

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687724545421

अनुबंध तिथि | Generated Date : 16-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4886522](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : State Government मंत्रालय Ministry : - विभाग Department : Labour Department Karnataka संगठन का नाम Organisation Name : Directorate of Employment and Training कार्यालय क्षेत्र Office Zone: IMC SOCIETY OF GOVERNMENT ITI PANDAVAPURA	पद Designation : Office Superintendent संपर्क नंबर Contact No. : 08236-295060- ईमेल आईडी Email ID : khalid.khaleel1972@ka.gov.in जीएसटीआईएन GSTIN : - पता Address : BEHIND HEMAVATHI QUARTERS, K BETTAHALLI ROAD PANDAVAPURA TOWN, MANDYA Mandya, MANDYA, KARNATAKA-571434, 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: Governing council of IMC Society of Governemnt ITI, Pandavapura वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Secretary/Principal,IMC Society of Governemnt ITI, Pandavapuraf	Role: BUYER भुगतान का तरीका Payment Mode: Offline पद Designation : Office Superintendent ईमेल आईडी Email ID : khalid.khaleel1972@ka.gov.in जीएसटीआईएन GSTIN : - पता Address: BEHIND HEMAVATHI QUARTERS, K BETTAHALLI ROAD PANDAVAPURA TOWN, MANDYA Mandya, Mandya, KARNATAKA-571434, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : 028A190000885296 कंपनी का नाम Company Name : DUGONG INTERNATIONAL PRIVATE LIMITED संपर्क नंबर Contact No. : 09205501177 ईमेल आईडी Email ID : dugongpvtltd@gmail.com पता Address : C-150,OKHLA PHASE 1, New Delhi, DELHI-110020, - एमएसएमई पंजीकरण संख्या MSME Registration number : UDYAM-DL-03-0021382 एमएसई सामाजिक श्रेणी MSE Social Category : General एमएसई लिंग श्रेणी MSE Gender : Male जीएसटीआईएन GSTIN: 07AAHCD3260F1ZW (B) , (M) , (R)

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

वितरण निर्देश | Delivery Instructions : 1.The Invoice should be in the Name of Secretary/Principal IMC Society of Government ITI, Pandavapura, 2.The Delivery should be Immediate, The items should reach us before 23-05-2024 and installed immeidately 3. EPBG to be made at 4% of order value. 4. Certified hard copy of all the docuemnts submitted in the bid should be sent immediately. 5.Our GST Number is 29BLRG01853F1D3

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 : DUGONG Intel Core i5 12400 8 GB/ 1000 GB HDD/ Windows 11 Professional ब्रांड Brand : DUGONG ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Desktop Computers (Q2) मॉडल Model: BH25 एचएसएन कोड HSN Code: 84715000	38	pieces	43,000	NA	1,634,000
कुल ऑर्डर मूल्य Total Order Value (in INR)						1,634,000

परेषिती विवरण Consignee Detail						
			लॉट नंबर		दिनांक के बाद डिलीवरी शुरू	वितरण पूरा कब तक करना है Delivery To

