

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687746683234

अनुबंध तिथि | Generated Date : 06-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4744381](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details				
प्ररूप Type :	Central PSU	पद Designation :	Ashish Kumar Saha			
मंत्रालय Ministry :	Ministry of Power	संपर्क नंबर Contact No. :	-			
विभाग Department :	Hydro Power	ईमेल आईडी Email ID :	buyer191.nl.sk@gembuyer.in			
संगठन का नाम Organisation Name :	NHPC Limited	जीएसटीआईएन GSTIN :	-			
कार्यालय क्षेत्र Office Zone:	Rangit4 Hydroelectric Project	पता Address :	Rangit-IV H.E.Project, Sikkip, Distt. Soreng, Soreng, SIKKIM-737121, India			
वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राधिकरण विवरण Paying Authority Details				
आईएफडी सहमति IFD Concurrence :	No	Role:	PAO			
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval:	Executive Director	भुगतान का तरीका Payment Mode:	Internet Banking			
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	General Manager (C)	पद Designation :	Senior Manager Finance			
		ईमेल आईडी Email ID :	pao36.nl.sk@gembuyer.in			
		जीएसटीआईएन GSTIN :	11AABCJ8141M2ZL			
		पता Address:	Rangit-IV H.E.Project, Sikkip, Distt. Soreng, South Sikkim, SIKKIM-737121, India			
विक्रेता विवरण Seller Details						
जेम विक्रेता आईडी GeM Seller ID :	6496180000092826					
कंपनी का नाम Company Name :	LATEST INFORMATION TECHNOLOGY					
संपर्क नंबर Contact No. :	09584475028					
ईमेल आईडी Email ID :	latestbhopal@yahoo.co.in					
पता Address :	Shop no. M8,,Shiristi complex,Zone-1,M.P. Nagar, Bhopal, MADHYA PRADESH-462011, -					
एमएसएमई सत्यापित MSME verified :	No					
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-MP-10-0030607					
एमएसई सामाजिक श्रेणी MSE Social Category :	General					
एमएसई लिंग श्रेणी MSE Gender :	Male					
जीएसटीआईएन GSTIN:	23ABEPG5379B1Z1 (R)					
*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 : Material may please be delivered at the earliest at Store Division, Rangit-IV HE Project, Sikkip, Reshi Bazar, Distt. Soreng, Sikkim-737121						
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 : hp Intel Core i7 All in One PC with 23.8 Inch Display/ Windows 11 Professional ब्रांड Brand : hp 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 : All in One PC (Q2) मॉडल Model: HP 440 G9 AIO i7 12700 Win11P 161SSD3 wifi 23.8" एचएसएन कोड HSN Code: 8471	30	pieces	89,289	NA	2,678,670
कुल ऑर्डर मूल्य Total Order Value (in INR)						2,678,670
परेषिती विवरण Consignee Detail						
क्र.सं. S.No	परेषिती 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
	पद Designation :-					

1	ईमेल आईडी Email ID : buycon67.nl.wb@gembuyer.in संपर्क Contact : -9438351837- जीएसटीआईएन GSTIN : - पता Address : Rangit-IV H.E.Project, Sikkip, Distt. Soreng, Soreng, SIKKIM-737121, India	hp Intel Core i7 All in One PC with 23.8 Inch Display/ Windows 11 Professional	-	30	06-May-2024	04-Aug-2024
Product Specification for hp Intel Core i7 All in One PC with 23.8 Inch Display/ Windows 11 Professional						
विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value				
Motherboard	Chipset Series	Intel Q Series				
	Chipset Number	Intel Q670				
	Expansion Slots (M Dot 2)	3				
Processor	Processor Make	Intel				
	Processor Generation	12				
	Number of Cores per Processor	12				
	Processor Base Frequency (GHz)	2.1				
	Processor Description	Intel Core i7				
	Processor Number	Intel Core i7 12700				
	Out of Band Management	NA				
	Cache (MB)	25				
Graphics	Graphics Type	Integrated				
	Graphic Card Description	UHD GFX 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	CD from the OEM / Stored in Partition of the Hard Disk / USB Drive from the OEM / 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	Type of Drives used to populate the Internal Bays	SSD				
	Number of Internal Bays populated with HDD	0				
	Capacity of each HDD (GB)	NA				
	Total HDD Capacity (GB)	0				
	Number of Internal Bays populated with SSD	1				
	Capacity of each SSD (GB)	1024				
	Total SSD Capacity (GB)	1024				
	Optane Memory (GB)	0				
Display	Display Size (INCHES)	23.8				
	Display Type	Non Touch				
	Panel Technology	IPS				
	Display Resolution (PIXELS)	1920x1080				
	Availability of Webcam integrated with Display	Yes				
	If yes, Resolution of Webcam	FHD				
	Availability of Speakers integrated with Display	Yes				
	If Yes, Number of Speakers available	2				
	Wireless Connectivity	Yes				

