

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687756744185

अनुबंध तिथि | Generated Date : 16-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4545679](#)

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्रकार   Type : State Government मंत्रालय   Ministry : - विभाग   Department : Revenue Department Andaman & Nicobar संगठन का नाम   Organisation Name : N/A कार्यालय क्षेत्र   Office Zone: Office of the Assistant Commissioner MA	पद   Designation : LGC संपर्क नंबर   Contact No. : 03192-274201- ईमेल आईडी   Email ID : jmani1977.cashier@and.nic.in जीएसटीआईएन   GSTIN : - पता   Address : OFFICE OF THE ASSISTANT COMMISSIONER MIDDLE ANDAMAN RANGAT, NORTH AND MIDDLE ANDAMAN, ANDAMAN & NICOBAR-744205, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: Secretary Revenue, A & N Islands वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : Secretary Revenue, A & N Islands	Role: BUYER भुगतान का तरीका   Payment Mode: Offline पद   Designation : LGC ईमेल आईडी   Email ID : jmani1977.cashier@and.nic.in जीएसटीआईएन   GSTIN : - पता   Address: OFFICE OF THE ASSISTANT COMMISSIONER MIDDLE ANDAMAN RANGAT, North And middle andaman, ANDAMAN & NICOBAR-744205, India

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 5475180000097562 कंपनी का नाम   Company Name : ARIHANT ENTERPRISE संपर्क नंबर   Contact No. : 09825077047 ईमेल आईडी   Email ID : arihant6665@gmail.com पता   Address : (For Delivery @ 9081006644, For Account @9081006655),M/13/154 GOKUL APPARTMENT,SOLA ROAD,NARANPURA, AHMEDABAD, GUJARAT-380063, - एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-GJ-01-0154309 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 24AAJHP9428G1ZW

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

वितरण निर्देश | Delivery Instructions : Promptly and safely delivery.

उत्पाद विवरण   Product Details						
#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : CYNIX Intel Core i5 12400F 4 GB/ 1000 GB HDD/ Windows 10 Professional ब्रांड   Brand : CYNIX ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है   Selling As : OEM verified Reseller श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Desktop Computers (Q2) मॉडल   Model: CYNIX GenX iX6030 TOWER DESKTOP एचएसएन कोड   HSN Code: HSN not specified by seller	20	pieces	40,536	NA	810,720
कुल ऑर्डर मूल्य   Total Order Value (in INR)						810,720

## बायबैक आइटम विवरण | Buyback Item Details &lt;

#	आइटम विवरण   Item Description	मात्रा   Quantity	इकाई   Unit	इकाई मूल्य   Unit Price (INR)	कुल बायबैक मूल्य   Total Buyback Price(INR)
	वस्तु का नाम   Item Name : Desktop Computers विवरण   Description : Cabinet/Monitor				

1	<b>ब्रैंड  Brand:</b> NA <b>नमूना  Model:</b> NA <b>निर्माण का वर्ष  Year of Manufacturing :</b> 2016 <b>कब खरीदा गया  Purchased On :</b> 2016-07-13 <b>आयु  Age :</b> null	16	sqft	500	8,000
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**परोषिती विवरण| Consignee Detail**

क्र.सं.   S.No	परोषिती  Consignee	वस्तु  Item	लॉट नंबर  Lot No.	मात्रा  Quantity	दिनांक के बाद डिलीवरी शुरू करना है  Delivery Start After	वितरण पूरा कब तक करना है  Delivery To Be Completed By
1	<p>पद  Designation :-  ईमेल आईडी  Email ID : jmani1977.cashier@and.nic.in  संपर्क  Contact : 03192-274201-  जीएसटीआईएन  GSTIN :-  पता  Address : OFFICE OF THE ASSISTANT COMMISSIONER MIDDLE ANDAMAN RANGAT,  NORTH AND MIDDLE ANDAMAN, ANDAMAN &amp; NICOBAR-744205, India</p>	CYNIX Intel Core i5 12400F 4 GB/ 1000 GB HDD/ Windows 10 Professional	-	20	16-Mar-2024	30-Apr-2024

