaserJet P1106 Printer, HP LaserJet Pro MFP M226dn Printer
	Model Number of Replacement Cartridge/Consumable offered	CTC-388A

Specification	Specification Name	Bid Requirement (Allowed Values)
	Minimum Yield of the Replacement Cartridge / Consumable offered as per ISO/IEC:19752/2004(E)for BK & ISO/IEC:19798/2007(E) for colour (Wherever applicable) offered (Should not be less than the yield of the OEM product) (Number of Pages)	500, 650, 700, 1000, 1200, 1300, 1400, 1500, 1600, 1670, 1700, 2000, 2100, 2200, 2300, 2400, 2500, 2800, 2900, 3100, 3400, 4000, 4100, 4200, 5000, 5100, 5400, 5900, 6000, 6300, 6400, 6500, 7000, 7400, 7500, 7600, 7700, 8300, 8400, 9100, 10000, 10200, 11000, 12000, 13000, 14600, 15100, 15200, 16500, 17000, 17600, 18000, 19000, 19400, 20000, 20500, 21000, 21500, 23000, 23600, 24000, 25000, 25500, 26900, 27000, 30000, 30200, 34200, 35500, 36000, 37500, 37900, 38000, 38400, 39500, 42100, 43000, 44000, 45600, 51500, 53000, 54000, 54500, 55000, 56000, 59000, 60000, 61000, 61700, 66000, 69000, 70000, 71600, 75000, 78000, 84000, 85000, 89000, 97000, 112000, 132000, 135000, 137000, 140000, 141000, 153000, 168000, 169000, 171000, 176000, 185000, 214000, 221000, 222000, 280000, 314000, 318000, 330000, 338000, 390000, 417000, 490000, 491000, 494000, 890000, 930000, 1500000, 3000000, 6000000, 8000, 15000, 16000, 27500, 35000, 40000, 50000, 80000, 83000, 100000, 150000, 180000, 200000, 300000, 360000, 400000, 800000, 17500, 19800, 24500, 26500, 26800, 29000, 29500, 33600, 43900, 60100, 73000, 77400, 88700, 106600, 18400, 17400, 520, 550, 600, 750, 800, 825, 850, 860, 900, 930, 1050, 1100, 1250, 1330, 1350, 1420, 1520, 1550, 1800, 2090, 2325, 2450, 2560, 2600, 2700, 3000, 3150, 3200, 3500, 4400, 4500, 5500, 6600, 6900, 7300, 8500, 8550, 8600, 9000, 9200, 9500, 9800, 10500, 11500, 12200, 12500, 13500, 13700, 14000, 19500, 22000, 22500, 28000, 31500, 32000, 32200, 33000, 33700, 34500, 41000, 48000, 58000, 65000, 71000, 115000, 145000, 160000, 225000, 320000, 396000, 52000, 600000, 15500, 130000, 95000, 26000, 500000, 125000, 31300, 18300, 190000, 34300, 87000, 34000, 31700, 67000, 17200, 89600, 25900, 46000, 46700, 10300, 5300, 3300, 17800, 68000, 4800, 10100, 25300, 12100, 37000, 17300, 90000, 21200, 9600, 82000, 18900, 71500, 16800, 86000, 39200, 6700 Or higher

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	600	30

**OEM / Compatible Cartridge / Consumable ( 300 pieces )****(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Registered Brand
------------	------------------

**Technical Specifications**[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Specification	<b>Type of Replacement Cartridge/Consumable</b>	Toner
	<b>Product Class of Replacement Cartridge/Consumable</b>	Compatible
	<b>Print Color of Replacement Cartridge/Consumable</b>	Black
	<b>Brand of OEM Cartridge/Consumable for which Replacement Cartridge/Consumable is suitable</b>	HP
	Model number of OEM Cartridge/Consumable for which Replacement Cartridge/Consumable is suitable	HP 78A Black Original LaserJet Toner Cartridge
	<b>Brand of OEM Printer / MFP etc for which Replacement Cartridge/Consumable is suitable</b>	HP
	<b>Model Number/Numbers of OEM Printer /MFP etc for which Replacement Cartridge/Consumable is suitable</b>	HP LaserJet P1006 Printer
	Model Number of Replacement Cartridge/Consumable offered	CTC-78A

