

Bid Corrigendum

GEM/2024/B/5767033-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
2. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
The Registrar, IIT Mandi
payable at
Kamand, Mandi
. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
3. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C
The Registrar, IIT Mandi
. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date
4. **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.
5. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
6. 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.
7. 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 %.
8. Buyer Added text based ATC clauses
 - a. Local content declaration (on bidder company's letterhead as per **Annexure - I**) is mandatory to be provided by the prospective bidders failing which the bid will be treated as non-responsive and will be rejected.
 - b. EMD / Bid Security:
 - i. Bidders registered with MSME / NSIC and registered under the exempted category as per GeM GTC are exempted from submission of EMD / Bid Security however they are required to provide bid security declaration as per **Annexure-II** failing which their bid will be treated as non-responsive and will be rejected. MSE Purchase preference shall be considered for eligible bidders having registration as Manufacturers only.
 - ii. Bidders other than the manufacturer category with valid MSME / NSIC and exempted category as per GeM GTC are required to furnish EMD / Bid Security as per bid document failing which their bid will be rejected. No communication shall be entertained in this regard.
 - c. Bidders are required to quote F.O.R prices up to IIT Mandi.

d. Installation is in the scope of the bidder. The successful bidder has to install the ordered goods at IIT Mandi site of installation without any extra cost and will provide a satisfactory installation report for claiming the payment.

Annexure - I

Declaration of Local Content

(To be given on Company Letter Head)

To

The Registrar,

I.I.T. Mandi, Kamand, - 175 075,

District - Mandi, Himachal Pradesh, India

Subject: Declaration of Local Content.

Dear Sir,

I / We, _____ (*Name of Authorized Official*) on behalf of my organization/firm, M/s _____ (*Name of the Organization/Firm*), hereby declare that we have read the provisions of "Preference to Make in India and Eligibility for granting of Purchase Preference to Class-I local suppliers". In terms of the requirement of the aforesaid provisions, we hereby declare that we have submitted our bids for only those item(s) for which we are eligible for participation as per provisions of the Bidding documents and we are Class-I / Class-II local supplier for the offered goods/services. The details of the location(s) at which the local value addition is made for the respective item is/are as under:

S.No	Description of Goods / Services	Country of Origin	Local Content %	Details of the location(s) at which the local value addition is made

Further, we confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) from time to time.

Note:

"Local Content" means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.

"*False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law."

Yours faithfully,

(Signature)

Name:

Date:

Office Seal:

Annexure – II

BID SECURITY DECLARATION

(To be submitted by bidder on their firm's letterhead)

We, (Name of bidding firm with its address _____) do hereby certify and declare that we are interested and genuinely participating in the GeM bid no. _____ for (bid description _____) invited by the IIT Mandi.

We further undertake that if we withdraw or modify the submitted bid during the period of bid validity, or if we will be awarded the order / contract and if we fail to acknowledge the order / sign the contract, or to submit a performance security before the deadline defined in the Bid document, the order awarded / work contract issued shall be terminated at the discretion of Competent Authority, IIT Mandi and our firm will be suspended / blacklisted for the period of 03 years for participation in the bids / tenders of the IIT Mandi in future.

Name and Signature of Authorized Signatory of bidding firm along with company seal

Date:

e. The prospective bidders are required to furnish information in respect of technical compliance in the format given below:

S.No.	Tendered / Bid Specifications	Offered Specifications	Reference bid page no.	Deviation (If any)	Remarks

f. There are some changes in the specifications (highlighted below) of the equipment. Specifications point no(s): 1.33, 1.45, 1.46, 3.15, 4.6, 5.4 & 5.14 are the modified ones. Revised specifications are as under:

REVISED TECHNICAL SPECIFICATION OF THE DYNAMIC RATED SERVO HYDRAULIC FATIGUE UTM

This specification is for supply, installation, commissioning, demonstration and training of the dynamic servo hydraulic fatigue rated UTM for evaluating tensile, fatigue, and fracture properties. This equipment is proposed to be used to evaluate aforementioned properties on various materials like aluminum alloys, steel, titanium alloys, fibre-reinforced polymers at ambient temperature, extendable to higher temperatures in future. Tests like tension, compression and fatigue fracture will be conducted to evaluate material properties and to assess the material behavior.

