

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	11-04-2022 15:00:00
<b>Bid Opening Date/Time</b>	11-04-2022 15:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	60 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Andrew Yule Company Limited
<b>Office Name</b>	Tea Division
<b>Total Quantity</b>	11
<b>Item Category</b>	Industrial Cleaning Equipment - High Pressure Cold Water Jet Cleaner (Q3) , Industrial Cleaning Equipment - Automatic Floor Scrubber-Cum-Drier (Q3) , Industrial Cleaning Equipment - Steam Jet Cleaning Machine (Mini Boiler Type) (Q3) , Industrial Cleaning Equipment - Manual Floor Sweeper (Q3)
<b>Minimum Average Annual Turnover of the Bidder</b>	10 Lakh (s)
<b>Years of Past Experience required</b>	3 Year (s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate *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
<b>Past Performance</b>	80 %
<b>Bid to RA enabled</b>	No
<b>Primary product category</b>	Industrial Cleaning Equipment - High Pressure Cold Water Jet Cleaner
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Estimated Bid Value</b>	1920000
<b>Evaluation Method</b>	Item wise evaluation

**EMD Detail**

Advisory Bank	AXIS BANK LTD
EMD Percentage(%)	1.00

**ePBG Detail**

Required	No
----------	----

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). The EMD % will be applicable for each schedule/group selected during Bid creation.

(c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

DGM (Supply Chain/Materials)  
 TEA DIVISION, Department of Heavy Industry, ANDREW YULE COMPANY LIMITED, Ministry of Heavy Industries and Public Enterprises  
 (Shantanu Boral)

**Splitting**

Bid splitting not applied.

**Reserved for Make In India products**

Reserved for Make In India products	Yes
-------------------------------------	-----

**MSE Purchase Preference**

MSE Purchase Preference	Yes
-------------------------	-----

1. 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 above 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.
2. Experience Criteria: In respect of the filter applied for 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 number of Financial years as indicated above in the bid document 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 Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is

made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

5. 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.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

#### **Evaluation Method ( Item Wise Evaluation Method )**

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

<b>Evaluation Schedules</b>	<b>Estimated Value</b>	<b>Item/Category</b>	<b>Quantity</b>
Schedule 1	600000	Industrial Cleaning Equipment - High Pressure Cold Water Jet Cleaner	3
Schedule 2	800000	Industrial Cleaning Equipment - Automatic Floor Scrubber-cum-drier	4
Schedule 3	400000	Industrial Cleaning Equipment - Steam Jet Cleaning Machine (mini Boiler Type)	2
Schedule 4	120000	Industrial Cleaning Equipment - Manual Floor Sweeper	2

#### **Industrial Cleaning Equipment - High Pressure Cold Water Jet Cleaner ( 3 set )**

**(Minimum 100% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
------------	-----------

#### **Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Apurba Chutia	785675,P.O. & T.O. : Khowang Dist. : Dibrugarh	3	30

**Industrial Cleaning Equipment - Automatic Floor Scrubber-Cum-Drier ( 4 set )****(Minimum 100% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
------------	-----------

**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Apurba Chutia	785675,P.O. & T.O. : Khowang Dist. : Dibrugarh	4	30

**Industrial Cleaning Equipment - Steam Jet Cleaning Machine (Mini Boiler Type) ( 2 set )****(Minimum 100% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Unbranded
------------	-----------

**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

**Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Apurba Chutia	785675,P.O. & T.O. : Khowang Dist. : Dibrugarh	2	30

### Industrial Cleaning Equipment - Manual Floor Sweeper ( 2 set )

(Minimum 100% Local content required for qualifying as Class 1 Local Supplier)

Brand Type	Unbranded
------------	-----------

### Technical Specifications

Buyer Specification Document	<a href="#">Download</a>
------------------------------	--------------------------

### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Apurba Chutia	785675,P.O. & T.O. : Khowang Dist. : Dibrugarh	2	30

## Buyer Added Bid Specific Terms and Conditions

#### 1. 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. 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. Generic

**Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

#### 4. **Scope of Supply**

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

#### 5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of Andrew Yule & Co. Ltd. payable at Kolkata.  
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 6. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

##### **A) High Pressure Cold Water Jet Cleaner**

###### **Scope of Work & Specification**

Supply of High Pressure Cold Water Jet Cleaner having following features / specification including demo run / commissioning at site

1. Operating Pressure above 200 bar.
2. Continuous rating.
3. Discharge 15 Ltrs / Minutes .
4. Power Mains operated suitable to 220V / 440V, AC / 50 Hz.
5. Motor 3 Phase, 5.00 to 7.50 HP, 1450 RPM.
6. Automatic Detergent Dozing Facility, tank capacity 5 to 10 Ltrs.
7. FRP Body.
8. High Pressure Hose with Hose Reel 10 Meters Length.
9. High Pressure Gun.
10. High Pressure Lance.
11. High Pressure Vario / Rotatory / Tornado nozzle.
12. Electrical Cable Min 5 Meter.
13. Motor should be heavy duty, with over load protection and should be maintenance free.

