

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-06-2025 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-06-2025 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo
Department Name/विभाग का नाम	Department Of Atomic Energy
Organisation Name/संगठन का नाम	Uranium Corporation Of India Limited
Office Name/कार्यालय का नाम	Jaduguda
क्रैता ईमेल/Buyer Email	jadpur1@ucil.gov.in
Total Quantity/कुल मात्रा	180
Item Category/मद केटेगरी	Toner Cartridges / Ink Cartridges / Consumables for Printers (Q2)
OEM Average Turnover (Last 3 Years)/मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)	1 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	1 Year (s)
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	Experience Criteria,Past Performance,Certificate (Requested in ATC),OEM Annual Turnover *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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes

Bid Details/बिड विवरण	
Past Performance/विगत प्रदर्शन	30 %
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Toner Cartridges / Ink Cartridges / Consumables for Printers
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
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder

seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.

4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.

5. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC 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.

6. 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.

7. 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.

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. 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.

## **Toner Cartridges / Ink Cartridges / Consumables For Printers ( 100 pieces )**

### **Technical Specifications/तकनीकी विशिष्टियाँ**

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

<b>Specification</b>	<b>Specification Name/विशिष्टि का नाम</b>	<b>Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य</b>
GENERIC	<b>Product Class of Cartridge</b>	Compatible
	<b>Name of the OEM/Compatible Manufacturer of Cartridge/Consumable Offered</b>	Rx Infotech Private Limited

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Printer/Multifunction Machines Brand for which offered Cartridge/Consumable is Suitable	HP
	Type of Cartridge/Consumable	Toner Cartridge
	Color of the Ink/Toner	Black
	Model Number of OEM's Printer/OEM's Multi Function Machine	HP DesignJet Z9+, HP Designjet Z9, HP LaserJet P1007 Printer, HP LaserJet P1008 Printer, HP LaserJet Pro MFP M226dn Printer, HP LaserJet Pro MFP M226dw Printer, LBP6018b / LBP6030b / LBP6030w / MF3010
	Model Number of OEM's Printer Cartridge/Consumable	HP 88X Blk Contract LJ Toner Cartridge-CC388XC
	Model Number of cartridges /Consumable offered by compatible manufacturer	LPC388A
	Minimum Yield of the Replacement Cartridge/Consumable offered (Number of Pages)	1001 to 2000, 2001 to 5000, 5001 to 10000, 10001 to 15000, 15001 to 20000, 20001 to 30000, 30001 to 40000, 40001 to 50000, 50001 to 70000, 70001 to 100000, 100001 to 500000, 500001 to 1000000, 1000001 to 1500000 Or higher

**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	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	100	90

**Toner Cartridges / Ink Cartridges / Consumables For Printers ( 30 pieces )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

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

Specification	Specification Name/विशिष्ट का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERIC	Product Class of Cartridge	Compatible
	Name of the OEM/Compatible Manufacturer of Cartridge/Consumable Offered	Rx Infotech Private Limited
	Printer/Multifunction Machines Brand for which offered Cartridge/Consumable is Suitable	HP
	Type of Cartridge/Consumable	Toner Cartridge
	Color of the Ink/Toner	Black
	Model Number of OEM's Printer/OEM's Multi Function Machine	HP DesignJet T130, HP DesignJet Z6810, HP LaserJet M1319f MFP Printer
	Model Number of OEM's Printer Cartridge/Consumable	HP 12X Blk Contract LJ Toner Cartridge-Q2612XC
	Model Number of cartridges /Consumable offered by compatible manufacturer	LPC2612A
	Minimum Yield of the Replacement Cartridge/Consumable offered (Number of Pages)	1001 to 2000, 2001 to 5000, 5001 to 10000, 10001 to 15000, 15001 to 20000, 20001 to 30000, 30001 to 40000, 40001 to 50000, 50001 to 70000, 70001 to 100000, 100001 to 500000, 500001 to 1000000, 1000001 to 1500000 Or higher

**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	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	30	90

**Toner Cartridges / Ink Cartridges / Consumables For Printers ( 20 pieces )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERIC	<b>Product Class of Cartridge</b>	Compatible
	<b>Name of the OEM/Compatible Manufacturer of Cartridge/Consumable Offered</b>	Promex Technologies
	<b>Printer/Multifunction Machines Brand for which offered Cartridge/Consumable is Suitable</b>	HP
	<b>Type of Cartridge/Consumable</b>	Toner Cartridge
	<b>Color of the Ink/Toner</b>	Black
	<b>Model Number of OEM's Printer/OEM's Multi Function Machine</b>	HP LaserJet M208dw Printer, HP LaserJet MFP M232dwc Printer, HP LaserJet MFP M232dw Printer, HP LaserJet MFP M233dw Printer, HP LaserJet MFP M233sdn Printer
	<b>Model Number of OEM's Printer Cartridge/Consumable</b>	HP 137A Blk LaserJet Toner Cartridge-W1370A
	<b>Model Number of cartridges /Consumable offered by compatible manufacturer</b>	NXM 137A
	<b>Minimum Yield of the Replacement Cartridge/Consumable offered (Number of Pages)</b>	2001 to 5000, 5001 to 10000, 10001 to 15000, 15001 to 20000, 20001 to 30000, 30001 to 40000, 40001 to 50000, 50001 to 70000, 70001 to 100000, 100001 to 500000, 500001 to 1000000, 1000001 to 1500000 Or higher