Connectivity	If Yes, Type of Wireless Connectivity	Wi-Fi 802.11ac
	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	0
	Number of USB Version 3 point 0 / 3 point 1, Gen 1 Ports	2
	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 VGA Ports	0
	Number of HDMI Ports	1
	Number of DP Ports	1
Generic	Optical Drive	N/A
	Audio-in	No
	Audio-out	No
	Headphone out	Yes
	Microphone-in	Yes
	Stand	Height Adjustable
Power	Power Supply	External
	Power Supply Capacity (Watt)	150
	Minimum Power Efficiency Range (%)	85 - 90
Certification	BIS Registration under CRS of Meity	Yes
	BIS Registration Number and its Validity	R-61002135
	ROHS Compliance	Yes
	BEE / Energy Star for the given Model	Yes
	Other Certification Available	UL,CE,FCC
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
खरीदार परिभाषित अतिरिक्त विशेषता के लिए Buyer Defined Additional Specification for hp Intel Core i7 All in One PC with 23.8 Inch Display/ Windows 11 Professional		
विनिर्देश Specification		मूल्य Value
Additional / Special Terms and conditions		The offered make of All in One PC must have their service center at Siliguri or Gangtok
शुद्धिपत्र Corrigendum		
1. तक बढ़ाया गया Extended Upto : 2024-04-01 14:00:00		
ईपीबीजी विवरण ePBG Detail		
सलाहकार बैंक Advisory Bank :		State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):		5.00

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

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

1.2 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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

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

2.2 Generic

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

Store Division
Rangit-IV Hydroelectric Project
Sikkim
Distt. Soreng
Sikkim-737121
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2.3 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.

2.4 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 %.

2.5 Generic

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

2.6 Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

2.7 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Special Terms and Conditions of Contract

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These Conditions shall be read and construed along with the General Terms & Conditions of GeM and in case of any conflict or inconsistency between these two, the provisions of these Conditions shall prevail.

0.0 Scope of Supply:

“Supply of 30 nos. Desktop Computers (all in one) for Rangit- IV Hydro Electric Project, Sikkim, Sikkim. Inclusive of packing, handling, forwarding, transportation, insurance etc. (as specified in Technical Specification) at Central Store, Rangit-IV HEP, Sikkim, Distt.-Soreng, Sikkim, PIN: 737121.

1.0 Prices and Taxes & Duties:

2.1 Prices shall be Firm, Final and on F.O.R destination basis i.e. Central Store, Rangit-IV HEP, Sikkim, Distt.-Soreng, Sikkim, PIN: 737121 inclusive of charges for packing, handling, forwarding, transportation, insurance and all applicable taxes & duties etc..

2.2 Taxes, duties and levies, as applicable twenty-eight (28) days prior to deadline for submission of bids, shall be mentioned separately in Price Bid i.e. Schedule of Quantities & Prices.

2.3 The GSTIN along with relevant details for Rangit-IV HEP, JPCL, NHPC Limited, Sikkim, Distt.-Soreng, Sikkim has

been indicated below for your ready reference.

2.4

Name of Project/Unit : Rangit-IV HEP, JPCL

**Address of Principal place of business/
Additional place of business** : Sikkip, Dist-Soreng

State : Sikkim

State Code : 11

GSTIN :11AABCJ8141M2ZL

Principal place of business for the purpose of GST
:Rangit-IV HEP, JPCL, NHPC Limited, Sikkip, Distt
.-Soreng, Sikkim-737121

2.0 Terms of Payment:

100% payment along with all taxes and duties shall be released upon successful inspection after receipt of material in full and good condition at Central Store, Rangit-IV HEP, JPCL, NHPC Limited, Sikkip, Distt.-Soreng, Sikkim-737121 and upon production of following documents:

Detail of Documents:

- i) Evidence of dispatch (GR/ LR etc.)
- ii) Invoice in Triplicate along with detailed packing list.
- iii) Inspection Report,
- iv) Insurance Intimation/ Cover (if any)
- v) Warrantee Certificate

3.0 Delivery Period:

The delivery of equipments/ items shall be completed within 90 days from the date of issue of the Letter of Award / Supply order.

