

Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687774759606

Generated Date | अनुबंध तिथि: 29-Dec-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4242976](#)

Organisation Details संगठन विवरण	Buyer Details खरीदार विवरण
Type प्ररूप : State Government Ministry मंत्रालय : - Department विभाग : Science & Technology Department Bihar Organisation Name संगठन का नाम : Science and Technology Department Office Zone कार्यालय क्षेत्र : Motihari	Designation पद : Purchase Officer Contact No. संपर्क नंबर : - Email ID ईमेल आईडी : pratik.ranjan86@gov.in GSTIN जीएसटीआईएन : - Address पता : MCE Motihari NH 28A, Furshatpur Bariyarpur, Motihari, Bihar PIN - 845401, EAST CHAMPARAN, BIHAR-845401, India

Financial Approval Detail वित्तीय स्वीकृति विवरण	Paying Authority Details भुगतान प्राधिकरण विवरण
IFD Concurrence आईएफडी सहमति : No Designation of Administrative Approval प्रशासनिक अनुमोदन का पदनाम : Principal, MCE Motihari Designation of Financial Approval वित्तीय अनुमोदन का पदनाम : Principal, MCE Motihari	Role : PAO Payment Mode भुगतान का तरीका : GPA - Challan Designation पद : Registrar Finance Email ID ईमेल आईडी : pay32.std.bh@gembuyer.in GSTIN जीएसटीआईएन : - Address पता : MCE Motihari NH 28A, Furshatpur Bariyarpur, Motihari, Bihar PIN - 845401, East Champaran, BIHAR-845401, India

Seller Details विक्रेता विवरण	
GeM Seller ID जेम विक्रेता आईडी : 4210180000102793 Company Name कंपनी का नाम : UNIVERSAL POWER SOLUTIONS Contact No. संपर्क नंबर : 09631711051 Email ID ईमेल आईडी : sanjiv.ups@gmail.com Address पता : HNO L/141, KRISHNA KUNJ, ROAD NO-23, SK NAGAR, Patna, BIHAR-800001, - MSME Registration number एमएसएमई पंजीकरण संख्या : UDYAM-BR-26-0011162 MSE Social Category एमएसई सामाजिक श्रेणी : General MSE Gender एमएसई लिंग श्रेणी : Male GSTIN जीएसटीआईएन : 10AAEFU4884C1ZF	

*GST / Tax invoice to be raised in the name of | जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer

Delivery Instructions | वितरण निर्देश : NA

Product Details उत्पाद विवरण						
#	Item Description आइटम विवरण	Ordered Quantity आइटम विवरण	Unit इकाई	Unit Price (INR) इकाई मूल्य (INR)	Tax Bifurcation (INR) कर विभाजन (INR)	Price (Inclusive of all Duties and Taxes in INR) मूल्य (INR में सभी शुल्क और कर सहित)
1	Product Name उत्पाद का नाम : hp Intel Core i5 12500 16 GB/ 1000 GB HDD/ Windows 11 Professional Brand ब्रांड : hp Brand Type ब्रांड प्रकार : Registered Brand Catalogue Status कैटलॉग की स्थिति : OEM verified catalogue Selling As कैसे बेचा जा रहा है : OEM verified Reseller Category Name & Quadrant श्रेणी का नाम और चतुर्थांश : Desktop Computers (Q2) Model मॉडल : HP 400 G9 MT i5 12500 Win11P 1612563 wifi 21.5" HSN Code एचएसएन कोड : 8471	85	pieces	60,020	NA	5,101,700
Total Order Value कुल ऑर्डर मूल्य (in INR)						5,101,700

Consignee Detail परेषिती विवरण						
S.No क्र.सं.	Consignee परेषिती	Item वस्तु	Lot No. लॉट नंबर	Quantity मात्रा	Delivery Start After दिनांक के बाद डिलीवरी शुरू करना है	Delivery To Be Completed By वितरण पूरा कब तक करना है
	Designation पद : -					