Copies of past purchase orders of at least three similar equipment supplied, installed, main

tained, which are currently working in CFTIs or any other government organizations in the last three years or more, shall be submitted along with the offer. Parties not meeting this criterion will be rejected.

DETAILED TECHNICAL SPECIFICATIONS: DYNAMIC RATED SERVO HYDRAULIC FATIGUE UTM

1. Basic System

- 1.1. 25kN Load frame
- 1.2. 25 kN capacity two column load frame with moveable top crosshead and provision to mount load cell on it
- 1.3. Bottom fixed crosshead with provision to mount actuator on it Column spacing : 400 mm
- 1.4. Vertical daylight (clearance): 700 mm
- 1.5. Load frame is self-reacting type and free from self-induced shocks and vibrations
- 1.6. Load frame is aligned with high precision and has adequate factor of safety and high stiffness (400 MN/m)
- 1.7. Load frame columns are hard chrome plated and are weather resistant.
- 1.8. 25kN Load Cell
- 1.9. ± 25 kN dynamic capacity load cell. Overload capacity:150% of read capacity.
- 1.10. Precision machined shear-web design for protection against side load and high stiffness.
- 1.11. 350 Ohm precision transducer class strain gauges. Non-linearity: $\pm 0.3\%$ of full scale
- 1.12. Accuracy: ISO7500-1 Class 0.5 Resolution: 0.02% of Full Scale Reading.
- 1.13. 25 kN Servo-hydraulic Actuator
- 1.14. ± 25 kN fatigue rated double acting, double ended, equal area actuator with a monolithic piston design with heat treated and hard chrome plated piston rods. Excellent side load bearing capacity up to 50% of the rated capacity.
- 1.15. Total stroke: 50 mm (± 25 mm), Operating pressure: up to 210 bar.
- 1.16. 4 LPM Servo Valve Mount type: NG6 Max Flow: 4 LPM
- 1.17. Maximum Operating Pressure - 210 Bar. Maximum Operating Frequency- up to 80Hz.
- 1.18. Contamination insensitive single stage direct drive servo valve from Bosch or Equivalent
- 1.19. 0.5 L Accumulator
- 1.20. Diaphragm type accumulator of 0.5 L capacity Make: Parker or equivalent
- 1.21. NG6 Actuator Control Manifold
- 1.22. Actuator control manifold provision for mounting two NG6 servo valve, one NG10 DCV for actuator hold, pressure and return line accumulators and additional ports for pressure transducers.
- 1.23. 40 LPM DC Valve Mount type: NG6 Max Flow: 40 LPM
- 1.24. Actuator hold during emergency shut-off from Bosch or equivalent
- 1.25. 60 mm Digital Linear Encoder
- 1.26. Linear digital encoder for displacement measurement for a total stroke of 60mm with 1micron resolution.
- 1.27. Test Builder Software
- 1.28. Performs cyclic, static, Multi-Step and Time History (custom) waveform testing.
- 1.29. Test can be done in stroke, load and extensometer control modes. Single and multi-channel applications
- 1.30. Display meters for current readouts, maximum and minimum readouts, peak valley readouts, set point and cycle counters.
- 1.31. Data recording collects time and/or peak-valley data to binary formats. Data is exported to MS Excel/text format where report generation and graphing can be performed.
- 1.32. Data reduction options are available in when logging data in real-time or during export of data.
- 1.33. This application will work with appropriate software.
- 1.34. Report Generator: Data playback