###### **Requirement**

Desam Tea Estate	---	1 No.
Khowang Tea Estate	---	1 No.
Hoolungooree Tea Estate	---	1 No.

###### **Other Information / Data required to be furnished**

- **After sales and service facilities available in Dibrugarh / Tinsukia Area of Assam region with Name and Mobile No. of your Service Engineer.**
- **The Bidders must be a registered vendor with Tea Board. A copy of the certificate to this effect to be submitted.**
- **List of good and quality tea garden's cliental for last 3 years alongwith few order**

**copies.**

## **General Terms & Conditions**

### 1. Scope of Work

Supply as per specification on FOR garden, "Door delivery basis" including demo run / commissioning at site

-

### 1. Location of Site

- Desam Tea estate, P.O. Naharkatia, Dist - Dibrugarh, Pin - 786 610, Assam.
- Khowang Tea Estate, P.O. Khowang, Dist - Dibrugarh, Pin - 786 612, Assam.
- Hoolungooree Tea Estate, P.O. Mariani, Dist. Jorhat, Pin - 785 634, Assam

### 2. Requirement

#### High Pressure Cold Water Jet Cleaner

- |                           |     |       |
|---------------------------|-----|-------|
| · Desam Tea Estate        | --- | 1 No. |
| · Khowang Tea Estate      | --- | 1 No. |
| · Hoolungooree Tea Estate | --- | 1 No. |

### 3. Liquidated Damage

In the event of failure on the part of the contractor to complete entire supply against the order to our full satisfaction within the specified period of supply, we may recover from the contractor as liquidated damages, a sum equivalent to ½% of material value for each week or any part thereof default, where the delivery thereof will be accepted after expiry of the date stipulated for this purpose, but limited to a maximum of 10% of material value.

### 4. Force Majeure

Any delay or failure in the performance of either party hereto will not constitute default thereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by the occurrence such as acts of god or the public enemy, appropriation or confiscation of facilities by Govt. Authorities, acts of war, rebellion or sabotage, fires, explosions, riots and illegal strike.

-

### 5. Risk Purchase

In case the contractor fails to execute the contract fully or partly, the purchaser shall have the right to execute the work through other agencies, as decided by the purchaser at the contractor's cost and risk after giving two weeks notice in writing.

-

### 6. Price Variation

The quoted price should remain firm during pendency of the contract.

7. Guarantee

12 months from the date of commissioning / handing over against defective material and faulty workmanship. Defective goods/material or parts returned by the Purchaser to the Seller shall be replaced by the Seller at Seller's expenses. This guarantee shall survive and hold good notwithstanding, inspection, payment for and acceptance of goods. The Seller will depute suitable technical persons at their cost in the event of any problem during operation.

-

8. Decision for awarding contract/job is vested with the Management so as to reject, split / fragment.

**A) Automatic Floor Scrubber-Cum-Drier**

**Scope of Work & Specification**

1. It should be compact and robustly constructed guaranteed for high degree of maneuver uploaded, easy handling and good visibility.
2. It should be having height adjustable operating handle and adjustable Brush drive.
3. All operational switches should be within direct view and easy reach of the operator.
4. It should be straight floating squeegee for ensuring that no water sticks even when negotiating corner.
5. Brushes can be changed quickly without the need for any tools at the push of a button.
6. Scrubbing width - 430 mm
7. Effective suction width - 750 mm
8. Theoretical area coverage 1700 sq. m./hr
9. Air Flow rate - 28 Ltrs/Sec
10. Vacuum pressure - 1200 mm of H<sub>2</sub>O.
11. Power Supply - 230 V/ 50 Hz.
12. Total power - 1200 Watt
13. Brush motor - 800 Watt
14. Vacuum motor 400 Watt.
15. Number of Brush - 1 No.
16. Diameter of Brush - 430 mm
17. Brush Speed - approx 300 rpm.
18. Brush Load 22 Kgs.
19. Fresh Water Tank capacity -22 Ltrs.
20. Dirty Water Tank - 22 Ltrs.
21. There should be over flow protection of the Dirty Water Tank.
22. Dimension (L x W x H) - 1000mm x 750 mm x 870 mm
23. Total Weight (empty) - Approx 85 kgs.
24. Total Weight ready to operate - 110 Kgs.



### **Requirement**

Khowang Tea Estate	-	1 No.
Rajgarh Tea Estate	-	1 No.
Hoolungooree Tea Estate	-	1 No.
Murphulani Tea Estate	-	1 No.

