

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण / Bid Details                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय / Bid End Date/Time                                                                                                                                                                               | 20-01-2026 12:00:00                                                                                                                                                                                                                                                                      |
| बिड खुलने की तारीख/समय / Bid Opening Date/Time                                                                                                                                                                              | 20-01-2026 12:30:00                                                                                                                                                                                                                                                                      |
| बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)                                                                                                                                                 | 180 (Days)                                                                                                                                                                                                                                                                               |
| मंत्रालय/राज्य का नाम / Ministry/State Name                                                                                                                                                                                 | Pmo                                                                                                                                                                                                                                                                                      |
| विभाग का नाम / Department Name                                                                                                                                                                                              | Department Of Atomic Energy                                                                                                                                                                                                                                                              |
| संगठन का नाम / Organisation Name                                                                                                                                                                                            | Uranium Corporation Of India Limited                                                                                                                                                                                                                                                     |
| कार्यालय का नाम / Office Name                                                                                                                                                                                               | Jaduguda                                                                                                                                                                                                                                                                                 |
| कुल मात्रा / Total Quantity                                                                                                                                                                                                 | 2                                                                                                                                                                                                                                                                                        |
| वस्तु श्रेणी / Item Category                                                                                                                                                                                                | Computer Printer (V2) (Q2)                                                                                                                                                                                                                                                               |
| मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का) / OEM Average Turnover (Last 3 Years)                                                                                                                                    | 1 Lakh (s)                                                                                                                                                                                                                                                                               |
| उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service                                                                                                            | 1 Year (s)                                                                                                                                                                                                                                                                               |
| वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover                                                                                                                | Yes   Complete                                                                                                                                                                                                                                                                           |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover                                                                                                | Yes   Complete                                                                                                                                                                                                                                                                           |
| विक्रेता से मांगे गए दस्तावेज़ / Document required from seller                                                                                                                                                              | Experience Criteria, Past Performance, Certificate (Requested in ATC), OEM Annual Turnover<br>*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 मेन् 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 विवरण/Bid Details                                                                                                                                                                        |                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / <b>Minimum number of bids required to disable automatic bid extension</b>                                             | 1                           |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>                                                                   | 7                           |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>                                                                                                         | 1                           |
| विगत प्रदर्शन / <b>Past Performance</b>                                                                                                                                                      | 30 %                        |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled                                                                                                                                           | No                          |
| बिड का प्रकार/ <b>Type of Bid</b>                                                                                                                                                            | Two Packet Bid              |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / <b>Time allowed for Technical Clarifications during technical evaluation</b>                                                    | 2 Days                      |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/ <b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b> | No                          |
| मूल्यांकन पद्धति/ <b>Evaluation Method</b>                                                                                                                                                   | Total value wise evaluation |
| वित्तीय दस्तावेज की आवश्यकता है / <b>Financial Document Required</b>                                                                                                                         | Yes                         |
| मध्यस्थता खंड/ <b>Arbitration Clause</b>                                                                                                                                                     | No                          |
| सुलह खंड/ <b>Mediation Clause</b>                                                                                                                                                            | No                          |

#### ईएमडी विवरण/EMD Detail

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

#### ईपीबीजी विवरण /ePBG Detail

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

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

#### एमआईआई खरीद वरीयता/MII Purchase Preference

|                                            |    |
|--------------------------------------------|----|
| एमआईआई खरीद वरीयता/MII Purchase Preference | No |
|--------------------------------------------|----|

#### एमएसई खरीद वरीयता/MSE Purchase Preference

|                                                                                                                                                                                    |     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| एमएसई खरीद वरीयता/MSE Purchase Preference                                                                                                                                          | Yes |
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$ | 15  |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference                                | 25  |

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed 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 relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
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.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

GST PERCENTAGE AND HSN CODE FORMAT - [1766819754.xlsx](#)