**Product Specification for CYNIX Intel Core i5 12400F 4 GB/ 1000 GB HDD/ Windows 10 Professional**

विनिर्देश  Specification	उप-विनिर्देश  Sub-Spec	मूल्य  Value
Processor	Processor Make	Intel
	Processor Generation	12
	Number of Cores per Processor	6
	Processor Base Frequency (GHz)	2.5
	Processor Description	Intel Core i5
	Processor Number	Intel Core i5 12400F
	Out of Band Management	NA
	Cache (MB)	18
Motherboard	Chipset Series	Intel B Series
	Chipset Number	Intel B660
	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)	0
	Expansion Slots (M Dot 2)	1
Graphics	Graphics Type	Dedicated/Discrete
	Graphic Card Description	NA
	Size of Memory in Case of Dedicated Graphic Card (GB)	1
	Size of VRAM in case of Integrated Graphics (MB)	0
Operating System	Operating System (Factory Pre-Loaded)	Windows 10 Professional
	Recovery Image Media	CD from the OEM
	OS Certification	Windows
Memory	Type of RAM	DDR4
	RAM Size (GB)	4
	RAM Speed (MHz)	2666
	Total Numbers of DIMM Slots Available	2
	Number of DIMM Slots populated	1
	RAM Expandability up to( using spare DIMM Slots in GB)	64
	Total Number of Internal Bays available	1
	Number of 2 point 5 inches internal Bays	0
	Number of 3 point 5 inches Internal Bays	1
	Number of 2 point 5 Inches Internal Bays Populated	0

Storage	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)	0
	Total SSD Capacity (GB)	0
	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)	19.4
	External Bays (Number)	1
	Optical Drive	N/A
	Internal Speaker	No
	Audio-in	Yes
	Audio-out	Yes
	Headphone out	Yes
	Microphone-in	Yes
Connectivity	Wireless Connectivity	No
	If Yes, Type of Wireless Connectivity	NA
	Number of Ethernet Ports	1
	Type of Ethernet Ports	10/100/1000 on board Integrated Gigabit Port
	Bluetooth Connectivity	No
	If Yes, Version of Bluetooth Available	0
Ports	Number of USB Version 2 Point 0 Ports	4
	Number of USB Version 3 point 0 / 3 point 1, Gen 1 Ports	2
	Number of USB Version 3 point 1, Gen 2 Ports	0
	Number of USB Type C Ports	0
	Number of Serial Ports	0
	Number of Parallel Ports	0
	Number of VGA Ports	1
	Number of HDMI Ports	0
Number of DP Ports	0	
Monitor	Model of the Monitor	NA
	Monitor Technology	TN
	LED Backlit Monitor Size (INCHES)	21.5
	Monitor Resolution (PIXELS)	1920x1080
	TCO Certification for Monitor	NA
	Number of VGA Ports in the Monitor	1
	Number of HDMI Ports in the Monitor	0
	Number of Display Ports in the Monitor	0
	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)	200
	Minimum Power Efficiency Range (%)	85 - 89
Certification	ROHS Compliance	Yes
	BEE / Energy Star for the given Model	No
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)	20
	Maximum Operating Humidity (%RH)	80
Warranty	On Site OEM Warranty (Year)	3

### ईपीबीजी विवरण | ePBG Detail

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

### नियम और शर्तें | Terms and Conditions

#### 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 Buyback for Non PFMS / Non GPA :

Buyback for Non PFMS/Non GPA:

1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC							
S.no	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G={A+C-D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
13. Item Details Consignee wise will be indicated in the corrigendum like -
  1. Consignee wise
  2. Item Description
  3. Serial Number
  4. Model
  5. Brand
  6. Year of manufacturing
  7. Purchased on
  8. Age
  9. Size, Rating, Designation
  10. Quantity
  11. Min price (Optional)
  12. Unit
  13. Working Guidelines (/Functional/Non-Functional)
  14. Remarks
14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.
15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

### 3.4 Forms of EMD and PBG:

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

ASSISTANT COMMISSIONER RANGAT

payable at

RANGAT

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.

### 3.5 Forms of EMD and PBG:

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

ASSISTANT COMMISSIONER RANGAT

payable at

RANGAT

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.

### 3.6 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.

### 3.7 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.

### 3.8 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 %.

**3.9 Buyer Added Bid Specific ATC:**

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

**3.10 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.

**3.11 Service & Support:**

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

**3.12 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.

**3.13 Service & Support:**

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

**3.14 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.

**3.15 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.

**3.16 Generic**

IT equipment shall be IPv6 ready from day one.

**3.17 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.

**3.18 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

**3.19 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.

**3.20 Scope of Supply:**

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

**3.21 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

ASSISTANT COMMISSIONER RANGAT

payable at

RANGAT

. 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.

**3.22 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

ASSISTANT COMMISSIONER RANGAT

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.

**3.23 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 15 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.

**3.24 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.

3.25 *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.

3.26 *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.

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।

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