### **Other Information / Data required to be furnished**

- **After sales and service facilities available in Dibrugarh / Tinsukia Area of Assam region with Name and Mobile No. of your Service Engineer.**
- **The Bidders must be a registered vendor with Tea Board. A copy of the certificate to this effect to be submitted.**
- **List of good and quality tea garden's cliental for last 3 years alongwith few order copies.**

### **General Terms& Conditions**

#### 1. Scope of Work

Supply as per specification on FOR garden, "Door delivery basis" including demo run / commissioning at site

-  
-  
-

#### 1. Location of Site

- Khowang Tea Estate, P.O. Khowang, Dist - Dibrugarh, Pin - 786 612, Assam.
- Rajgarh Tea Estate, P.O. Rajgah, Dist - Dist - Dibrugarh, Pin - 786 611, Assam
- Hoolungooree Tea Estate, P.O. Mariani, Dist. Jorhat, Pin - 785 634, Assam
- Murphulani Tea Estate, P. O. & Dist Golaghat, Pin - 785 621, Assam

#### 2. Requirement

##### Automatic Scrubber-Cum-Drier

- |                           |    |       |
|---------------------------|----|-------|
| · Khowang Tea Estate      | -- | 1 No. |
| · Rajgarh Tea Estate      | -- | 1 No. |
| · Hoolungooree Tea Estate | -- | 1 No. |
| · Murphulani Tea Estate   | -- | 1 No. |

-

#### 3. Liquidated Damage

In the event of failure on the part of the contractor to complete entire supply against the order to our full satisfaction within the specified period of supply, we may recover from the contractor as liquidated damages, a sum equivalent to ½% of material value for each week or any part thereof default, where the delivery thereof will be accepted after expiry of the date stipulated for this purpose, but limited to

a maximum of 10% of material value.

4. Force Majeure

Any delay or failure in the performance of either party hereto will not constitute default thereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by the occurrence such as acts of god or the public enemy, appropriation or confiscation of facilities by Govt. Authorities, acts of war, rebellion or sabotage, fires, explosions, riots and illegal strike.

-

5. Risk Purchase

In case the contractor fails to execute the contract fully or partly, the purchaser shall have the right to execute the work through other agencies, as decided by the purchaser at the contractor's cost and risk after giving two weeks notice in writing.

-

6. Price Variation

The quoted price should remain firm during pendency of the contract.

7. Guarantee

12 months from the date of commissioning / handing over against defective material and faulty workmanship. Defective goods/material or parts returned by the Purchaser to the Seller shall be replaced by the Seller at Seller's expenses. This guarantee shall survive and hold good notwithstanding, inspection, payment for and acceptance of goods. The Seller will depute suitable technical persons at their cost in the event of any problem during operation.

-

8. Decision for awarding contract/job is vested with the Management so as to reject, split / fragment.

**A) Steam Jet Cleaning Machine (Mini Boiler Type)**

**Scope of Work & Specification**

Supply of Steam Jet Cleaning Machine (Mini Boiler Type) having following features / specification including demo run / commissioning at site.

1. Mini Boiler should be cylindrically shaped with DIE - pressed top, placed on a suitable Platform/ Base.
2. Boiler should be painted both sides with anti corrosion boiler paint.
3. Boiler should be fitted with Safety Valves, Pressure Meter, Gauge Glass - Tube indicator and Thermostat, for automatic temperature controlled cut out.
4. Boiler should be fitted with heavy duty Insulated Spray Gun with Hose Pipe of standard length.
5. Working Pressure minimum 145 PSI.
6. Steam Output 15 Kg./Hrs.
7. Boiler should be fitted with suitable heavy duty Electric Heaters.
8. Boiler should have proper Control Panel.
9. Power Mains operated suitable to 220V / 440V, AC/50Hz.

10. Electrical Cable Min 15 Meter. Machine should be mounted on heavy duty wheels for portable movement.

### **Requirement**

Desam Tea Estate - 1 No.

Basmatia Tea Estate - 1 No.

### **Other Information / Data required to be furnished**

- **After sales and service facilities available in Dibrugarh / Tinsukia Area of Assam region with Name and Mobile No. of your Service Engineer.**
- **The Bidders must be a registered vendor with Tea Board. A copy of the certificate to this effect to be submitted.**
- **List of good and quality tea garden's cliental for last 3 years alongwith few order copies.**

### **General Terms& Conditions**

#### 1. Scope of Work

Supply as per specification on FOR garden, "Door delivery basis" including demo run / commissioning at site

-

#### 1. Location of Site

- Desam Tea estate, P.O. Naharkatia, Dist - Dibrugarh, Pin - 786 610, Assam.
- Basmatia Tea Estate, P. O. Lahoal, Dist. Dibrugarh, Pin - 786 010, Assam

#### 2. Requirement

##### Steam Jet Cleaning Machine (Mini Boiler Type)

- Desam Tea Estate -- 1 No.
- Basmatia Tea Estate -- 1 No.

