



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5567349
Dated/दिनांक : 02-11-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-11-2024 13:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-11-2024 13:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Defence
Department Name/विभाग का नाम	Department Of Defence Production
Organisation Name/संगठन का नाम	Hindustan Aeronautics Limited (hal)
Office Name/कार्यालय का नाम	*****
Total Quantity/कुल मात्रा	65
Item Category/मद केटेगरी	Toner Cartridges / Ink Cartridges / Consumables for Printers (Q2)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	OEM Authorization Certificate, 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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
ITC available to buyer/क्रेता के लिए उपलब्ध आईटीसी	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Toner Cartridges / Ink Cartridges / Consumables for Printers

Bid Details/बिड विवरण

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	Item 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	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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 .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.

2. 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.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

PROCUREMENT OF PRINTER CARTRIDGES - [1730529374.xlsx](#)

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Toner Cartridges / Ink Cartridges / Consumables For Printers	5
Schedule 2	Toner Cartridges / Ink Cartridges / Consumables For Printers	10
Schedule 3	Toner Cartridges / Ink Cartridges / Consumables For Printers	50

Toner Cartridges / Ink Cartridges / Consumables For Printers (5 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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	Product Class of Cartridge	OEM
	Name of the OEM/Compatible Manufacturer of Cartridge/Consumable Offered	Canon India Private Limited
	Printer/Multifunction Machines Brand for which offered Cartridge/Consumable is Suitable	Canon
	Type of Cartridge/Consumable	Toner Cartridge
	Color of the Ink/Toner	Black
	Model Number of OEM's Printer/OEM's Multi Function Machine	LBP8780x / LBP8100n
	Model Number of OEM's Printer Cartridge/Consumable	Canon - 333
	Model Number of cartridges /Consumable offered by compatible manufacturer	Not Applicable for Printer OEM
	Minimum Yield of the Replacement Cartridge/Consumable offered (Number of Pages)	Less than 500, 501 to 1000, 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, Not Applicable Or higher

Additional Specification Parameters - Toner Cartridges / Ink Cartridges / Consumables For Printers (5 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Cartridges supplied should be from OEM genuine printer supplies. Printer supplies should have one year replacement warranty from the date of supply irrespective of manufacturing or import date, as per warranty terms	Cartridges supplied should be from OEM genuine printer supplies. Printer supplies should have one year replacement warranty from the date of supply irrespective of manufacturing or import date, as per warranty terms

Specification Parameter Name	Bid Requirement (Allowed Values)
delivery of printer supplies to be as per delivery schedule in PO. supply of refilled or refurbished cartridge or toners or spares parts of the cartridges are not acceptable.	delivery of printer supplies to be as per delivery schedule in PO. supply of refilled or refurbished cartridge or toners or spares parts of the cartridges are not acceptable.
delivery of consumables to be on FOR destination basis to HAL Engine Division, Bangalore. and order will be finalised based on technical acceptance of item line wise	delivery of consumables to be on FOR destination basis to HAL Engine Division, Bangalore. and order will be finalised based on technical acceptance of item line wise
100% payment within 30 days from the date of receipt and acceptance of materials at HAL Engine Division.	100% payment within 30 days from the date of receipt and acceptance of materials at HAL Engine Division.

* Bidders offering must also comply with the additional specification parameters mentioned above.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	100%

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	*****	*****Bangalore	5	45

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

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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	Product Class of Cartridge	OEM

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Name of the OEM/Compatible Manufacturer of Cartridge/Consumable Offered	XEROX INDIA LIMITED
	Printer/Multifunction Machines Brand for which offered Cartridge/Consumable is Suitable	Xerox
	Type of Cartridge/Consumable	Drum
	Color of the Ink/Toner	Black
	Model Number of OEM's Printer/OEM's Multi Function Machine	Xerox Phaser 3330/3335/3345
	Model Number of OEM's Printer Cartridge/Consumable	101R00555
	Model Number of cartridges /Consumable offered by compatible manufacturer	Not Applicable for Printer OEM
	Minimum Yield of the Replacement Cartridge/Consumable offered (Number of Pages)	Less than 500, 501 to 1000, 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, Not Applicable Or higher