1	Email ID ईमेल आईडी : chandra.sschandall@gov.in Contact संपर्क : -- GSTIN जीएसटीआईएन : - Address पता : MCE Motihari NH 28A, Furshatpur Bariyarpur, Motihari, Bihar PIN - 845401, EAST CHAMPARAN, BIHAR-845401, India	hp Intel Core i5 12500 16 GB/ 1000 GB HDD/ Windows 11 Professional	-	85	29-Dec-2023	12-Feb-2024
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Product Specification for hp Intel Core i5 12500 16 GB/ 1000 GB HDD/ Windows 11 Professional

Specification विनिर्देश	Sub-Spec उप-विनिर्देश	Value मूल्य
Processor	Processor Make	Intel
	Processor Generation	12
	Number of Cores per Processor	6
	Processor Base Frequency (GHz)	3
	Processor Description	Intel Core i5
	Processor Number	Intel Core i5 12500
	Out of Band Management	NA
	Cache (MB)	18
Motherboard	Chipset Series	Intel Q Series
	Chipset Number	Intel Q670
	Expansion Slots (PCIe x 1) (Number)	1
	Expansion Slots (PCIe x 4) (Number)	0
	Expansion Slots (PCIe x 16) (Number)	1
	Expansion Slots (PCI) (Number)	1
	Expansion Slots (M Dot 2)	2
Graphics	Graphics Type	Integrated
	Graphic Card Description	UHD Graphics 770
	Size of Memory in Case of Dedicated Graphic Card (GB)	0
	Size of VRAM in case of Integrated Graphics (MB)	128
Operating System	Operating System (Factory Pre-Loaded)	Windows 11 Professional
	Recovery Image Media	On Line / Cloud
	OS Certification	Windows
Memory	Type of RAM	DDR4
	RAM Size (GB)	16
	RAM Speed (MHz)	3200
	Total Numbers of DIMM Slots Available	2
	Number of DIMM Slots populated	1
	RAM Expandability up to(using spare DIMM Slots in GB)	64
Storage	Total Number of Internal Bays available	2
	Number of 2 point 5 inches internal Bays	0
	Number of 3 point 5 inches Internal Bays	2
	Number of 2 point 5 Inches Internal Bays Populated	0
	Number of 3 point 5 Inches Internal Bays Populated	1
	Type of Drives used to populate the Internal Bays	HDD,SSD
	Number of Internal Bays populated with HDD	1
	Capacity of each HDD (GB)	1000 @7200 rpm
	Total HDD Capacity (GB)	1000
	Number of Internal Bays populated with SSD	1
	Capacity of each SSD (GB)	256
	Total SSD Capacity (GB)	256
	Number of Internal Bays populated with SSHD	0
	Capacity of each SSHD (GB)	NA

	Total SSHD Capacity in addition to 8 GB Flash (GB)	0
	Number of Internal Bays populated with SSED	0
	Capacity of each SSED (GB)	0
	Total SSED Capacity (GB)	0
	Optane Memory (GB)	0
Cabinet	Cabinet Form Factor	Tower (13.1 to 26 Litres)
	Cabinet Volume (Litres)	16.1
	External Bays (Number)	1
	Optical Drive	N/A
	Internal Speaker	Yes
	Audio-in	Yes
	Audio-out	Yes
	Headphone out	Yes
	Microphone-in	Yes
Connectivity	Wireless Connectivity	Yes
	If Yes, Type of Wireless Connectivity	WIFI 6E AX211 + Bluetooth 5.3
	Number of Ethernet Ports	1
	Type of Ethernet Ports	10/100/1000 on board Integrated Gigabit Port
	Bluetooth Connectivity	Yes
	If Yes, Version of Bluetooth Available	5.1
Ports	Number of USB Version 2 Point 0 Ports	2
	Number of USB Version 3 point 0 / 3 point 1, Gen 1 Ports	3
	Number of USB Version 3 point 1, Gen 2 Ports	3
	Number of USB Type C Ports	1
	Number of Serial Ports	0
	Number of Parallel Ports	0
	Number of VGA Ports	0
	Number of HDMI Ports	1
	Number of DP Ports	1
Monitor	Model of the Monitor	21.5"
	Monitor Technology	IPS
	LED Backlit Monitor Size (INCHES)	21.5
	Monitor Resolution (PIXELS)	1920x1080
	TCO Certification for Monitor	9.0
	Number of VGA Ports in the Monitor	1
	Number of HDMI Ports in the Monitor	1
	Number of Display Ports in the Monitor	1
	Availability of Webcam integrated with Monitor	No
	If Yes, Resolution of Webcam	NA
	Availability of Speakers integrated with Monitor	No
	If Yes, Number of Speakers available	0
Power	Power Supply Capacity (Watt)	260
	Minimum Power Efficiency Range (%)	90 - 94
Certification	ROHS Compliance	Yes
	BEE / Energy Star for the given Model	Yes
Input Devices	Mouse Connectivity	Wired
	Type of Mouse	Optical Scroll
	Keyboard Connectivity	Wired