-

#### 3. Liquidated Damage

In the event of failure on the part of the contractor to complete entire supply against the order to our full satisfaction within the specified period of supply, we may recover from the contractor as liquidated damages, a sum equivalent to ½% of material value for each week or any part thereof default, where the delivery thereof will be accepted after expiry of the date stipulated for this purpose, but limited to a maximum of 10% of material value.

#### 4. Force Majeure

Any delay or failure in the performance of either party hereto will not constitute default thereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by the occurrence such as acts of god or the public enemy, appropriation or confiscation of facilities by Govt. Authorities, acts of war, rebellion or sabotage, fires, explosions, riots and illegal strike.

-

5. Risk Purchase

In case the contractor fails to execute the contract fully or partly, the purchaser shall have the right to execute the work through other agencies, as decided by the purchaser at the contractor's cost and risk after giving two weeks notice in writing.

-

6. Price Variation

The quoted price should remain firm during pendency of the contract.

7. Guarantee

12 months from the date of commissioning / handing over against defective material and faulty workmanship. Defective goods/material or parts returned by the Purchaser to the Seller shall be replaced by the Seller at Seller's expenses. This guarantee shall survive and hold good notwithstanding, inspection, payment for and acceptance of goods. The Seller will depute suitable technical persons at their cost in the event of any problem during operation.

-

8. Decision for awarding contract/job is vested with the Management so as to reject, split / fragment.

**A) Manual Floor Sweeper**

**Scope of Work & Specification**

Supply of Manual Floor Sweeper having following features / specification including demo run / commissioning at site.

1. Front Hopper Minimum 45 Ltrs. Rear Hopper 10 Ltrs
2. Main Brush 500mm, Side Brush 300mm with suitable handles.

-

**Requirement**

Khowang Tea Estate	-	1 No.
Hoolungooree Tea Estate	-	1 No.

**Other Information / Data required to be furnished**

- **After sales and service facilities available in Dibrugarh / Tinsukia Area of Assam region with Name and Mobile No. of your Service Engineer.**
- **The Bidders must be a registered vendor with Tea Board. A copy of the certificate to this effect to be submitted.**
- **List of good and quality tea garden's cliental for last 3 years alongwith few order copies.**

**General Terms& Conditions**

1 Scope of Work

Supply as per specification on FOR garden, "Door delivery basis" including demo run / commissioning at site

-

1. Location of Site

- Khowang Tea Estate, P.O. Khowang, Dist – Dibrugarh, Pin – 786 612, Assam.
- Hoolungooree Tea Estate, P.O. Mariani, Dist. Jorhat, Pin – 785 634, Assam

2. Requirement

Manual Floor Sweeper

- |                           |    |       |
|---------------------------|----|-------|
| · Khowang Tea Estate      | -- | 1 No. |
| · Hoolungooree Tea Estate | -- | 1 No. |

-

3. Liquidated Damage

In the event of failure on the part of the contractor to complete entire supply against the order to our full satisfaction within the specified period of supply, we may recover from the contractor as liquidated damages, a sum equivalent to ½% of material value for each week or any part thereof default, where the delivery thereof will be accepted after expiry of the date stipulated for this purpose, but limited to a maximum of 10% of material value.

4. Force Majeure

Any delay or failure in the performance of either party hereto will not constitute default thereunder or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by the occurrence such as acts of god or the public enemy, appropriation or confiscation of facilities by Govt. Authorities, acts of war, rebellion or sabotage, fires, explosions, riots and illegal strike.

-

-

-

-

5. Risk Purchase

In case the contractor fails to execute the contract fully or partly, the purchaser shall have the right to execute the work through other agencies, as decided by the purchaser at the contractor's cost and risk after giving two weeks notice in writing.

-

6. Price Variation

The quoted price should remain firm during pendency of the contract.

7. Guarantee

12 months from the date of commissioning / handing over against defective material and faulty workmanship. Defective goods/material or parts returned by the Purchaser to the Seller shall be replaced by the Seller at Seller's expenses. This guarantee shall survive and hold good notwithstanding, inspection, payment for and acceptance of goods. The Seller will depute suitable technical persons at their cost in the event of any problem during operation.

- 
8. Decision for awarding contract/job is vested with the Management so as to reject, split / fragment.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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 within 4 days of bid publication on GeM. 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.

[This Bid is also governed by the General Terms and Conditions](#)

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.

**---Thank You---**