4.0 Liquidated Damages:

If the Supplier fails to attain completion of the supply & Installation of the material or any part thereof within the prescribed time for completion (due to delays not attributable to the Supplier), the Supplier shall pay to the Purchaser liquidated damages equal to the amount computed @ ½ (half) percent per week or part thereof of Contract Price plus applicable GST. The aggregate amount of such Liquidated damages shall in no case exceed 10% of the Contract Price plus applicable GST. However, cost compensation for any time extension shall not be paid.

5.0 Warrantee:

The equipment/ items shall be warranted against poor quality or workmanship of material or manufacturing defects for a minimum period of 36 months commencing upon the setting to work of item. During the Warrantee period the Supplier shall repair/replace the defected items free of cost and no conveyance or any other charges shall be paid. If any defect is not remedied within a reasonable time, the Purchaser may proceed to do the work at the Supplier's risk and expense, but without prejudice to other rights, which the Purchaser may have against the Supplier in respect of such defects.

6.0 Consignee: consignee will be read as -GSM(Store), and delivery of materials shall be at the Central Store, Rangit-IV HEP, JPCL, NHPC Limited, Sikkim, Distt.-Soreng, Sikkim-737121.

7.0 Inspection:

Post-Delivery: The received item at site shall be inspected by the authorized representative of Engineer-in-Charge at Central Store, Rangit-IV HEP, JPCL, NHPC Limited, Sikkim, Distt.-Soreng, Sikkim-737121, after safe receipt of items.

8.0 Engineer In-Charge: GM(E), Rangit-IV HEP JPCL, NHPC Limited, Sikkim, Distt.-Soreng, Sikkim-737121 or his duly authorized representative who shall act and represent NHPC at all time during the currency of the contract. Email:

9.0 Bid Security / Earnest Money Deposit (EMD)

9.1 Bidder shall submit along with the bids, the requisite Bid Security / EMD for an amount of 60,000/- (Rupees Sixty Thousand Only) as given in NIT appended hereto. Bid security / EMD may be deposited in the form of a Crossed Bank Draft in favour of "JPCL" payable at 'SBI, Rangit Nagar, Hingdam, Sikkim (SBIN0009808)' issued by an Indian nationalized bank or any scheduled bank of India or any scheduled bank of India in the form of Bank Guarantee (BG) issued by an Indian nationalized bank or any scheduled bank of India. Bank guarantee shall be valid up to three months beyond the Bid validity period as per prescribed format (Annexure-II). Failure to do so may prevent a tender from being considered

Micro and Small enterprises (MSEs) Units registered with NSIC under their Single Point Registration Scheme or District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Village Industries Board (KVIB) or Coir Board or Directorate of Handicrafts and Handlooms or any other body specified by Ministry of MSME or MSEs having Udyog Aadhar Memorandum/ Udyam Registration Certificate for the goods are exempted from furnishing the Bid Security / EMD. They should furnish with the Bid a Notarized copy of the valid registration certificate / Entrepreneurs memorandum (EM-II) details / other relevant documents issued by above board / body in their favors, for the goods covered under this Tender document. No other bidders are exempted from furnishing Bid Security / EMD as mentioned above.

Under above provisions only those bidders are exempted from furnishing of EMD, who are registered as manufacturer of goods in Micro or Small category. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012

10.0 Qualifying Criteria:

i) **The bidder should be manufacturer of the equipment/system of required capacity/configuration or authorized dealer of a manufacturer of the equipment/system to quote on behalf of their manufacturer in case manufacturer does not quote directly.**

In such a case, the authorized dealer shall have to submit relevant ' Authorized Dealership' certificate from the manufacturer.

Manufacturer, without reference to any specific tender and having validity of such authorization for considerable duration shall be determining the eligibility of the particular tender. Authorization issued with reference to specific tender in favour of particular tender/bidder will not be entertained.