**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
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	20	90

### Toner Cartridges / Ink Cartridges / Consumables For Printers ( 10 pieces )

#### Technical Specifications/तकनीकी विशिष्टियाँ

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERIC	<b>Product Class of Cartridge</b>	Compatible
	<b>Name of the OEM/Compatible Manufacturer of Cartridge/Consumable Offered</b>	Promex Technologies
	<b>Printer/Multifunction Machines Brand for which offered Cartridge/Consumable is Suitable</b>	HP
	<b>Type of Cartridge/Consumable</b>	Toner Cartridge
	<b>Color of the Ink/Toner</b>	Black
	<b>Model Number of OEM's Printer/OEM's Multi Function Machine</b>	HP Lasdrjet Pro MFP M329dw, HP LaserJet Enterprise M407dn, HP LaserJet Enterprise MFP M431f, HP LaserJet Pro M305d, HP LaserJet Pro M305dn, HP LaserJet Pro M405d, HP LaserJet Pro M405dn, HP LaserJet Pro M405dw, HP LaserJet Pro M405n, HP LaserJet PRO MFP M329dn, HP LaserJet Pro MFP M429dw Printer, HP LaserJet Pro MFP M429fdn Printer, HP LaserJet Pro MFP M429fdw Printer
	<b>Model Number of OEM's Printer Cartridge/Consumable</b>	HP 77A Black LaserJet Toner Cartridge-CF277A
	<b>Model Number of cartridges /Consumable offered by compatible manufacturer</b>	NXM 277A
	<b>Minimum Yield of the Replacement Cartridge/Consumable offered (Number of Pages)</b>	2001 to 5000, 5001 to 10000, 10001 to 15000, 15001 to 20000, 20001 to 30000, 30001 to 40000, 40001 to 50000, 50001 to 70000, 70001 to 100000, 100001 to 500000, 500001 to 1000000, 1000001 to 1500000 Or higher

**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	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	10	90

**Toner Cartridges / Ink Cartridges / Consumables For Printers ( 20 pieces )****Technical Specifications/तकनीकी विशिष्टियाँ**

\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERIC	<b>Product Class of Cartridge</b>	Compatible
	<b>Name of the OEM/Compatible Manufacturer of Cartridge/Consumable Offered</b>	Promex Technologies
	<b>Printer/Multifunction Machines Brand for which offered Cartridge/Consumable is Suitable</b>	HP
	<b>Type of Cartridge/Consumable</b>	Toner Cartridge
	<b>Color of the Ink/Toner</b>	Black
	<b>Model Number of OEM's Printer/OEM's Multi Function Machine</b>	HP LaserJet M1536dnf MFP Printer, HP LaserJet P1566 Printer, HP LaserJet P1606dn Printer
	<b>Model Number of OEM's Printer Cartridge/Consumable</b>	HP CE278AC Blk Contract LJ Toner Cartridge-CE278AC
	<b>Model Number of cartridges /Consumable offered by compatible manufacturer</b>	NXM 278A



Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Minimum Yield of the Replacement Cartridge/Consumable offered (Number of Pages)	1001 to 2000, 2001 to 5000, 5001 to 10000, 10001 to 15000, 15001 to 20000, 20001 to 30000, 30001 to 40000, 40001 to 50000, 50001 to 70000, 70001 to 100000, 100001 to 500000, 500001 to 1000000, 1000001 to 1500000 Or higher

**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	Supriyo Sarkar	832102,UCIL JADUGUDA STORE CHIEF SUPERINTENDENT STORE AT/PO-JADUGUDA MINES MAIN BUILDING URANIUM CORPORATION OF INDIA LTD Ph No : 9431139916	20	90

**Special terms and conditions-Version:2 effective from 15-10-2024 for category Toner Cartridges / Ink Cartridges / Consumables for Printers**