Additional Specification Parameters - Toner Cartridges / Ink Cartridges / Consumables For Printers (10 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Cartridges supplied should be from OEM genuine printer supplies. Printer supplies should have one year replacement warranty from the date of supply irrespective of manufacturing or import date, as per warranty terms	Cartridges supplied should be from OEM genuine printer supplies. Printer supplies should have one year replacement warranty from the date of supply irrespective of manufacturing or import date, as per warranty terms

Specification Parameter Name	Bid Requirement (Allowed Values)
delivery of printer supplies to be as per delivery schedule in PO. supply of refilled or refurbished cartridge or toners or spares parts of the cartridges are not acceptable.	delivery of printer supplies to be as per delivery schedule in PO. supply of refilled or refurbished cartridge or toners or spares parts of the cartridges are not acceptable.
delivery of consumables to be on FOR destination basis to HAL Engine Division, Bangalore. and order will be finalised based on technical acceptance of item line wise	delivery of consumables to be on FOR destination basis to HAL Engine Division, Bangalore. and order will be finalised based on technical acceptance of item line wise
100% payment within 30 days from the date of receipt and acceptance of materials at HAL Engine Division.	100% payment within 30 days from the date of receipt and acceptance of materials at HAL Engine Division.

* Bidders offering must also comply with the additional specification parameters mentioned above.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	100%

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	*****	*****Bangalore	10	45

Toner Cartridges / Ink Cartridges / Consumables For Printers (50 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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	Product Class of Cartridge	OEM

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Name of the OEM/Compatible Manufacturer of Cartridge/Consumable Offered	XEROX INDIA LIMITED
	Printer/Multifunction Machines Brand for which offered Cartridge/Consumable is Suitable	RICOH, Canon, HP, Samsung, Kyocera, Toshiba, Epson, Brother, Fujifilm, Konica Minolta, Xerox, SHARP
	Type of Cartridge/Consumable	Toner Cartridge
	Color of the Ink/Toner	Black
	Model Number of OEM's Printer/OEM's Multi Function Machine	Xerox Phaser 3330/3335/3345
	Model Number of OEM's Printer Cartridge/Consumable	106R03623
	Model Number of cartridges /Consumable offered by compatible manufacturer	Not Applicable for Printer OEM
	Minimum Yield of the Replacement Cartridge/Consumable offered (Number of Pages)	Less than 500, 501 to 1000, 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, Not Applicable Or higher

Additional Specification Parameters - Toner Cartridges / Ink Cartridges / Consumables For Printers (50 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Cartridges supplied should be from OEM genuine printer supplies. Printer supplies should have one year replacement warranty from the date of supply irrespective of manufacturing or import date, as per warranty terms	Cartridges supplied should be from OEM genuine printer supplies. Printer supplies should have one year replacement warranty from the date of supply irrespective of manufacturing or import date, as per warranty terms

Specification Parameter Name	Bid Requirement (Allowed Values)
delivery of printer supplies to be as per delivery schedule in PO. supply of refilled or refurbished cartridge or toners or spares parts of the cartridges are not acceptable.	delivery of printer supplies to be as per delivery schedule in PO. supply of refilled or refurbished cartridge or toners or spares parts of the cartridges are not acceptable.
delivery of consumables to be on FOR destination basis to HAL Engine Division, Bangalore. and order will be finalised based on technical acceptance of item line wise	delivery of consumables to be on FOR destination basis to HAL Engine Division, Bangalore. and order will be finalised based on technical acceptance of item line wise
100% payment within 30 days from the date of receipt and acceptance of materials at HAL Engine Division.	100% payment within 30 days from the date of receipt and acceptance of materials at HAL Engine Division.