## Computer Printer (V2) ( 2 pieces )

### तकनीकी विशिष्टियाँ /Technical Specifications

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

| विवरण/Specification | विशिष्टि का नाम /Specification Name                                                               | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)                                                                               |
|---------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Generic             | <b>Description of Stores</b>                                                                      | Computer Printer with Minimum 1 Year On Site Warranty, including Cartridge and Power Cord/Adaptor                                             |
|                     | <b>Print Technology</b>                                                                           | Laser                                                                                                                                         |
|                     | <b>Type of Printing</b>                                                                           | Monochrome (Black)                                                                                                                            |
|                     | <b>Paper Size</b>                                                                                 | A4 and Legal, A3, A4 and Legal Or higher                                                                                                      |
|                     | Operating System Compatibility                                                                    | Windows 10 and Above, Linux, Mac OS, Windows Server                                                                                           |
| Printing            | <b>Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Monochrome (Black) (in PPM)</b> | 31 to 35, 36 to 40, 41 to 45, 46 to 50, 51 to 55, 56 to 60, 61 to 65, 66 to 70 Or higher                                                      |
|                     | <b>Minimum Print Speed per Minute as per ISO/IEC 24734 in A4 Size-Colour (in PPM)</b>             | Not Applicable Or higher                                                                                                                      |
|                     | <b>Minimum Print Speed per Minute as per ISO/IEC 24734 in A3 Size-Mono (in PPM)</b>               | Not Applicable, 1 to 5, 6 to 10, 11 to 15, 16 to 20, 21 to 25, 26 to 30, 31 to 35, 36 to 40, 41 to 45, 46 to 50, 51 to 55, 56 to 60 Or higher |
|                     | <b>Minimum Print Speed per Minute as per ISO/IEC 24734 in A3 Size-Colour (in PPM)</b>             | Not Applicable Or higher                                                                                                                      |
|                     | <b>Auto Duplexing Printing (2-Sided Feature)</b>                                                  | Yes Or higher                                                                                                                                 |
| Paper Handling      | Number of Main Paper Trays                                                                        | 1                                                                                                                                             |
|                     | Total Paper Tray Combined Capacity (Number) at 75 GSM                                             | 201 to 300, 301 to 400, 401 to 500, 501 to 1000, 1001 to 2000 Or higher                                                                       |
| Connectivity        | <b>Connectivity</b>                                                                               | USB Port, Ethernet Port, Wi-Fi                                                                                                                |
|                     | Accessories Provided                                                                              | USB Cable                                                                                                                                     |

| विवरण/Specification | विशिष्टि का नाम /Specification Name         | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)                                                                        |
|---------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Performance         | Minimum Duty Cycle (Number of Prints/Month) | 40,001 to 50,000, 50,001 to 1,00,000, 1,00,001 to 1,50,000, 1,50,001 to 2,00,000, 2,00,001 to 2,50,000, 2,50,001 to 3,00,000 Or higher |

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

| क्र.सं./S.No. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address                                                                                                                   | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---------------|---------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------|------------------------------|
| 1             | Sheikh Mohammed Shamim                                  | 832107,UCIL TURAMDIH STORE UCIL TURAMDIH MINES , PO-SUNDARNAGER , DIST-EAST SINGHBHUM,JAMSHEDPUR JHARKHAND Ph no : 8789648210 | 2                | 90                           |

**Special terms and conditions-Version:3 effective from 31-01-2025 for category Computer Printer (V2)**

1.

| For Buyers  |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1           | Product Verification                              | The buyer/consignee shall verify the complete product details, including configuration, through the OEM website. The buyer/consignee should be able to perform these verifications without needing to create an account on the OEM website.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2           | Warranty                                          | <ol style="list-style-type: none"> <li>The buyer may ensure that as soon as supplies are received, a request for a warranty certificate is made, along with logging into the OEM website/call centre to verify the certificate.</li> <li>The product in GeM marketplace (Direct Purchase &amp; L1 purchase) comes with a minimum standard on site warranty of one year. In case the seller has standard warranty more than one year, the same may be mentioned in the catalogue (including in the model name) and in such case higher warranty offered shall prevail/supersede the minimum one year warranty.</li> <li>Buyer shall verify the actual number of prints completed by the printer at the time of delivery (to ensure that the product has not been in use prior to delivery to the buyer) and may be verified using the printer's built-in print counter or an equivalent tracking system as available with OEMs.</li> <li>Buyer may please note that warranty does not cover any consumables i.e. Cartridges/Toner/Ink/Developer and such consumables.</li> </ol> |
| For Sellers |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 3           | OEM Website Link/Part No for product verification | The OEM shall provide the OEM website link to the buyer at the time of delivery. The offered model details/configuration should be available on the OEM's website. A device serial number must also be provided at the time of supply, which must also be mentioned on the product supplied. The buyer/consignee must be able to verify the complete product details, including configuration, through the provided OEM website link.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

|   |                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 | Warranty                                         | <ol style="list-style-type: none"> <li>1. The seller shall furnish a valid warranty Certificate/Tag in physical or digital format from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms. The warranty certificate should be verifiable through the OEM website/customer care centre.</li> <li>2. The product in GeM marketplace (Direct Purchase &amp; L1 purchase) comes with a standard warranty of 1 year only and additional warranty may be opted for via the bidding process.</li> <li>3. The warranty period will be valid for the specified number of years or until the printer reaches the OEM-defined Minimum Number of Prints within the Warranty Period, whichever is earlier, i.e. once the printer meets either the Minimum Number of Prints within the Warranty Period or the time duration specified, the warranty coverage will end.</li> <li>4. The actual number of prints completed by the printer during the warranty period may be verified using the printer's built-in print counter or an equivalent tracking system.</li> </ol> |
| 5 | Compliance of extended producer's responsibility | With effect from 1st April 2023, as per the E-waste rules 2022, EPR registration is mandatory for manufacturing entities. Therefore, all OEMs shall hold valid EPR registration, and the registration number should be reflected in the catalogue parameter. OEMs shall ensure compliance with all responsibilities as per EPR registration applicable from time to time.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

## क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**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) 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) Bidder shall submit GST percentage and HSN Code as per format given only in the Bid and upload the duly signed scanned copy of the same under "financial document required option". Bidder shall not upload this format in the technical bid or disclose anywhere in the technical part.

### 6) **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.

### 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---**