- 1.35. Calculations for cyclic tests: amplitude, area under curve, phase angle, stiffness, modulus, etc.
- 1.36. Report template in excel format
- 1.37. Single Station Digital Servo Controller
- 1.38. High performance Digital Signal Processor with Resolution of DAC: 16 Bits
- 1.39. Resolution of ADC: 24 Bits Servo Loop Calculation: 40 Bits
- 1.40. Three stage data filtering, oversampling and user selectable digital filters.
- 1.41. Digital loop update frequency up to 6 kHz
- 1.42. Configurable 8 ADC channels with 1 load, 3 strain and 4 high level channels
- 1.43. 2 DAC channels.
- 1.44. 2 Encoder Channels
- 1.45. 8 Digital Input and Digital Output Channels for actuator.
- 1.46. Basic software for actuator.
- 1.47. 4 LPM Hydraulic Power Pack
- 1.48. Hydraulic Power Pack -integral part of load frame
- 1.49. Contamination insensitive servo-hydraulic power pack of 4 lpm flow Operating pressure: up to 210 bar, 1.5 kW system operating on three phase AC supply.
- 1.50. Variable frequency drive based control hardware to achieve required combination of flow and pressure from hydraulic power pack.
- 1.51. Gear pump (Bosch or equivalent) Relief valve to limit system pressure.
- 1.52. Safety interlocks to trip power pack against temperature over shoot, lower oil level, filter clogging, phase failure and motor overload.
- 1.53. Remote power pack operation.
- 1.54. 10 micron return line filter with electric interlocks. Pressure transducer for power pack pressure sense and temperature sensor.

2. Universal Grip

- 2.1. 25 kN Mechanical Grips
- 2.2. ± 25 kN self-aligning, manually lockable mechanical grips
- 2.3. Fatigue rated, zero backlash, light weight and easily mountable without special tool
- 2.4. No Hydraulics required
- 2.5. Rated for room temperature operation Optional button headed cups available.
- 2.6. Threaded Adaptors (M27 x 2 adaptor - 60 mm long)
- 2.7. 1 set of M27 x 2 threaded adaptors with 60 mm length to mount the pull rods and compression platen on to the actuator piston and loadcell.

3. LCF Package

- 3.1. 01L1-02 M10
- 3.2. Thread mounting cups for M10 samples rated for room temperature application.
- 3.3. 01L1-03 M12
- 3.4. Thread mounting cups for M12 samples rated for room temperature application.
- 3.5. G.L: 12.5 mm T.L:1/-1 mm Room Temperature Extensometer Gage length: 12.5 mm
- 3.6. Measuring range: ± 1 mm
- 3.7. Accuracy: $\pm 0.5\%$ of read out value as per ASTM E83 Resolution: 0.02% of full scale range
- 3.8. Excitation: 5 to 10 VDC
- 3.9. Sensitivity: 2 to 4 mv/V
- 3.10. Full bridge, 350 ohms strain gauged design
- 3.11. These extensometers are designed for testing wide range of materials including metals, composites, ceramics and plastics
- 3.12. These will work in both tension and compression, the dual flexure design makes them very rugged and insensitive for vibrations, which permits higher frequency operation

- 3.13. Supplied with standard quick attach kit, for easy mounting on the specimen
- 3.14. Mechanical over travel limits in both direction
- 3.15. **Low Cycle Fatigue Testing Software (As per ASTM E606) Software to perform LCF Tests.**
- 3.16. The user interface contains specimen description, loading parameters, pump controls, test run/stop, graph display, numeric readouts of multiple relevant test parameters.
- 3.17. Tests can be done in stress control, total strain control and plastic strain control
- 3.18. Option for multi-step programming
- 3.19. Online display of unloading modulus, ratio of unloading and loading modulus, K' , n' yield stress, plastic strain, max-min stress and strain.
- 3.20. Limit settings on Position, load and extensometer
- 3.21. Option for specimen and furnace temperature data logging
- 3.22. Test termination conditions: % change in modulus, % change in stress amplitude, % change in peak stress
- 3.23. Auto data acquisition settings.
- 3.24. Online graphs of stress vs strain and transients. up to 8 digital sense interlocks
- 3.25. Offline post processing program to analyze the results in MS Excel. Option to save the test profiles.
- 3.26. Option to remove residual strain. Option to add strain to gage length.

