

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-07-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	23-07-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Education
विभाग का नाम/Department Name	Department Of Higher Education
संगठन का नाम/Organisation Name	Indian Institute Of Technology (iit)
कार्यालय का नाम/Office Name	New Delhi
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id : Buyer Email id: buycon3766.iiti.jh@gembuyer.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Concrete Test Hammer (Rebound Hammer) (Q3)
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	5 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Registrar, IIT(ISM) Dhanbad
IIT(ISM) Dhanbad, Dhanbad, Jharkhand - 826004.
(Registrar)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within $L-1+15\%$ (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in Bid / RA process.

Concrete Test Hammer (Rebound Hammer) (1 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

[* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
PERFORMANCE	Display of Rebound Value Reading	Digital
	Impact Energy (Approximate) (Nm)	2.207 to 2.25
	Maximum Thickness of structural component for testing	100 mm and above
	Lowest Measurable Compressive Strength	10.0 (megaPascal)
	Highest Measurable Compressive Strength	120.0 (megaPascal)
	Resolution (in Rebound Index Number, R-Value)	0.1
	Accuracy (in Rebound Index Number, R-Value) (when tested on calibration anvil at 80)	2
DISPLAY / INTERFACE / STORAGE	Type of Display	LCD
	Display Backlight	Yes
	Digital Graphical Display	Yes
ACCESSORIES	standard accessories inclusive in the scope of supply	Battery charger for Rechargeable Batteries with USB cable, Data transfer cable, Data transfer software for PC and Printer, carrying strap, Abrasive grinding stone, chalk, Documentation, Carrying case, instruction booklet with conversion charts
POWER	Battery Life under continuous operation	12, 16, 20, 24, 30, 36, 34, 50 Or higher (hour)
OPERATING CONDITIONS / INGRESS PROTECTION	Minimum Operating Temperature	0.0 (degree Celsius)
	Maximum Operating Temperature	50.0 (degree Celsius)
	Ingress Protection	IP 55, IP 56, IP 57 Or higher
WARRANTY	WARRANTY	1.0 (year)

Additional Specification Parameters - Concrete Test Hammer (Rebound Hammer) (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Interface	USB, Bluetooth, Mobile App.
Data Storage (Test Result)	10001 to 20000 measurement series.
Software (Compatible operating system & OS version and Salient feature	iOS/Android and Automatic conversion of rebound index number to equivalent compression strength, Direct display of compressive strength in user chosen units, rebound value free of impact angular correction.
Software features	Uniformity assessment with summary view of test results, sorting of data, user defined conversion curves (polynomial and exponential), user defined statistical methods, calculation of averages and standard deviations, highlighting of mean, median and outliers, printable report format showing complete test statistics with user comments, data export to third party software.
Compressive Strength Conversion units for user selection.	Mpa, N/mm2, Kg/cm2, psi

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

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Hemsagar Hembrom	826004,Administrative Block, Indian Institute of Technology (Indian School of Mines), Dhanbad, Jharkhand	1	58

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. ELIGIBILITY CRITERIA FOR BIDDERS

1.a The bidder should be a **Registered OEM** or an Authorized Distributor .

1.b The original equipment manufacturer (OEM) should have least 5 years of experience in the field of supplying Non-Destructive equipment.

1.c The bidder should have a valid ISO certificate- ISO 9001:2015 & ISO 27001:2022

1.d The bidder must have supplied at least three similar types of equipment from our specified list to a minimum of three reputed organizations such as IITs, IISc, IISERs, NITs or government laboratories like DRDO, DMRL, or ISRO within the last three years. Alternatively, the bidder can qualify if they have supplied equipment to three reputed international institutes that rank within the top 250 in the Times Higher Education World University Rankings of 2023 for the subject of Engineering and Technology.

- 1.e** The equipment manufactured by the bidder should be of high quality and demonstrate consistent performance.
- 1.f** The bidder should not be under liquidation or blacklisted by any State Govt. or Central Govt. organization or any PSU's
- 1.g** Bidder have to provide minimum 5 years spares support after warranty period on additional cost basis.
- 1.h** ***Product specifications submitted by the bidder have to be supported by printed technical leaflet/literature with photo of the quoted model. Merely copying our specifications and stating "yes" for compliance without any documented evidence will not be accepted.***
- 1.i** The bidder shall provide web URLs of the equipment listed on the Original Equipment Manufacturer (OEM) website. Additionally, the bidder must submit screenshots and/or user manuals of the operating software and mobile applications, along with the corresponding URLs for downloading the software and applications.
- 1.j** The manufacturer / bidder shall clearly confirm that the instrument exists for inspection and testing. If needed, these facilities can be accessed by the purchaser or their representative for inspection of technically qualified bidders before the opening of commercial bids.