	Type of Keyboard	Standard
Operating Conditions	Minimum Operating Temperature	5 degree Celsius
	Maximum Operating Temperature	35 degree Celsius
	Minimum Operating Humidity (%RH)	5
	Maximum Operating Humidity (%RH)	90
Warranty	On Site OEM Warranty (Year)	3

Buyer Defined Additional Specification for खरीदार परिभाषित अतिरिक्त विशिष्टता के लिए hp Intel Core i5 12500 16 GB/ 1000 GB HDD/ Windows 11 Professional

Specification विनिर्देश	Value मूल्य
Desktop specification must match completely with the specification mentioned in attached Annexure - II (Desktop Specification - Intel i5). In case of any conflict in specification, the attached Annexure - II will be accepted.	Attached Annexure - II (Desktop Specification - Intel i5).
Kindly consider the Top 5 IDC in place of Top 3 IDC in s. no. 14 of Annexure - II (Desktop Specification - Intel i5) of specifications for Desktop Computers. The same is also referred in the serial no. 20 of ATCs.	Attached Annexure - II (Desktop Specification - Intel i5) and (ATCs) For Desktop Computers.
All points mentioned in attached Additional Terms and Conditions (ATCs) For Desktop Computers must satisfied by bidder.	Attached Additional Terms and Conditions (ATCs) For Desktop Computers.

ePBG Detail | ईपीबीजी विवरण

Advisory Bank सलाहकार बैंक :	IDBI Bank
ePBG Percentage(%) ईपीबीजी प्रतिशत (%) :	5.00
The bidder shall furnish ePBG as applicable as per bid's terms and conditions बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा	

Terms and Conditions | नियम और शर्तें

1. Special terms and conditions- Version:3 effective from 28-10-2023

1.1 *Local content means the amount of value added in India which shall, unless otherwise Prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value and percent.*

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Order

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

Sl.No. SPECIAL TERMS AND CONDITIONS FOR DESKTOP COMPUTERS

1 OPERATING SYSTEM

(i) There is no requirement that the OEM of the Desktop computer systems should be a device partner of Microsoft and hold a Microsoft Authorization form

(ii) Microsoft OS may be sourced directly from Microsoft by the OEMs holding device partner status and those not holding device partner status may source from authorized distributors i.e., M/s. Ingram or M/s. Redington and their authorized channel partners.

(iii) Buyers may ensure that MAF shall not be made a mandatory requirement in bids.

- (iv) If the supplies are made as per brands of OEMs who are global device partners, then the serial no of the machine supplied can be used to check the details of the product from the website of the OEM.

- (v) In the case of local device partners of Microsoft OS details such as digital key no., should be produced with supplies and the buyer may verify from Microsoft.

- (vi) In case of other OEMs who are sourcing from authorized National distributors of Microsoft Reddington or Ingram copy of the Invoice which contains the relevant serial no of Windows OS shall be submitted along with supplies and the buyer/consignee can verify the same from the OS server website or by telephone, or both

- (vii) In case the product offered is with DOS or Linux Operating system such verification of OS shall not be applicable

2 REQUIREMENT OF OEM LOGO

- (i) Buyers are advised to note that the incorporation of the condition stipulating the OEM logo on the motherboard is restrictive and may not be incorporated in the bids

3 CHANGING OR ALTERING THE CONFIGURATION

- (i) The seller must refrain from changing or altering the configuration of the factory pre-loaded machine. The machine should be delivered to the purchaser in its original, factory-approved configuration.