4. Tension and Compression Package

- 4.1. Adaptor for Flat specimen and smooth specimen Flat specimen thickness 0-5 mm, 25 mm wide width
- 4.2. Round smooth specimen, Dia 8mm , 10mm and 12mm
- 4.3. Three point bend fixture: Bottom fixtures have an adjustable span from 30 mm to 150 mm. Roller diameter: 5 mm, Scale attached for easy location of support blocks Corrosion resistant
- 4.4. Rated for room temperature operation
- 4.5. Tensile and Compression Testing Software (As per ASTM E8 and ASTM E9)
- 4.6. **Software to perform Tensile and Compression test.**
- 4.7. The user interface contains specimen description, loading parameters, pump controls, test run/stop, graph display, numeric readouts of multiple relevant test parameters.
- 4.8. Tests can be done in stroke, load or strain control.
- 4.9. Online graphs of stress vs. strain and load vs. displacement. Option to save the test profiles.
- 4.10. Auto data acquisition settings Option to run test in multiple steps.
- 4.11. Option to remove the extensometer and continue the test in stroke control.
- 4.12. Option to stop the test after specified percentage load drop, maximum load, maximum displacement
- 4.13. Limit settings on Position, extensometer and load channels.
- 4.14. Offline post processing program to analyze the results in MS Excel. Single and batch report generation
- 4.15. Option for report templates in excel format
- 4.16. Standard ASTM 7624(3 point bend)
- 4.17. G.L: 12.5 mm T.L: 6.25/-3.1 mm Room Temperature Extensometer Gauge length: 12.5 mm
- 4.18. Measuring range: +6.25/-3.1 mm
- 4.19. Accuracy: $\pm 0.5\%$ of read out value as per ASTM E83 Excitation: 5 to 10 VDC
- 4.20. Sensitivity: 2 to 4 mv/V
- 4.21. Full bridge, 350 ohms strain gauged design
- 4.22. These extensometers are designed for testing wide range of materials including metals, composites, ceramics and plastics
- 4.23. These will work in both tension and compression, the dual flexure design makes them very rugged and insensitive for vibrations, which permits higher freq

uency operation

- 4.24. Supplied with standard quick attach kit, for easy mounting on the specimen
- 4.25. Mechanical over travel limits in both directions.

