

Bid Document

Bid Details	
Bid End Date/Time	06-09-2021 20:00:00
Bid Opening Date/Time	06-09-2021 20:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	75 (Days)
Ministry/State Name	Ministry Of Power
Department Name	Rural Electrification Corporation Limited
Organisation Name	Rural Electrification Corporation Limited
Office Name	Rec Power Development And Consultancy Limited
Total Quantity	116
Item Category	Office Suite Software (Version 2.0) , All in One PC
Minimum Average Annual Turnover of the Bidder	34 Lakh (s)
Years of Past Experience required	3 Year (s)
MSE Exemption for Years Of Experience and Turnover	Yes
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),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
Past Performance	80 %
Bid to RA enabled	No
Primary product category	All in One PC
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
----------	----

ePBG Detail

Advisory Bank	ICICI
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	62

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

Beneficiary:

RECPDCL
 REC Power Development and Consultancy Limited, D- Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram (Haryana)-122001
 (Addl. Cfo)

Splitting

Bid splitting not applied.

MII Purchase Preference

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

MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
4. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case

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

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

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

Office Suite Software (Version 2.0) (58 pieces)

(Minimum 50% Local content required for MII compliance)

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

Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
BASIC INFORMATION	Product Type	Proprietary Suites
	Offered Product are	2. Government Edition
SCOPE OF LICENCE	"Types of Licence (Hint : Select 'NA' if not applicable)"	1.Perpetual
	"Duration of Subscription (in Years) (Hint : Select '0' if not applicable)"	0.0 - 5.0 Or higher
	Licencing option	4.Device based
	Number of CORE /Users /Socket/ Device Supported for Each licence (Hint : - Inline with licence option selected)	1 - 100
OFFICE SUITE	Proprietary Suite	1. Microsoft Office
	"Open Source Suite (Hint:- Vendor can offer support service to open source suite on subscription basis)"	6. Not Applicable
	Components of Office Suite covered in the offered product	1. Word Processor, 2. Spreadsheet, 3. Presentation, 4. FILE CONVERSION, 5.GRAPHICS, 6. COLLABORATION TOOL

Specification	Specification Name	Bid Requirement (Allowed Values)
	Operating Systems Supported by the offered product	1. Windows
	The offered product have support from OEM for	1. Updation for Patches and Bug fixes within suport period.
	Number of Years upto which support is available from OEM/Seller for Updation (Patches and Bug fixes) within support period	1, 2, 3, 4, 5, 10, NA
	Number of Years upto which support is available from OEM/Seller for Upgradation of version within support period	1, 2, 3, 4, 5, 10, NA
	No of days Training Provided at Site	0, upto 5, 6 to 10, 11 to 20, 21 to 30
Word Processor	Word Processor FEATURES	1. Word, 2.Themes, 3. File Annotation, 4.Built in Spell Checker/ Grammer & Style, 5. Dictionary/ Theasaurus, 6. Utilities for manupulating and editing text
Spreadsheet	Spreadsheet FEATURES	1. Excel, 2. Database, 3.Open XML File Format, 4. XML File Filter Tool, 5.Queries, 6.Advance data manipulation, 7.Formula Calculation Function, 8.Pivot Table/ Tables
Presentation	PPT FEATURES	1. Presentation Tool, 2.Slide Transitions, 3.Themes, 4.Power View
FILE CONVERSION	PDF Editor & Convertor Features	1. Word to PDF,, 2. PDF to word,, 3. Excel to PDF,, 4. PDF to Excel,, 5.Scanned Images editing supported., 6.PDF Split & Extract facility, 7. Search words within PDF file
GRAPHICS	GRAPHICS FEATURES	1. GRAPHIC TOOL, 2. Drawings and Diagrams, 3.Path editing tool, 4. Raster Graphics Editor, 5. Vector Graphics Editor
COLLABORATION TOOL	COLLABORATION TOOL FEATURES	1. Schedule meetings & Events, 2. Relationships, 3.Cached Exchange Mode Sync, 4.Slider, 5.Exchange Server Support, 6.Outlook Social Connector, 7.People Pane, 8.PRF Files, 9.Video/ Audio Conferencing, 10.Real time Document Co- Authoring, 11.Collaboration over Same Platform Suite
GENERIC	GENERIC FEATURES 1	1. Accessibility, 2. Support for many native languages, 3. 3rd Party Add -ons, 4.ActiveX Control, 5.Writing Support, 6.Gradient and pattern tools, 7.Files and Printing, 8. Editing and Formatting, 9.Language Tools, 10. Flexi Licence policy, 11.Forms, 12. Reports, 13.Billing, 14.Inbuilt security for documents

Specification	Specification Name	Bid Requirement (Allowed Values)
	GENERIC FEATURES 2	15.Compatibility with SQL/ MySQL Integration, 16. Templates, 17. Visual Basic Language, 18.Equation Editor, 19.Version Information, 20. Web Apps, 21. Azure Marketplace Connector, 22.Auto Discover, 23. Live Preview, 24.Research Button, 25. Bug report, 26. Notetaking software, 27. Email client, 28. HTML Editor, 29. Online Editing
	Cloud storage support for	1. Google Drive, 2. Drops Box, 3. One Drive, 4. NA
	Capacity of cloud storage support(in GB) Hint:- Select'0' if not applicable	0 - 10000
SUPPORTED HARDWARE REQUIREMENTS AT USEREND	Processor Supported in Bits	32, 64