2. LIST OF CONFIRMATORY DOCUMENTS

Sl. No.	Submission of Documents related to Eligibility Criteria	Scanned copy of documents to be uploaded by bidder in support of information/ declaration furnished online by the bidder against Eligibility Criteria (CONFIRMATORY DOCUMENT)
Clause 1.a	OEM	Tender Specific OEM Authorisation Certificate
Clause 1.b	Experience of supply	Company Registration document/ Certificate of Incorporation
Clause 1.C	ISO 9001:2015 & ISO 27001:2022.	Valid ISO Certificates

Clause 1.d	Proof of supply & Users	Bidders have to submit Purchase Order and Successful Installation report. In case the tender specification of a model closely meets our requirement, the purchase committee can relax this criterion. Also submit the complete user list along with their contacts.
Clause 1.e	Quality and performance of equipment	Bidder should submit minimum two performance reports from the existing users. Details of the purchasing authority with contact no and email id of the concerned persons shall be provided to verify the current performance of the equipment.
Clause 1.f	Non-liquidation and non-blacklisting status	Affidavit of Non-Liquidation and Non-Blacklisting: A notarized affidavit or declaration by the authorized representative of the bidder stating that the company is not under liquidation and has not been blacklisted by any State Government, Central Government organization, or any Public Sector Undertakings (PSUs).
Clause 1.g	5 Year after sales support	Commitment Letter/Declaration: A letter from the bidder stating their commitment to providing after-sales support for a minimum of five years. This letter should specify the scope of support, including maintenance, spare parts availability, technical assistance, and service response times.
Clause 1.h	Technical Specification of equipment	Product specifications submitted by the bidder have to be supported by printed technical leaflet/literature with photo of the quoted model. Merely copying our specifications and stating "yes" for compliance without any documented evidence will not be accepted.
Clause 1.i	Web URLs	Web URLs to the quoted product Web URLs to download the software
Clause 1.j	Availability of equipment for inspection	Declaration by Manufacturer / Bidder confirming that the instrument exists for inspection and testing.
	Other	Technical Compliance Report
** Submission of irrelevant document may lead to rejection of the bid.		

3. ACCEPTANCE/ REJECTION OF BIDS:

The Institute reserves the right to reject any bid not fulfilling the eligibility criteria. Submission of incomplete bid/ incomplete bid format would lead to rejection of bids. All documents required to be submitted should be the part of the bid. If any document is not submitted, the bid will be treated as incomplete and this would lead to rejection. No communication in this regard will be entertained.

4. DELIVERY AND DOCUMENTS:

Delivery of the goods should be made within the maximum period specified in the 'SCHEDULE' from the date of placement of the purchase order. Within 24 hours of shipment, the supplier shall notify the purchaser via e-mail of the full details of the shipment, including the contract number, railway receipt number/AWB, date, description of goods, quantity, name of the consignee, invoice, and other relevant details

The supplier shall be responsible for covering all costs associated with unloading, unpacking, and placing the equipment in the designated laboratory. The supplier is also required to arrange the necessary manpower and cranes for these tasks. However, in the event of early written notification, the buyer department may provide contact information of local labour contractors or crane services to facilitate the unloading process. The delivery must be done at working hours with prior intimation to the buyer department.

The supplier shall submit following documents to the buyer:

- I. Manufacturer's/Supplier's warranty certificate;
- II. Inspection Certificate issued by the nominated inspection agency, if any
- III. Supplier's factory inspection report; and
- IV. Certificate of Origin (if possible by the beneficiary);
- V. Two copies of the packing list identifying the contents of each package
- VI. Standard Operating Procedure (SOP)
- VII. Operational Manual for Controller

- VIII. IQ, PQ,OQ protocols certificate.
- IX. Calibration certificate of all controlling modules with traceability.
- X. Certificate of MOC.
- XI. Test Report of chamber prior to supply with mapping certificate.
- XII. Wiring diagram for ease of service maintenance.

5. PACKING INSTRUCTIONS:

Each package will be marked on three sides with proper paint/indelible ink, the following:

- a) Item Nomenclature
- b) Order/Contract No.
- c) Country of Origin of Goods
- d) Supplier's Name and Address
- e) Consignee details
- f) Packing list reference number

6. INSTALLATION & DEMONSTRATION

The supplier is required to do the installation and demonstration of the equipment within two weeks of the arrival of materials at the IIT(ISM) Dhanbad, site of installation. In case of any damage to equipment and supplies during the carriage of supplies from the origin of equipment to the installation site, the supplier has to replace it with new equipment/supplies immediately at his own risk.

7. WARRANTY:

- a) ***Warranty period shall be 1 year from date of installation of Goods and acceptance at IIT(ISM), Dhanbad.*** The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests. The warranty should be comprehensive on site.
- b) The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall arrange to re

pair or replace the defective goods or parts within 7 days free of cost in IIT (ISM), Dhanbad. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter. The period for correction of defects in the warranty period is 07 days. If the supplier having been notified fails to remedy the defects within 07 days, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the purchaser may have against the supplier under the contract.

c) The warranty period should be clearly mentioned. The maintenance charges (AMC) under different schemes after the expiry of the warranty should also be mentioned. The comprehensive warranty will commence from the date of the satisfactory installation/commissioning of the equipment against the defect of any manufacturing, workmanship and poor quality of the components.