5. Fracture Mechanics Package

- 5.1. $W = 25.4$ mm, $T = 6.35$ mm Fracture Mechanics Clevis Grips
- 5.2. Designed as per ASTM E647 to accommodate C(T) specimens with the dimensions-Width = 25.4 mm Thickness = 6.35 mm, Hole and pin diameter = 6.35 mm Mounting threads are M16 x 2
- 5.3. Rated for room temperature operation
- 5.4. Software to perform Fatigue Crack Growth studies.
- 5.5. Tests can be done in constant load control, K control, combination of these with multiple steps.
- 5.6. Option to program multiple steps with different loading conditions and different frequencies.
- 5.7. Online graphs of da/dN , load vs. COD, crack length vs cycles, ΔK vs cycles, etc.
- 5.8. Online display of crack length, K_{max} , K_{min} , ΔK , P_{max} , P_{min} , P , da/dN and more
- 5.9. Option to stop the test at specified crack length, crack increment, K_{max} , cycles etc.
- 5.10. Option to do variable amplitude test using user specified turning points Option to do over-loading tests
- 5.11. Option to save the test profiles. Auto data acquisition settings. Auto scaling of graphs.
- 5.12. Option to enter material properties and specimen dimensions. Offline post processing program to analyze the results in MS Excel.
- 5.13. Fracture Toughness Software for K_{Ic} , J_{Ic} and CTOD Testing (As per ASTM E 1820 and E399)
- 5.14. Software to perform Fracture Toughness tests.
- 5.15. The user interface contains specimen description, loading parameters, pump controls, test run/stop, graph display, numeric readouts of multiple relevant test parameters.
- 5.16. Tests can be done in stroke or COD control.
- 5.17. Real time graphs of J vs. Δa and load vs. displacement. Option to save the test profiles.
- 5.18. Auto data acquisition settings Auto scaling of graph.
- 5.19. Option to see J and Δa value online.
- 5.20. Option to select the previous data file and export the data. Data file storage in same settings file.
- 5.21. Option to stop the test after specified percentage load drop. Offline post processing program to analyze the results in MS Excel
- 5.22. G.L: 5 mm T.L: 3/-1 mm Crack Opening Displacement Gauge length: 5 mm
- 5.23. Measuring range: +3/-1 mm
- 5.24. COD Gage for fracture mechanics studies, in compliance with ASTM E647 & E1820
- 5.25. High accuracy, full strain gauged bridge construction Accuracy as per ASTM E1820
- 5.26. Resolution: 0.02% of full scale range Sharp grooves as per ASTM E1820 Excitation: 5 to 10 VDC
- 5.27. Sensitivity: 2 to 4 mv/V
- 5.28. Non linearity: 0.15% of reading

6. Essential Safety Features

- 6.1. The system should be safely shut down in the event of Power Failure.
- 6.2. Uninterrupted Power Supply for Control console and Hardware.

- 6.3. Manual override to stop test and return to zero load.
- 6.4. Tripping on overload and mains failure
- 6.5. For LCF Test, Test termination on macro crack formation or specimen breakage according to user-defined parameters.

7. Miscellaneous

- 7.1. Host computer with licensed Windows 10 or higher version of operating system with current generation Processor, 32GB RAM, 1 TB HDD, 1 TB SSD, 24 inches or higher LED display. Also suitable application software for ease of performing tests under specified conditions with provision for report generation by way of multiple worksheet XL-tables including raw data arranged suitably as columns for individual channels.
 - 7.2. A printer shall be supplied to print the reports.
 - 7.3. After complete installation, at least 3 days of onsite training shall be provided to students/staff/faculty.
 - 7.4. Installation of machine and training must be provided on machine operation, data interpretation and analysis.
 - 7.5. Validation of ASTM E647, ASTM E1820 and E399, ASTM E466, ASTM E8, ASTM E9, ASTM E606.
 - 7.6. The samples for the validation tests shall be provided by the vendor.
 - 7.7. Original Printed catalogue with model numbers must be submitted along with the bids. Just typing tender specification on company letterhead will not be considered as a valid document.
 - 7.8. All basic manuals, calibration and test reports in hard and soft copy should be supplied.
 - 7.9. Supplier must give stiffness report of the fatigue testing machine along with design report and picture/model of setup in the technical bids.
 - 7.10. From the date of installation, all the spare parts should be available for at least 10 years. The vendor shall supply as and when order is placed for repair/replacement.
 - 7.11. At least 3 years of full warranty shall be provided for the complete system including accessories.
 - 7.12. Provision to integrate with heating chamber and hydraulic wedge grips in future.
9. 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.
 10. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
 11. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
 12. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
 13. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
 14. 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 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.
 15. 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.

16. For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.
17. 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.
18. IT equipment shall be IPv6 ready from day one.
19. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

20. 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.

21. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
22. **Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
23. **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.
24. **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.
25. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
26. 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
The Registrar, IIT Mandi
payable at
Kamand, Mandi
. 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.
27. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of
The Registrar, IIT Mandi
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
28. 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.

29. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
30. 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.
31. 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.
32.
 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.
33. 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.
34. 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.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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 specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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 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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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