* Bidders offering must also comply with the additional specification parameters mentioned above.

Input Tax Credit(ITC)/इनपुट कर क्रेडिट(आईटीसी) and/ तथा Reverse Charge(RCM)/रिवर्स प्रभार (आरसीएम) Details

ITC on GST/जीएसटी पर इनपुट कर क्रेडिट	ITC on GST Cess/जीएसटी उपकर कर क्रेडिट
100%	100%

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	*****	*****Bangalore	50	45

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	COMPLIANCE View	ADDITIONAL TERMS AND CONDITIONS	Toner Cartridges / Ink Cartridges / Consumables For Printers(5),Toner Cartridges / Ink Cartridges / Consumables For Printers(10),Toner Cartridges / Ink Cartridges / Consumables For Printers(50)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

1.
 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. Dash board 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. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

3. 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 %.

4. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

5. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

6. Generic

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

7. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

8. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

9. 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.

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**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

12. **Scope of Supply**

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

13. **Ration Item ATCs**

Demurrage charges In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted. Demurrage charges. In case the rejected items are not lifted by the firm within 48 hrs, the demurrage charges at the rate of 0.5% of total contract value will be charged per day. In case the items are not lifted within a month, the same will be destroyed by the station board of officers and no claim will be admitted.

14. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

15. **Ration Item ATCs**

Packing Material The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights. Packing Material. The items will be supplied by the successful bidder in its original packing material and the packing material will not be returned. Weight of packing material will not be included in quantity supplied and only net weight of the items will be counted. The packing should be of standardized weights of appropriate size. Item will not be accepted in non-standardized weights.

16. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

- 1) Supply of OEM Genuine Printer Supplies / Consumables (Spares part of Cartridges) planned for the period of One Year Only.
- 2) Printer Supplies / consumable to have one year replacement warranty from the date of supply irrespective of manufacturing or import date, as per warranty terms.
- 3) Deliver of printer supplies / consumable to be as per delivery schedule of PO / contract
- 4) Supply of refilled / refurbished cartridge or Toners or spares parts of the cartridges are not acceptable.
- 5) Delivery of Consumables to be on FOR (Free on Road) destination basis to HAL Engine Division, Bangalore Complex Bangalore - 560093.
- 6) Order will be finalized based on technical acceptance of items linewise basis

7) In case vendor fails to execute the full / partial order either in terms of quality or quantity, HAL reserve the right to procure from elsewhere at the risk and cost of supplier and extra expenditure incurred due to this purchase is payable by vendor.

8) Invoices needs to be submitted in time as per P.O. terms and conditions. In case any discrepancy is observed in rates/amount mentioned on the Invoices, Credit Note has to be provided for initiating the payment process. For any other correction/ updations, the same has to be provided as per HAL's requirement for smooth and timely payment processing.

9) The purchaser reserves the right to increase or decrease the quantity to be ordered upto 25% of the bid quantity. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

10) PAYMENT TERMS : 100% WITHIN 30 DAYS FROM THE DATE AND RECEIPT OF ACCEPTANCE OF MATERIALS AT HAL ENGINE DIVISION.

11) All other terms as per GeM general terms and conditions

12) Liquidated damages of 0.5% per week or part thereof, to a max of 10% would be deducted, if fails to supply within the scheduled time as per HAL's conditions of contract.

Notes: Pl refer the below instruction and follow while submitting the bid for smooth evaluation of offer

1) All the vendors who are participating in the subject tender / requirement, has to submit the compliance as per the above format.

2) Compliance to the item required and additional terms and conditions is mandatory for considering the quotation.

3) Relevant documents like MSE/CANCELLED CHEQUE/GSTIN Certificate etc to be uploaded without fail

4) Vendor to specify the numeric value in remarks column where ever required as per bid.

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.

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.

[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---