In case a dealer is participating in a tender on behalf of one manufacturer, he is not allowed to participate/quote on behalf of another manufacturer in this tender or in a parallel tender for the same item. All such bids with same make/manufacturer will be rejected.

ii) **Bidder should have supplied at least two similar equipment/ system/items of same capacity or higher in previous seven years.**

iii) **Similar contract /supply means "Supply of Desktop Computers/All in One"**

- iv) The bidder must submit proof of completion of supply of the equipment/item.
- v) The equipment supplied should have performed satisfactorily for one year from the date of commissioning.
- vi) A valid ISO certification of Manufacturer for manufacturing the specified equipment/system should be submitted with the bid.
- vii) In case of experience certificates produced by the contractors for having executed works for or Private Organizations, TDS Certificates shall also be produced along with experience certificate.
- viii) The reference date for considering the period for eligibility/qualification requirements above shall be the last day of the month previous to the one in which tenders are invited.
- ix) Duly sealed and signed copy of Technical Specification as a token of acceptance & compliance (refer Specification Document in the Bid Document).

Financial Criteria:

a. Turnover:

The average annual financial turnover of 'The bidder' during the last three years, ending on 31st March 2023 should be at least 50% of the estimated cost (or equivalent in foreign currency at exchange rate prevalent on 31 March of the respective accounting year) as per the Annual Report (Audited Balance Sheet and Profit & Loss Account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries.

b. Working capital:

The working capital (current assets minus current liabilities) shall be equal to at least 3 times the monthly cash flow requirement i.e. Estimated cost of work*3/Supply period

c. Net Worth:

The net worth of the bidder firm (manufacturer or principal of authorised representative) (i) should not be negative on 31st March 2023 and also (ii) if it is less than paid up equity share capital then it should not have been eroded by more than 30% (thirty percent) in the last three years, ending on 31st March 2023.

d. The bidders against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016 (as amended time to time) have been started shall not be eligible for bidding.

11.0 PRE - CONTRACT INTEGRITY PACT

Bidder have to submit Pre-Contract Integrity Pact as per *Annexure-I* on plain paper at the time of submission of bid and on Non- Judicial Stamp Paper of appropriate value by successful Bidder (Contractor) prior to issue of Supply Order.

12.0 Performance Guarantee:

Within 28 days of receipt of Supply Order, the Supplier shall furnish to the Engineer-in-Charge a Performance Guarantee in the form of Demand Draft/ Bank Guarantee from an Indian Nationalized Bank or any Scheduled Bank in India as per the format appended as *Annexure-III* herewith for an amount equal to (5) five percent of the contract price by way of guarantee valid till three months beyond the warranty period as mentioned in the Supply Order for the due and faithful performance of the contract along with the other terms and conditions agreed to. The Performance Guarantee shall be released after successful completion of the warranty period. The Performance Guarantee amount will not earn

any interest for the whatsoever period detained by NHPC. Contractor shall communicate the following bank details to the issuing Bank for online confirmation of Bank Guarantee to be submitted in terms of this clause:

Name of the beneficiary: Jal Power Corporation Limited

Account No.: 40143056372

13.0 OFFLINE SUBMISSIONS:

Earnest Money (EMD)/ Bid security forming part of Techno Commercial bids shall be submitted offline (i.e. physically) as per the Bid Document, in a separate sealed envelope bearing on the top the reference of the Tender specification to “Sr. Manager (C), Procurement Division, Rangit-IV HEP, JPCL, NHPC Limited, Sikkim, Distt.-Soreng, Sikkim-737121”, which must be delivered within 5 working days of Bid opening failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.

The scanned copy (ies) of EMD/ Bid security are to be uploaded online on the GeM portal along with the Bid as provided in Bid Document i.e. Demand Draft/ Banker's Cheque/ Bank Guarantee / Notarized copy of valid relevant MSEs Certificate towards Bid Security / EMD.

These envelope(s) shall not contain anything else. This part of bid should not contain any “Price information”.

If any discrepancy is found between the submitted DD/BC/BG towards Bid Security/ EMD and the scanned copy of same uploaded online then the online bid shall be liable for rejection.

14.0 Additional / Special Terms and conditions:-

- i) Specific Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Product serial no's and warranty information should be available in public domain, All Item should be of same OEM make and color.
- ii) OEM should have same make of Monitor, CPU, Mouse and Keyboard etc.
- iii) OEM LOGO / trademark should be embossed on them (No sticker will be accepted)
- iv) Specific Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents.
- v) Compliance sheet and EOL certificate must be in OEM Letterhead with company seal & sign.
- vi) Declaration required on end-of-life by the OEM before this period, Malicious Quote, OS certificate and Warranty Certificate. (OEM Letter Head)
- vii) Certification - ISO 9001,14001, ISO 20001, ISO 27001 for OEM, TCO 8.0 certification for Monitor, Energy star 7.1, EPEAT Certified, ROHS and UL certificate.
- viii) OEM should be present in the TOP 5 No's as per latest IDC report.