4 WARRANTY

- (i) The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms

- (ii) The warranty certificate should be verifiable through the OEM website/Customer care center. Buyer/consignee may ensure that as soon as supplies are received, they log to the OEM website/call center and verify the warranty certificate.

5 CHECKPOINTS DURING ACCEPTANCE OF SUPPLIES

- (i) Before generating the Consignee Receipt and Acceptance Certificate (CRAC), the consignee may inspect the system condition and verify that it complies with the agreed specifications and configurations and to ensure that there is no scope for the supply of refurbished products.
- (ii) In the case of a large number of units procured or complex installations buyer may opt for bidding and accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency specifying verification of configuration, warranty applicability, checking for refurbished /altered configurations, and checking other relevant details through OEMs website.
- (iv) At the time of receiving supplies, the consignee may ensure the following to ensure that any discrepancies are there in supplies can be flagged and reflected and taken into account while generating CRAC. (i) Packing should be checked properly
- (ii) Warranty certificate from OEM should be insisted and checked.
- (iii) Instruction manuals, and OS installed should be checked
- (iv) The machine serial no should also be checked.
- (v) The above points are for guidance and the buyer/consignee may take steps considered suitable by them for checking at the consignee end before acceptance of the systems

6 COMPLIANCE OF EXTENDED PRODUCER'S RESPONSIBILITY

- (i) With effect from 01.04.23 as per E-waste rules 2022 EPR registration is mandatory for manufacturing entities shall ensure compliance.

7 MANDATORY / STATUTORY REQUIREMENTS AS APPLICABLE

- (ii) OEMs shall have to ensure the mandatory/statutory requirements such as BIS-CRS, ISI Mark, Eco Mark, etc., as per the Government of India Notification issued from time to time for hardware components including monitor, keyboard, mouse, etc., as applicable.

2. General Terms and Conditions-

2.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

2.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

3. Buyer Added Bid Specific Terms and Conditions-

3.1 *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.

3.2 *Service & Support:*

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.

3.3 *Generic*

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Principal, Motihari College of Engineering,
NH 28A, Furshatpur, Bariya,
Motihari,
Bihar,
Pin - 845401
.

3.4 *Turnover*

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.

3.5 *Forms of EMD and PBG:*

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Principal, Motihari College of Engineering, Motihari
payable at
Motihari
.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3.6 *Forms of EMD and PBG:*

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledger. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

3.7 *Forms of EMD and PBG:*

Bidders can also submit the EMD with Banker's Cheque in favour of

Principal, Motihari College of Engineering, Motihari
payable at
Motihari
.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

3.8 *Generic*

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.

3.9 *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 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

3.10 *Certificates:*

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

3.11 *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 %.

3.12 *Buyer Added Bid Specific ATC:*

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

3.13 *Warranty:*

Warranty period of the supplied products shall be 3 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.

3.14 *Service & Support:*

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

3.15 *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.

3.16 *Service & Support:*

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

3.17 *Generic*

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 3 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 should meet this criterion.

3.18 *Generic*

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.

3.19 *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.

3.20 Generic:

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.

3.21 Generic:

IT equipment shall be IPv6 ready from day one.

3.22 Certificates:

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

3.23 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 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.

3.24 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

3.25 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.

3.26 Financial Criteria:

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

3.27 Turnover:

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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

3.28 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.

3.29 Past Project Experience:

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

3.30 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

3.31 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

Principal, Motihari College of Engineering, Motihari
payable at
Motihari

. 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.

3.32 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

Principal, Motihari College of Engineering, Motihari

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 pledger. 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 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.

3.33 Warranty:

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.

3.34 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 5 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the 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.

3.35 Past Project Experience:

The Bidder / OEM (themselves or through reseller(s)), should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion

3.36 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.

3.37 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 part of supply and cost should be included in bid price:

All standard accessories

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3.38 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.

3.39 Generic

The seller is required to print logo as per buyer's requirement.

3.40 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.

3.41 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.

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।