1. Category cover 2 classes of products namely OEM Cartridges and Compatible Cartridges
2. For Parameter "Product Class of Cartridge", "OEM" shall mean OEM for Printers only and not OEM for compatible cartridges. "Compatible" shall mean OEM of compatible cartridges only.
3. OEM Cartridge covered is the cartridge having the brand of the respective printer OEM. Compatible Cartridge is the cartridge having the brand different than the respective printer brand or is manufactured by an entity other than OEM of the printer and is meant to fit in a particular printer for replacing OEM Cartridges.
4. Printer OEMs who are given entry in the category and allowed Dashboards can upload catalogues of OEM Cartridges choosing product class option as OEM. Compatible OEMs are those entities who are vendor-assessed as per the special VA criteria applicable (Available on GeM Website) by Vendor assessment agency of Government e marketplace. They are required to upload catalogues strictly in terms of the VA report and choosing product class option as compatible. Any deviations by OEMs/Compatible OEMs in appropriate product class option shall be viewed seriously and result in administrative actions against the respective seller.
5. Against parameter Type of Replacement Cartridge/Consumable options applicable depending on the type as cartridge or consumable is to be chosen while creating catalogue. For example if ink bottle or toner powder bottle are being uploaded the relevant option to be chosen as consumable and if toner cartridge is being uploaded option to be chosen as toner cartridge
6. Parameter model Number of OEM Printer /MFP etc., for which offered Cartridge/Consumable is suitable will guide the buyer in identifying the OEM or compatible cartridge to be procured for a specific printer. While creating catalogues sellers are to ensure that options are chosen according to the printer model for which offered cartridge is suitable
7. Model Number of cartridges/Consumable offered by compatible manufacturer indicate suitability of offered compatible cartridge with the OEM Cartridge model. For OEM also options covering their cartridge model numbers are included against parameter Model number of OEM's Printer Cartridge/Consumable. This details along with printer model for which offered cartridge/consumable

is suitable shall help in identifying suitability of offered cartridge/consumable by buyers for the printers/multifunction machines available with them

8. Both Printer OEMs who are uploading catalogues for their OEM cartridges as well as compatible OEMs are required to get the model/Part Nos included in drop-down options. Compatible OEMs are required to get their model nos included in the drop-down options for selection during the creation of catalogues. They are required to submit a list of compatible model nos through the help desk for inclusion and shall create catalogues selecting their model nos only after inclusion. Creation of catalogues choosing incorrect model nos shall be viewed seriously and may result in removal of catalogues in addition to other administrative actions. Compatible OEMs are also required to ensure that they do not indicate their model no or part no in any manner resembling OEM model/Part No to avoid confusion to the buyers.
9. Name of the OEM of Cartridge/Consumable offered shall indicate Printer OEM or name of compatible OEM as per VA report. Printer OEM or compatible OEM are to upload catalogues only choosing their name from drop down options. After completion of VA, sellers should approach GeM through help desk to get name included under options provided against this parameter. Dashboard should be taken for creating catalogue only after including name.
10. The buyers are requested to note that, when the OEM cartridges for different brands of printers are procured through bunch bids, they should opt for item-wise evaluation and not a total value-wise evaluation. This shall ensure that resellers of only one of the printer brands will also be able to participate in the bid. In the event of total value-wise evaluation only entities who are resellers for both the printers' brands shall be able to participate. Further OEM and compatible cartridges may not be bunched together.

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

### **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) 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.

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

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

4) Deviation of Order quantity: Up to 10% variations in the execution of purchase order of the total order value for sanctioned order value is allowed without issue of amendment / revision in the purchase order.

### **5) DISPUTE RESOLUTION MECHANISM AND JURISDICTION:**

**CONCILIATION :**Notwithstanding anything contained in this contract, any disputes or differences whatsoever, which are to be settled amicably between the parties with their authorized representatives, shall be resolved through conciliation.

**MEDIATION :**Any disputes or differences, which are not settled amicably through conciliation,

then either of the parties, may approach for Mediation to settle under Mediation Act, 2023. The procedure is to be followed as prescribed in the Mediation Act, 2023 amended from time to time.

**AMRCD:** Any disputes or differences between the parties are not settled amicably with conciliation and/or Mediation, then such disputes or differences shall be resolved through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD). Any disputes or differences relating to interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts, inter-se and also between CPSE(s) and Government Department(s) / Organization(s) shall be taken by either party for its resolution through AMRCD.

**ARBITRATION :** Any disputes or differences where clause no. iii is not applicable, the parties may go for arbitration as per the provisions of Arbitration & Conciliation Act, 1996 provided the dispute is restricted to less than Rs. 10 Cr. (Ten Crores). This amount is with reference to the **value of the dispute** and not the **value of the contract** which may be much higher. In all other cases, arbitration shall not be a method of dispute resolution arising out of this contract.

**JURISDICTION :** If the matter is not resolved through above means, the dispute shall be resolved in civil court of law at Jharkhand only.

#### 4. Past Project Experience

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria: a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed. b. Execution certificate by client with contract value. c. Any other document in support of contract execution like Third Party Inspection release note, etc.

#### 5. 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.

#### 6. 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 %.

#### 7. 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.

#### 8. 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/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.
15. 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.
16. 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 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---**