क्र.सं. S.No	प्रेषित Consignee	वस्तु Item	Lot No.	मात्रा Quantity	करना है Delivery Start After	Be Completed By
1	पद Designation :- ईमेल आईडी Email ID : khalid.khaleel1972@ka.gov.in संपर्क Contact : 08236-295060- जीएसटीआईएन GSTIN :- पता Address : BEHIND HEMAVATHI QUARTERS, K BETTAHALLI ROAD PANDAVAPURA TOWN, MANDYA Mandya, MANDYA, KARNATAKA-571434, India	DUGONG Intel Core i5 12400 8 GB/ 1000 GB HDD/ Windows 11 Professional	-	38	16-May-2024	30-Jun-2024
Product Specification for DUGONG Intel Core i5 12400 8 GB/ 1000 GB HDD/ Windows 11 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 12400				
	Out of Band Management	NA				
	Cache (MB)	18				
Motherboard	Chipset Series	Intel H Series				
	Chipset Number	Intel H610				
	Expansion Slots (PCIe x 1) (Number)	0				
	Expansion Slots (PCIe x 4) (Number)	0				
	Expansion Slots (PCIe x 16) (Number)	1				
	Expansion Slots (PCI) (Number)	0				
	Expansion Slots (M Dot 2)	0				
Graphics	Graphics Type	Integrated				
	Graphic Card Description	INTEL				
	Size of Memory in Case of Dedicated Graphic Card (GB)	0				
	Size of VRAM in case of Integrated Graphics (MB)	0				
Operating System	Operating System (Factory Pre-Loaded)	Windows 11 Professional				
	Recovery Image Media	NA				
	OS Certification	NA				
Memory	Type of RAM	DDR4				
	RAM Size (GB)	8				
	RAM Speed (MHz)	2666				
	Total Numbers of DIMM Slots Available	2				
	Number of DIMM Slots populated	2				
	RAM Expandability up to(using spare DIMM Slots in GB)	64				
Storage	Total Number of Internal Bays available	2				
	Number of 2 point 5 inches internal Bays	1				
	Number of 3 point 5 inches Internal Bays	1				
	Number of 2 point 5 Inches Internal Bays Populated	0				
	Number of 3 point 5 Inches Internal Bays Populated	1				
	Type of Drives used to populate the Internal Bays	HDD,SSD				
	Number of Internal Bays populated with HDD	1				
	Capacity of each HDD (GB)	1000 @5400 rpm				
	Total HDD Capacity (GB)	1000				
	Number of Internal Bays populated with SSD	0				
	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)	13.3
	External Bays (Number)	0
	Optical Drive	N/A
	Internal Speaker	Yes
	Audio-in	Yes
	Audio-out	Yes
	Headphone out	No
	Microphone-in	No
Connectivity	Wireless Connectivity	Yes
	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
Ports	Number of USB Version 2 Point 0 Ports	2
	Number of USB Version 3 point 0 / 3 point 1, Gen 1 Ports	3
	Number of USB Version 3 point 1, Gen 2 Ports	0
	Number of USB Type C Ports	0
	Number of Serial Ports	0
	Number of Parallel Ports	0
	Number of VGA Ports	0
	Number of HDMI Ports	1
	Number of DP Ports	0
Monitor	Model of the Monitor	DUGONG
	Monitor Technology	IPS
	LED Backlit Monitor Size (INCHES)	21.5
	Monitor Resolution (PIXELS)	1920x1080
	TCO Certification for Monitor	NA
	Number of VGA Ports in the Monitor	0
	Number of HDMI Ports in the Monitor	1
	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)	240
	Minimum Power Efficiency Range (%)	85 - 89
Certification	ROHS Compliance	Yes
	BEE / Energy Star for the given Model	No
	Mouse Connectivity	Wired

Input Devices	Type of Mouse	Optical Scroll
	Keyboard Connectivity	Wired
	Type of Keyboard	Standard
Operating Conditions	Minimum Operating Temperature	10 degree Celsius
	Maximum Operating Temperature	40 degree Celsius
	Minimum Operating Humidity (%RH)	10
	Maximum Operating Humidity (%RH)	90
Warranty	On Site OEM Warranty (Year)	3
खरीदार परिभाषित अतिरिक्त विशेषता के लिए Buyer Defined Additional Specification for DUGONG Intel Core i5 12400 8 GB/ 1000 GB HDD/ Windows 11 Professional		
विनिर्देश Specification		मूल्य Value
1.Mother Board 2.Ethernet: 3 WLAN 4. USB PORT 5.1 Ethernet (RJ45), 1 HDMI or Higher, 6 Integrated HD audio with Stereo speaker, 7.MS OFFICE 2021, 8.Antivirus: 9.Accessories		1.OEM mother board with TPM 2.0 or higher 2.Integrated Gigabit Ethernet (10/100/1000 Mbps) 3.On board Wireless LAN 802.11ac with Blue tooth 5.0 or Higher 4. 5 USB port or higher (minimum 2USB 3.0/3.1), 5. 1 Ethernet (RJ45), 1 HDMI or Higher, 6. Integrated HD audio with Stereo speaker, 7.MS OFFICE 2021, 8.Preloaded latest version of Antivirus with 3 years licence 9.With required accessories, connecting cable etc
ईपीबीजी विवरण ePBG Detail		
सलाहकार बैंक Advisory Bank :		State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):		2.00
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.		
SI.No.	SPECIAL TERMS AND CONDITIONS FOR DESKTOP COMPUTERS	
1	OPERATING SYSTEM	
(i)	There is no requirement that the OEM of the Desktop computer systems should be a device partner of Microsoft and hold a Microsoft Authorization form	
(ii)	Microsoft OS may be sourced directly from Microsoft by the OEMs holding device partner status and those not holding device partner status may source from authorized distributors i.e., M/s. Ingram or M/s. Redington and their authorized channel partners.	
(iii)	Buyers may ensure that MAF shall not be made a mandatory requirement in bids.	

