

Bid Document

Bid Details	
Bid End Date/Time	30-11-2022 11:00:00
Bid Opening Date/Time	30-11-2022 11:30:00
Bid Offer Validity (From End Date)	120 (Days)
Ministry/State Name	Ministry Of Chemicals And Fertilizers
Department Name	Department Of Chemicals And Petrochemicals
Organisation Name	Central Institute Of Plastics Engineering And Technology (
Office Name	Head Office
Total Quantity	1
Item Category	Benchtop NMR Spectrometer (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)	100 Lakh (s)
OEM Average Turnover (Last 3 Years)	100 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Cer (Requested in ATC),OEM Authorization Certificate,OEM An Turnover,Additional Doc 1 (Requested in ATC),Additional I (Requested in ATC),Compliance of BoQ specification and s document *In case any bidder is seeking exemption from Experience Turnover Criteria, the supporting documents to prove his for exemption must be uploaded for evaluation by the buy
Past Performance	80 %
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

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

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	41

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

Beneficiary:

Sr. Technical Officer (P)

CIPET Head Office, Department of Chemicals and Petrochemicals, Central Institute of Plastics Engineering and Technology (CIPET), Ministry of Chemicals and Fertilizers, Guindy Chennai 600 032
(M Arun Prasad)

Splitting

Bid splitting not applied.

MII Purchase Preference

MI Purchase Preference	Yes
------------------------	-----

MSE Purchase Preference

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

1. 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 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.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or their reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Government Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity of each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet the criterion.

3. 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.

4. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as per public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent amendments. Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to be Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder shall upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is less than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or 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 will not be eligible to participate. However, eligible micro and small enterprises will be allowed to participate. In case Buyer has

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 Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro and Small Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. If the bidder is not the manufacturer, 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 quote 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 bid value.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any (State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative or 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.

Benchtop NMR Spectrometer (1 pieces)

(Minimum 50% and 21% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Buyer Specification Document	Download
------------------------------	--------------------------

Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	10%
Number of days allowed for ICT after site readiness communication to seller	10 Days

Additional Specification Documents

DrawingDocument1	View
DrawingDocument2	View
DrawingDocument3	View

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Date
-------	-----------------------------	---------	----------	---------------

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery D
1	Akshaya Kumar Palai	751024, The Principal Scientist & Head B - 25, CNI Complex, Bhubaneswar - 751024 Tel No: +91-674-2740173, + 91-674-2742852 Fax No: +91-674-2740463, Email: larpmcipet@larpm.in, larpmcipet@gmail.com B/25, CNI Complex, Patia, Bhubaneswar - 751024, Odisha, GST No. 21AAAAC0606R4ZY	1	90

Buyer Added Bid Specific Terms and Conditions

1. Generic

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

2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address: Director & Head (Principal Scientist) B - 25, CNI Complex, Patia, Bhubaneswar, Odisha -751024 larpmcipet@larpm.in +91-674-2740173 / 2742852 +91-674-2740173 / 2742852.

3. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings. Bidder should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. Generic

Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 7 years market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

5. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility regarding GST reimbursement. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to a maximum of quoted GST %.

6. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload a copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

7. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.

- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

8. **Generic**

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

9. **Generic**

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be Buyer's standard format only.

10. **Generic**

Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company years 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 year. In case of bunch bids, the primary product having highest value to meet this criterion.

11. **Generic**

Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of work) to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.

12. **Generic**

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 Malicious code that would activate procedures to :-

- (i) Inhibit the desired 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 malicious code in embedded software.

13. **Generic**

Non return of Hard Disk: As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.

14. **Generic**

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. Yes

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses in result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with respect to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

15. **Generic**

Registration / Empanelment Requirement: Contract shall be awarded to only such sellers , who are registered / empanelled / approved / enlisted with 1 for the required goods / service category on the date of bid opening. bidders (if not already registered), are advised to get themselves registered with the said registration authority before the bid opening date. (It is certified that the registration is granted by the registering agency as per Rule 150 of C following a fair, transparent and reasonable procedure.)

16. **Generic**

Scope of supply includes Training: Number of employees to be trained 5 , Place for Training CIPET SARP LARF Bhubaneswar and Duration of training 5 days.

17. **Generic**

The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with the existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the bid the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items whose compatibility is required are as under: For the Full supply, Installation & Commissioning, Training and Warranty Technical Specification

18. **Generic**

The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be supplied and cost should be included in bid price: For the Full supply, Installation & Commissioning, Training and Warranty as per Technical Specification.

19. **Generic**

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

20. **Generic**

Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturer 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.

21. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to the 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 with the Seller.

22. **Generic**

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

23. OEM

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

24. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch of goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at any place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to the consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods being shipped. While bidding, the sellers should take into account 7 days for inspection from the date of email offer of goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regulated without Liquidated Damages.

When there is requirement of submission of advance sample, the seller shall inform the buyer promptly about the date of submission of sample to the buyer nominated Inspection agency.

25. Inspection

Testing of Sample: The testing of advance sample and bulk sample during PDI will be carried at the designated labs. When testing facilities are not available, the facilities of Govt labs/NABL/Accredited labs will be utilized. Testing charges outside the designated AHSP labs to be borne by seller's.

26. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY payable at Chennai. 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.

27. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgor. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with a covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

28. Forms of EMD and PBG

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 CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY Account No. 419413414 IFSC Code IDIB000G020 Bank Name INDIAN BANK Branch address P.B. No.3171, Sidco Building, GST Road, Guindy, Chennai. Tamilnadu. Successful Bidder has to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transaction. Successful Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

29. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

30. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods Training of operators and providing Statutory Clearances required (if any)

31. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid ATC and Corrigendum if any.

32. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab. Results of the Lab will be the Sole Criteria for Acceptance of the Item.

33. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

34. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Additional Terms & Conditions -
To be Signed and upload in Technical bid

Sl. No.	
The additional technical specification sheet is attached in ATC. All the bidders has to fill and upload the same for considering the bid in technical evaluation	
1	The offered equipment/machinery should be of recent model, make and its spares should be available in the market for minimum 7 years. The offered equipment/machinery should not be obsolete and new Make of the machine.
2	Payment -100% on Successful Delivery, Installation, Commissioning and Training machine / equipment. This is in supersession of GeM payment terms & conditions.
3	The bidders should completely read the Bid documents provided in the Additional Specification Document of this Bid before participating. This will also be a part of Bid Document.
4	Comprehensive Warranty: Onsite warranty Mandatory at the Consignee location as specified in technical Bid sheet. Warranty will be started from the date of Successful installation only.
5	Bidder should submit complete scope of supply (Machinery/equipment, standard accessories etc make model) in the technical bid without price.
6	Bidder should state the space required and condition of floor and any other requirements for Proper installation requirement of the Machinery/equipment.

7	<p>Documents to be filled signed & submitted as per the format in the bid document for evaluation</p> <ol style="list-style-type: none"> 1. Certificate of Registration for GST - Bidder organization certificate 2. Auditor Certificate confirming the Turnover for the past three years 2019-20 2020-21 - Separate One page Auditor Certificate confirming the turnover 3. Certificate of Registration for NSIC - MSME - Startup - Others if applicable 4. Bid Form _ Section VI as per the format in Tender Document. 5. Authorization certificate from OEM _ If not a Manufacturer for the major equipment _Section - V as per the format in Tender Document. 6. Scope of Supply of the equipment which is offered in this Bid 7. BOQ _ Packing List _each and every part of the equipment and stand accessories to run the machine - Section - III as per the format in Tender Document. 8. Client Certificate for Past Three years year's supplies of similar same equipments and satisfactory performance as per the format in Tender Document 9. Performa for performance statement _ Section - IX-A along with the certificate from the client _user organization as per the format in Tender Document. 10. Proforma for Deviation Statement _Section - X_ as per the format in Tender Document. 11. Declaration - Land border with India _Section - XI_ ----- as per the format in Tender Document. 12. Preference to "MAKE IN INDIA" Policy _Section-XII_ ----- as per the format in Tender Document. <p>Kindly note- All the above documents will be considered only if it is submitted as per formats given by CIPET</p>
8	<p>A Bidder requiring any clarification regarding the Tender Document may ask their representative through GeM portal only and contact to Sr Tech Officer at 044- 22254788 / 22254780 - extension before 7 days of the deadline for the bid submission. This deadline shall not be extended in case of intervening holidays.</p>
9	<p>Pre-Delivery Inspection: (i). Prior intimation (minimum two weeks before) and co-ordination with respective CIPET centres for pre-delivery inspection (working condition of the equipment / machine) in all respect as per the technical specification of the Tender) at Original Equipment Manufacturer Supplier's site. (ii). Pre Delivery Inspection (PDI) will be conducted at Supplier site in India, by CIPET officials on receipt of confirmation from the supplier on readiness of equipment. (iii) During the demonstration of the machine specifications, the raw material has to be arranged by the Supplier</p>
10	<p>Bidders are advised to check the applicable GST on their own before Quoting. Buyer will not take responsibility in this regard.</p>

35. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

36. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentar in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Account Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the compl financial years after the date of constitution shall be taken into account for this criteria.

37. Turnover

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product du 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 Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploac bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in the completed financial years after the date of constitution shall be taken into account for this criteria. In case bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

38. Service & Support

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consig Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service cen already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of aw contract. Payment shall be released only after submission of documentary evidence of having Functional Ser

39. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephc Service Support.

40. Warranty

Warranty period of the supplied products shall be 3 years from the date of final acceptance of goods or after of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. Ol Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller sho guarantee the rectification of goods in case of any break down during the guarantee period. Seller should hav established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA fc the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with t

41. Warranty

Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provid Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive w shall be covering the following scope For the Full supply, Installation & Commissioning, Training and Warranty Technical Specification (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is t of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along w undertaking)

42. Warranty

Successful bidder will have to ensure that adequate number of dedicated technical service personals / engine designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely S rectification of defects during warranty period, as per Service level agreement indicated in the relevant claus

43. **Warranty**

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of the item shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer, else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Current Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.

Disclaimer

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

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of the 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---