8. DEFECTIVE EQUIPMENT:

If any of the equipment supplied by the Supplier is found to be substandard, refurbished, un-merchantable or not in accordance with the description/specification or otherwise faulty, the committee will have the right to reject the equipment or its part. All damaged or unapproved goods shall be returned at supplier's cost and risk and the incidental expenses incurred thereon shall be recovered from the supplier. Defective part in equipment, if found before installation and/or during warranty period, shall be replaced within 7 days on receipt of the intimation from this office at the cost and risk of supplier including all other charges. In case supplier fails to replace above item as per above terms & conditions, IIT (ISM), Dhanbad may consider "Banning" the supplier.

9. TRAINING OF PERSONNEL:

The supplier shall be required to undertake to provide the technical training to the personnel involved in the use of the equipment at the Institute premises, immediately after completing the installation of the equipment. Minimum training period shall be 3 days.

10. SCOPE OF SUPPLY

The scope of supply includes the design, manufacturing, assembly, factory testing, calibration, safe packing, and transportation to the purchaser's site, installation, and commissioning of the apparatus. The bidder shall supply all components listed below as a single integrated system.

S I. N o .	Details of Equipment		Quantity
1	REBOUND HAMMER		
	i	Schmidt Live OS8200 Type N Concrete Test Hammer.	1
	ii	Standard accessories to be inclusive in the scope of supply : Battery , charger for Rechargeable Batteries with USB cable for charging battery, carrying strap, Abrasive grinding stone, chalk, Documentation, Carrying case, instruction booklet with conversion charts.	1 set
	iii	All other tools or accessory mandatory for operation and maintenance of the equipment	As per requirement

The following Buyer Added Bid Specific Terms and Conditions will apply for this bid. These Specific Terms and Conditions will modify / substitute / supplement the other clauses mentioned in bid document.

Whenever there is any conflict between the provision of other clauses mentioned in the bid document and that in the Buyer Added Bid Specific Terms and Conditions, the provision contained in the Buyer Added Bid Specific Terms and Conditions shall prevail.

Ø Bidder are required to submit **OEM certificate/Authorization certificate from OEM** along with this bid. In case bidder quote goods of more than one OEM the MAF is required from all different OEM.

Ø Bidders must submit the duly filled and signed **Annexure -I** along with technical bid document.

- Ø Bidders must submit the duly filled and signed **Annexure -II** along with technical bid document.
- Ø Bidders must submit the duly filled and signed **Annexure -III** along with technical bid document.
- Ø Performance Security or Performance Bank Guarantee (PBG):- The successful bidder(s), on whom order will be placed, has to submit a performance security of 5% of the total order value at the earliest as per PO terms before release of any payment. Performance security has to be submitted in the form of Bank Guarantee/Demand Draft from any Nationalized/Scheduled commercial Bank in favour of the **Registrar, IIT (ISM), Dhanbad**. Performance security should remain valid for a period of two months beyond the date of completion of all contractual obligations of the successful bidder(s). No interest will be payable by IIT (ISM) Dhanbad on the Performance Security deposited. In case the contractor fails to provide satisfactory service, the Performance Security submitted by the bidder(s) is liable to be forfeited. Link of PBG format - <https://people.iitism.ac.in/~download/ten-der/bankguaranteeformats.pdf>
- Ø Payment will be made on successful delivery, installation (if any) and acceptance only subject to submission and verification of PBG.
- Ø No advance payment will be made. Payment may be released through RTGS / online payment mode against complete execution of the purchase order (PO)/ work order and submission of all the required documents as per the order preferably within 30 days after satisfactory supply, inspection, installation / commissioning & acceptance and on submission of pre-receipted tax invoice, delivery challan, warranty certificate and installation report in triplicate and Performance Bank Guarantee, subject to verification.
- Ø Bidders are required to submit PAN and GST certificate along with this bid.
- Ø Bidders are required to submit all relevant documents / data as asked in bid document. Failing to this bid will be liable for rejection.

All queries and clarification against the above bid (if any) should also be sought with the details as mentioned in the above table from the undersigned:

Purchase and Stores Section

Admin Block, IIT(ISM) Dhanbad

BIDDER'S IDENTIFICATION DETAILS

Bidders are requested to submit the basic details regarding their firm in tabular format as follows:

Sl. No.	Description	Reply of the bidder
01	Name of the bidder	
02	Complete Address of the bidder with PIN Code	
03	Email ID of the bidder (for communication purpose)	
04	Contact Number	
05	Complete Bank details: (For Refund of EMD as well as releasing of Payment)	

The above document should be submitted/uploaded by the bidder in their letter head with seal and sign along with the bid document.

2. Buyer Added Bid Specific ATC

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

3. Generic

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

O/o HOD
Department of Civil Engineering
IIT(ISM) Dhanbad
Dhanbad
Jharkhand - 826004.

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 %.

5. Scope of Supply

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

6. Service & Support

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

7. Warranty

Warranty period of the supplied products shall be 1 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.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---