- (iv) If the supplies are made as per brands of OEMs who are global device partners, then the serial no of the machine supplied can be used to check the details of the product from the website of the OEM.
- (v) In the case of local device partners of Microsoft OS details such as digital key no., should be produced with supplies and the buyer may verify from Microsoft.
- (vi) In case of other OEMs who are sourcing from authorized National distributors of Microsoft Reddington or Ingram copy of the Invoice which contains the relevant serial no of Windows OS shall be submitted along with supplies and the buyer/consignee can verify the same from the OS server website or by telephone, or both
- (vii) In case the product offered is with DOS or Linux Operating system such verification of OS shall not be applicable

2 REQUIREMENT OF OEM LOGO

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

3 CHANGING OR ALTERING THE CONFIGURATION

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

4 WARRANTY

- (i) The seller shall furnish a valid warranty Certificate/Tag from the OEM to the purchaser, guaranteeing the product's coverage under the specified warranty terms
- (ii) The warranty certificate should be verifiable through the OEM website/Customer care center. Buyer/consignee may ensure that as soon as supplies are received, they log to the OEM website/call center and verify the warranty certificate.

5 CHECKPOINTS DURING ACCEPTANCE OF SUPPLIES

- (i) Before generating the Consignee Receipt and Acceptance Certificate (CRAC), the consignee may inspect the system condition and verify that it complies with the agreed specifications and configurations and to ensure that there is no scope for the supply of refurbished products.

- (ii) In the case of a large number of units procured or complex installations buyer may opt for bidding and accordingly stipulate conditions regarding installation, inspection by consignees/inspection agency specifying verification of configuration, warranty applicability, checking for refurbished /altered configurations, and checking other relevant details through OEMs website.

- (iv) At the time of receiving supplies, the consignee may ensure the following to ensure that any discrepancies are there in supplies can be flagged and reflected and taken into account while generating CRAC. (i) Packing should be checked properly
 - (ii) Warranty certificate from OEM should be insisted and checked.
 - (iii) Instruction manuals, and OS installed should be checked
 - (iv) The machine serial no should also be checked.

- (v) The above points are for guidance and the buyer/consignee may take steps considered suitable by them for checking at the consignee end before acceptance of the systems

6 COMPLIANCE OF EXTENDED PRODUCER'S RESPONSIBILITY

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

7 MANDATORY / STATUTORY REQUIREMENTS AS APPLICABLE

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

2. General Terms and Conditions-

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

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

3. Buyer Added Bid Specific Terms and Conditions-

3.1 Generic

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

3.2 Service & Support:

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

3.3 Generic

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

IMC SOCIETY OF GOVERNMENT ITI, PANDAVPURA
BEHIND HEMAVATHI QTRS, K-BETTAHALLI ROAD,
PANDAVAPURA TOWN,
MANDYA DISTRICT
KARNATAKA-571434

3.4 Turnover:

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

3.5 Generic

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

3.6 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.

3.7 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 %.

3.8 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

BIDDER MUST REFER THE BUYER ADDED ADC

SUCCESSFUL BIDDER MUST MENTION THE GSTN OF BIDDER AS WELL AS SELLER IN THEIR INVOICE

PRODUCT WILL BE ACCEPTED ONLY IF IT MATCHES WITH THE SPECIFICATION OTHERWISE IT WILL BE REJECTED

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 Service & Support:

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

3.13 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.

3.14 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.

3.15 Generic

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

3.16 Certificates:

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

3.17 Generic

IT equipment shall be IPv6 ready from day one.

3.18 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.

3.19 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 Financial Criteria:

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

3.21 Turnover:

OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

3.22 Past Project Experience:

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

3.23 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

IMC SOCIETY OF GOVERNMENT ITI PANDAVAPURA

payable at
PANDAVAPURA

. 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.

3.24 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

IMC SOCIETY OF GOVERNMENT ITI PANDAVAPURA

Account No.
64049677661

IFSC Code
SBIN0040044

Bank Name
STATE BANK OF INDIA
Branch address

PANDAVAPURA, MANDYA DISTRICT

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

3.25 Warranty:

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

3.26 Warranty:

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days 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.

3.27 Past Project Experience:

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

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

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

3.28 Certificates:

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

3.29 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.

3.30 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.

3.31 *Generic*

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

3.32 *Generic*

WORLD BANK TERMS AND CONDITIONS: Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable. APPLICABLE ONLY IN CASE OF WORLD BANK FUNDED PROJECTS.

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.