Additional Specification Parameters - Office Suite Software (Version 2.0) (58 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Microsoft Outlook	Licensed MS Office 2019 (with outlook) INDIC or higher for supplied OS to provide bilingual working environment

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

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sameer Kumar Jha	122001,REC Corporate Headquarter, C&D- Block, Plot No. I-4, Sector-29, Gurugram, Haryana-122001. Landmark: Near IFFCO Chowck Metro Station	58	15

All In One PC (58 pieces)

(Minimum 50% Local content required for MII compliance)

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

Technical Specifications

* [As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Processor	Processor Make	Intel
	Processor Generation	10.0, 11.0 Or higher
	Number of Cores per Processor	6, 8, 10 Or higher
	Processor Base Frequency (GHz)	3, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4, 4.1, 4.2, 4.3 Or higher
	Processor Description	Intel Core i5, Intel Core i7, Intel Core i9 Or higher
	Processor Number	Intel Core i5 10210U, Intel Core i5 10400T, Intel Core i5 10500T, Intel Core i5 10600T, Intel Core i7 10700T, Intel Core i5 10400, Intel Core i9 10900T, Intel Core i5 10500, Intel Core i5 10600, Intel Core i7 10700, Intel Core i7 10700K, Intel Core i9 10900, Intel Core i9 10900K, 10th-generation Intel Core i5, Turbo Boost up to 4.5GHz, 10th-generation Intel Core i5, Turbo Boost up to 4.8 GHz, 10th-generation Intel Core i7, Turbo Boost up to 5.0GHz, Intel Core i7 1185G7, Intel Core i5 1145G7 Or higher
Motherboard	Chipset Series	Intel H Series, Intel B Series, Intel Q Series, OEM, Intel Z Series Or higher
	Chipset Number	Intel H110, Intel H270, Intel H310, Intel H370, Intel B250, Intel B360, Intel Q 250, Intel Q 270, Intel Q 370, On OEM Motherboard, Intel B460, Intel Q470, Intel H 470, Intel H 410, Intel Z 490, Intel Q570, Intel B560, Intel H510 Or higher
Graphics	Graphics Type	Integrated, Dedicated/Discrete
	Size of Memory in Case of Dedicated Graphic Card (GB)	0, 1, 2, 3, 4, 8 Or higher
Operating System	Operating System (Factory Pre-Loaded)	Windows 10 Professional
Memory	RAM Size (GB)	8, 16, 32, 64 Or higher
	RAM Expandability up to(using spare DIMM Slots in GB)	8, 16, 32, 64, 0 Or higher
Storage	Type of Drives used to populate the Internal Bays	HDD, SSD
	Total HDD Capacity (GB)	1000, 1500, 2000, 2500, 3000 Or higher
	Total SSD Capacity (GB)	256, 384, 512, 768, 1024, 2048, 4096 Or higher
Display	Display Size (INCHES)	23.6, 23.8, 27, 34, 37.5 Or higher
	Display Type	Non Touch, Touch Or higher
	Panel Technology	IPS, TN, VA, WVA Or higher
	Display Resolution (PIXELS)	1920x1080, 1920 x 1200, 3200x1800, 3840 x 2160, 3440 x 1440, 4096x2304, 5120x2880 Or higher
	Availability of Webcam integrated with Display	Yes

Specification	Specification Name	Bid Requirement (Allowed Values)
	Availability of Speakers integrated with Display	Yes
	If Yes, Number of Speakers available	2 Or higher
Connectivity	Wireless Connectivity	Yes
	If Yes, Type of Wireless Connectivity	Wi-Fi 802.11ac, Wi-Fi 3165 802.11ac dual band 1x1 + Bluetooth 4.2, Wi-Fi 6 AX200 2x2 (Gig+) + Bluetooth 5.0, Wi-Fi 6 AX200 + Bluetooth 5.0 Or higher
	Number of Ethernet Ports	1, 2 Or higher
	Type of Ethernet Ports	10/100/1000 on board Integrated Gigabit Port
	Bluetooth Connectivity	Yes
Generic	Headphone out	Yes
	Microphone-in	Yes
Input Devices	Mouse Connectivity	Wireless Or higher
	Keyboard Connectivity	Wireless Or higher
Warranty	On Site OEM Warranty (Year)	5 Or higher

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sameer Kumar Jha	122001,REC Corporate Headquarter, C&D- Block, Plot No. I-4, Sector-29, Gurugram, Haryana-122001. Landmark: Near IFFCO Chowck Metro Station	58	90

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Scope of Works View	Scope of Works	All In One PC(58)

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.

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer uploaded ATC document [Click here to view the file.](#)
2. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
3. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
4. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
5. 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.
6. 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. 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.
8. Warranty period of the supplied products shall be 5 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.
9. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
10. 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.
11. 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. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
13. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address REC Power Development and Consultancy Limited D- Block REC Corporate Headquarter, Plot No. I-4 Sector-29, Gurugram Haryana-122001.
14. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
15. 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.

16. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
17. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
18. IT equipment shall be IPv6 ready from day one.

19. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

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

21. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
 - ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
 - iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
22. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
 23. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of REC Power Development and Consultancy Limited payable at New Delhi. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
 24. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in

Beneficiary name REC Power Development and Consultancy Limited Account No. 000705041275 IFSC Code ICIC0000007 Bank Name ICICI Bank Branch address 9A, PHELPS BUILDING, INNER CIRCLE, CONNAUGHT PLACE, NEW DELHI-110001. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

25. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
26.
 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.
27. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---