15.0 Specification /Details of Item**Detailed Technical Specifications of All in One PC**

All-in-One Desktop Computer (Make: HP/Lenovo/DELL/Acer/any other reputed Make) 30 Nos.

Models - Business/Commercial/Managed Models (not Home series models) with the following Configuration:

S I. N O	Items	Specification

1	Form factor	All in One PC
2	Processor	12th Generation Intel Core i7- Processor or higher
3	No of Cores	12 or More Per Processor
4	Chipset Series	Intel Q Series
5	Chipset	Intel® Q470 or latest chipset
6	Processor Speed	2.1 GHz base frequency or higher
7	Cache	20 MB or higher
8	Standard Memory	16 GB DDR4-3200 MHz or higher
9	Expansion Slot	2 DIMM or higher
10	RAM Expandability	up to 64GB
11	Graphics	Intel UHD 770 Graphics or Latest
12	Storage	1TB SSD or higher
13	Optical Device	Optional
14	Ports	USB 3.0/3.1 Gen1 port - 2 or more, USB 3.1 Gen 2 port - 3 or more, USB Type C Port - 1 or more, 1 No HDMI Port or more, Head Phone out/ Micro Phone-in combo or as per OEM
15	Stand	Height Adjustable
16	Communications	Ethernet port - 10/100/1000 on board Integrated Gigabit Port or higher Wi-Fi 802.11ac or higher Bluetooth 5.0 or higher
17	Audio	Integrated audio with speakers (No. of Speakers 02 or more)
18	Mouse	2 button Optical Scroll Mouse of Same OEM make as of PC
19	Keyboard	Standard Keyboard (104 keys) of same OEM make as of PC
20	Display	23.8" Non touch IPS 1920X1080 or Higher
21	Webcam	FHD Webcam integrated with display
22	OS	OEM Factory Preloaded : Windows 11 Professional 64 bits along with OEM License
23	Warranty	Minimum 03 years On site OEM warranty
24	Power Supply	120-230 W with 85% average efficiency or better
25	Others	Other hardware and software accessories as provided by OEM

ECS - Form

NHPC Limited

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)
(PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)

No. :

1. BIDDER'S NAME

: _____

Enabling the Bidder(s)/ Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

COMMITMENTS OF THE EMPLOYER:

- 1.1 The Employer undertakes that no official of the Employer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/ Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2. The Employer will, during the pre-contract stage, treat all the Bidders/ Contractors alike, and will provide to all the Bidders/ Contractors the same information and will not provide any such information to any particular Bidder/ Contractor which could afford an advantage to that particular Bidder/ Contractor in comparison to other Bidders/ Contractors.
- 1.3. All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the contract would not be stalled.

3.0 COMMITMENTS OF THE BIDDER(S)/ CONTRACTOR(S):

The Bidder(s)/ Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit themselves to observe the following principles during participation in the tender process and during contract execution:-

- 3.1. The Bidder(s)/ Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder/ Contractor further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.
- 3.3 The Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/ Contractor(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any/ all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract.
- 3.5 Deleted.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The Bidder/ Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/ Contractor also undertake to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s)/ Contractor(s) commit(s) to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s)/ Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder/ Contractor or any employee of the Bidder/ Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/ stake in the Bidder(s)/ Contractor(s) firm (excluding Public Limited Company listed on Stock Exchange), the same shall be disclosed by the Bidder/ Contractor at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 3.13 The Bidder(s)/ Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.
- 3.14 The representative of the Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- 3.15 In case of sub-contracting, the bidder/principal contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.