Specification	Specification Name	Bid Requirement (Allowed Values)
	Minimum Yield of the Replacement Cartridge / Consumable offered as per ISO/IEC:19752/2004(E)for BK & ISO/IEC:19798/2007(E) for colour (Wherever applicable) offered (Should not be less than the yield of the OEM product) (Number of Pages)	650, 700, 1000, 1200, 1300, 1400, 1500, 1600, 1670, 1700, 2000, 2100, 2200, 2300, 2400, 2500, 2800, 2900, 3100, 3400, 4000, 4100, 4200, 5000, 5100, 5400, 5900, 6000, 6300, 6400, 6500, 7000, 7400, 7500, 7600, 7700, 8300, 8400, 9100, 10000, 10200, 11000, 12000, 13000, 14600, 15100, 15200, 16500, 17000, 17600, 18000, 19000, 19400, 20000, 20500, 21000, 21500, 23000, 23600, 24000, 25000, 25500, 26900, 27000, 30000, 30200, 34200, 35500, 36000, 37500, 37900, 38000, 38400, 39500, 42100, 43000, 44000, 45600, 51500, 53000, 54000, 54500, 55000, 56000, 59000, 60000, 61000, 61700, 66000, 69000, 70000, 71600, 75000, 78000, 84000, 85000, 89000, 97000, 112000, 132000, 135000, 137000, 140000, 141000, 153000, 168000, 169000, 171000, 176000, 185000, 214000, 221000, 222000, 280000, 314000, 318000, 330000, 338000, 390000, 417000, 490000, 491000, 494000, 890000, 930000, 1500000, 3000000, 6000000, 8000, 15000, 16000, 27500, 35000, 40000, 50000, 80000, 83000, 100000, 150000, 180000, 200000, 300000, 360000, 400000, 800000, 17500, 19800, 24500, 26500, 26800, 29000, 29500, 33600, 43900, 60100, 73000, 77400, 88700, 106600, 18400, 17400, 750, 800, 825, 850, 860, 900, 930, 1050, 1100, 1250, 1330, 1350, 1420, 1520, 1550, 1800, 2090, 2325, 2450, 2560, 2600, 2700, 3000, 3150, 3200, 3500, 4400, 4500, 5500, 6600, 6900, 7300, 8500, 8550, 8600, 9000, 9200, 9500, 9800, 10500, 11500, 12200, 12500, 13500, 13700, 14000, 19500, 22000, 22500, 28000, 31500, 32000, 32200, 33000, 33700, 34500, 41000, 48000, 58000, 65000, 71000, 115000, 145000, 160000, 225000, 320000, 396000, 52000, 600000, 15500, 130000, 95000, 26000, 500000, 125000, 31300, 18300, 190000, 34300, 87000, 34000, 31700, 67000, 17200, 89600, 25900, 46000, 46700, 10300, 5300, 3300, 17800, 68000, 4800, 10100, 25300, 12100, 37000, 17300, 90000, 21200, 9600, 82000, 18900, 71500, 16800, 86000, 39200, 6700 Or higher

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	300	30

**OEM / Compatible Cartridge / Consumable ( 30 pieces )****(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Registered Brand
------------	------------------

**Technical Specifications**\* As per GeM Category Specification

Specification	Specification Name	Bid Requirement (Allowed Values)
Specification	<b>Type of Replacement Cartridge/Consumable</b>	Toner
	<b>Product Class of Replacement Cartridge/Consumable</b>	OEM
	<b>Print Color of Replacement Cartridge/Consumable</b>	Black
	<b>Brand of OEM Cartridge/Consumable for which Replacement Cartridge/Consumable is suitable</b>	HP
	Model number of OEM Cartridge/Consumable for which Replacement Cartridge/Consumable is suitable	NA for OEM Product Class
	<b>Brand of OEM Printer / MFP etc for which Replacement Cartridge/Consumable is suitable</b>	HP
	<b>Model Number/Numbers of OEM Printer /MFP etc for which Replacement Cartridge/Consumable is suitable</b>	HP LaserJet Enterprise 700 M712dn Printer, HP LaserJet Enterprise 700 M712n Printer, HP LaserJet Enterprise MFP M725dn Printer, HP LaserJet Enterprise MFP M725f Printer, HP LaserJet Enterprise MFP M725z Printer
	Model Number of Replacement Cartridge/Consumable offered	HP 14X Black Contract LaserJet Toner Cartridge - CF214XC