4.0 PREVIOUS TRANSGRESSION:

- 4.1 The Bidder(s)/ Contractor(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

5.0 EARNEST MONEY (SECURITY DEPOSIT):

The provision regarding Earnest Money/ Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

6.0 SANCTIONS FOR VIOLATIONS:

- 6.1 Any breach of the aforesaid provisions by the Bidder/ Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question shall entitle the Employer to take action as per the procedure mentioned in the "Guidelines on Banning of B

Business Dealings" attached as Annex-A and initiate all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/ Contractor. However, the proceedings with the other Bidder(s)/ Contractor(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit/ Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/ Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/ rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/ Contractor.
- (iv) Deleted.
- (v) To encash the Bank Guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (vi) Deleted.
- (vii) To debar the Bidder/ Contractor from participating in future bidding processes of NHPC Limited as per provisions of Guidelines on Banning of Business Dealings" of NHPC Limited (Annex-A), which may be further extended at the discretion of the Employer.
- (viii) To recover all sums paid in violation of this Pact by Bidder(s)/ Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/ Contractor, the same shall not be opened/ operated.
- (x) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The Employer will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the Bidder/ Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/ Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/ Contractor shall be final and conclusive on the Bidder/ Contractor. However, the Bidder/ Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

7.0 INDEPENDENT EXTERNAL MONITOR(S):

- 7.1 The Employer has appointed Independent External Monitors Dr. Vinod Aggarwal and Sh. Prabhash Singh (hereinafter referred to as monitors) for this Pact after approval by the Central Vigilance Commission.
- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors report to CMD, NHPC.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/ procurement, including minutes of meetings, whenever required. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/ contract.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CMD, NHPC Ltd. and request NHPC Limited to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7.6 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/ Contractor. The Bidder/ Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Subcontractor(s) with confidentiality. The monitor has also signed declaration on 'Non-Disclosure Agreement' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, NHPC and recuse himself/herself from that case.
- 7.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 7.8 The Monitor will submit a written report to the CMD, NHPC Limited within 8 to 10 weeks from the date of reference or intimation to him by the Employer/ Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 7.9 The word 'Monitor' would include both singular and plural.

8.0 FACILITATION OF INVESTIGATION:

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Employer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/ Contractor and the Bidder/ Contractor shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9.0 LAW AND PLACE OF JURISDICTION:

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Employer, i.e. Faridabad (Haryana). The arbitration clause provided in the tender document/ contract shall not be applicable for any issue/ dispute arising under Integrity Pact.

10.0 OTHER LEGAL ACTIONS:

10.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10.2 Changes and supplements as well as termination notice need to be made in writing.

10.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/ joint venture.

11.0 VALIDITY:

11.1 The validity of this Integrity Pact shall be from date of its signing and expires for the contractor 12 months after the last payment under the contract, and for all other bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from business dealings.

11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

11.3 Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

11.4 In the event of any contradiction between Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

For & on behalf of Employer

For & on behalf of Bidder/Contractor

(Office Seal)

(Office Seal)

Place-----

Place-----

Date-----

Date-----

Witness:

Witness

1. _____

1. _____

(Name and address)

(Name and address)

2. _____

2. _____

(Name and address)

(Name and address)

ANNEXURE-II

BANK GUARANTEE FORMAT FOR EARNEST MONEY

(To be Executed on Non-Judicial Stamp Paper of Appropriate value)

Bank Guarantee No.

Date

(Name of Contract)

To,

[Jal Power Corporation Limited,

Rangit Nagar, Namchi, Sikkim-737111]

WHEREAS (name of bidder) (herein called "the bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (herein called "the Bid")

KNOW ALL PERSONS by these present that WE (name of Bank) of (address of Bank) (herein called "the Bank"), are bound unto NHPC Limited (a Govt. of India Enterprises) (herein called "the Employer") for the sum of : (amount), for which payment well and truly to be made to the said Employer, the bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the bidder, having been notified of the acceptance of its Bid by the Employer during the period of Bid validity.
 - a) Fails or refuses to sign the Contract Agreement when required, or

b) Fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of M/s.....(name of contractor).

This guarantee will remain in force up to and including (date 90 days after the period of Bid validity), and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

in the capacity of

Common Seal of the Bank with complete address including Tel./Fax Nos.

Staff Authority No. of the officer of the Bank/ Signatory

INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the Stamp Act if applicable to that particular state of Indian Union country of executing Bank, where executed. In case the same is issued by a first class International bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the Bank Guarantee for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Bank.
2. The executing officers of the Bank Guarantee for Earnest Money/ Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./ Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Bank Guarantee for Earnest Money Deposit shall be duly signed/ initiated by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (supra 2) under the seal of the Bank.
4. Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, after the date 'Notice Inviting Tender' not more than six(6) months prior to execution/ issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non-confirmation of which may lead to rejection of 'Bid Security'.
5. Irrevocable, valid and fully enforceable Bank Guarantee in favor of the employer (Name of Employer) issued by any scheduled bank approved by the Reserve Bank of India which is acceptable to the Employer. The Bank Guarantee issued by a Foreign Bank shall be routed through the corresponding branch of such scheduled foreign banks in India or any scheduled Bank, acceptable to the Employer.
6. Bank Guarantee for Bid Security in original shall be submitted alongwith the Bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

ANNEXURE-III

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

Bank Guarantee No.