Specification	Specification Name	Bid Requirement (Allowed Values)
	Minimum Yield of the Replacement Cartridge / Consumable offered as per ISO/IEC:19752/2004(E)for BK & ISO/IEC:19798/2007(E) for colour (Wherever applicable) offered (Should not be less than the yield of the OEM product) (Number of Pages)	17600, 18000, 19000, 19400, 20000, 20500, 21000, 21500, 23000, 23600, 24000, 25000, 25500, 26900, 27000, 30000, 30200, 34200, 35500, 36000, 37500, 37900, 38000, 38400, 39500, 42100, 43000, 44000, 45600, 51500, 53000, 54000, 54500, 55000, 56000, 59000, 60000, 61000, 61700, 66000, 69000, 70000, 71600, 75000, 78000, 84000, 85000, 89000, 97000, 112000, 132000, 135000, 137000, 140000, 141000, 153000, 168000, 169000, 171000, 176000, 185000, 214000, 221000, 222000, 280000, 314000, 318000, 330000, 338000, 390000, 417000, 490000, 491000, 494000, 890000, 930000, 1500000, 3000000, 6000000, 27500, 35000, 40000, 50000, 80000, 83000, 100000, 150000, 180000, 200000, 300000, 360000, 400000, 800000, 17500, 19800, 24500, 26500, 26800, 29000, 29500, 33600, 43900, 60100, 73000, 77400, 88700, 106600, 18400, 19500, 22000, 22500, 28000, 31500, 32000, 32200, 33000, 33700, 34500, 41000, 48000, 58000, 65000, 71000, 115000, 145000, 160000, 225000, 320000, 396000, 52000, 600000, 130000, 95000, 26000, 500000, 125000, 31300, 18300, 190000, 34300, 87000, 34000, 31700, 67000, 89600, 25900, 46000, 46700, 17800, 68000, 25300, 37000, 90000, 21200, 82000, 18900, 71500, 86000, 39200 Or higher

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	30	30

#### Buyer Added Bid Specific Terms and Conditions

##### 1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

##### 2. 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.

### 3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1) Earnest Money Deposit.: Bidders who are not exempted for EMD as per GEM exemption rule, has to upload scanned copy of EMD document along with bid and hard copy of the same must be sent within 05 days of bid end date to the following address :

Controller of Store & Purchase, Purchase Dept, Uranium Corporation of India Limited, Po: Jaduguda Mines, East Singhbhum, Jharkhand - 832102.

2) Bidders shall submit their offer strictly as per specification and scope given in the bid. Bidders shall also comply additional specification given in the bid, failing which offer will liable to be rejected. Conditional offer will also liable to be rejected.

3) Subsequent to bid opening, if it is found that bids submitted by related parties in which there seems to be collusion are liable to be rejected. Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial and / or operating decision.

4) Material is required to be supplied on FOR-destination duly unloaded & insured basis.

### 4. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

### 5. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of URANIUM CORPORATION OF INDIA LTD. payable at STATE BANK OF INDIA ,JADUGUDA ,BRANCH CODE 0227.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 6. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of URANIUM CORPORATION OF INDIA LTD. payable at STATE BANK OF INDIA ,JADUGUDA ,BRANCH CODE 0227.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 7. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of URANIUM CORPORATION OF INDIA LTD. payable at STATE BANK OF INDIA ,JADUGUDA ,BRANCH CODE 0227. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

### 8. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): Not Required

Post Receipt Inspection at consignee site before acceptance of stores: carried out by concerned user at our store/site and it will be final and binding for supplier.

## 9. 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 %.

## 10. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

## 11. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

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

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.

---Thank You---