Date.....

To:

Jal Power Corporation Limited,

Rangit Nagar, Namchi, Sikkim-737111

Dear Sirs,

In consideration of the[Employer's Name] (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s [Contractor's Name] with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. dated and the same having been acknowledged by the Contractor, for '"" [Contract sum in figures and words] for '"" [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to '""(*)'.. of the said value of the aforesaid supply under the Contract to the Employer.

We[Name & Address of the Bank] ..'..... having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto (@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till '""[day/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank declares that this Bank Guarantee is issued by the bank, utilizing the credit limit of M/s.....(name of contractor) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i) Our liability under this Bank Guarantee shall not exceed

ii) This Bank Guarantee shall be valid up to

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serve upon Bank a written claim or demand on or before@.....

Dated thisday of 20..... at.....

WITNESS

Signed for and on behalf of the Bank

1.

.....

(Signature)

(Signature)

.....

.....

(Name)

(Name)

.....

.....

(Official Address)

(Designation with Bank Stamp) Staff No.

Full Address of Bank with Tel., Fax. No.

2.

(Signature)

.....
(Name)

.....
(Official Address)

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

Notes: 1. (*) This sum shall be **five percent (5%)** of the Contract Price denominated in the types and proportions of currencies.

(@) This date will be Ninety (90) days beyond the Defects liability period or completion period as specified in the Contract whichever is later. The Bank Guarantee shall be released after completion of job and upon certification by Engineer/ Officer -in-charge.

(+) This date will be the date of issue Defects Liability Certificate.

2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

3. Vendor's stamp with full details i.e. name of the purchaser in whose favours this stamp paper has been purchased, should be invariable mentioned on the back side of the stamp paper.

4. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on behalf of Contractor) under the registered post (A.D.). The contractor can submit an advance copy of Bank Guarantee to the Employer. However, in case of exceptional circumstances where efficient postal services are not in force, the Bank Guarantee may be submitted by the contract or directly to the employer and the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly under the registered post (A.D.) to the Employer, with a forwarding letter..

5. In case the same is issued by a first class International Bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the bank Guarantee shall be got confirmed through any Indian Scheduled/Nationalized Bank.

6. The issuing bank shall write the name of the bank's controlling branch/ Head Office along with contact details like telephone / fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

Check List (for online/ offline submission)

Sl.No.	Document Required	Action required	Submitted Please tick (√)
-			
1	Documentary evidences in support of the qualification criteria as per SCC Clause No. 10.0. i) Valid Manufacturer/ Dealership certificate without reference to any specific tender ii) Copy/proof of two completed similar supply within last seven years & performance. iii) Valid ISO certificate from the manufacturer iv) Balance Sheet, Profit & Loss account of last three years of the bidder	To be uploaded online.	
2	Integrity Pact as per Performa (Annexure-I) duly signed & Stamped at each page.	To be uploaded online.	-

3	Bid Security / EMD	To be submitted in hard copy within 5 days from the date of opening of bid and scanned copy to be uploaded online	-
	(i) DD/BC/BG amounting to ₹ 60,000/-		
	Or		-
	(ii) Valid certificate towards exemption of Bid Security / EMD.		
4	ECS Form as per attached Annexure	To be uploaded online duly filled in.	-
5	PAN - Copy of PAN card, GSTIN	To be uploaded online.	-
6	Confirmation of ATC as per clause 14.0 & Technical Specification as per clause 15.0	To be uploaded online duly signed	-
7	Requisite certification of the items	To be uploaded online	-

2.8 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.

2.9 Buyer Added Bid Specific ATC:

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

2.10 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.

2.11 Service & Support:

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

2.12 Generic

IT equipment shall be IPv6 ready from day one.

2.13 Certificates:

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

2.14 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

2.15 Scope of Supply:

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

2.16 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.

2.17 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

JPCL

payable at

SBI, Rangitnagar, Distt. Namchi, Soreng

. 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 of the original DD to the Buyer within 15 days of award of contract.

2.18 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.

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।

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