

SO-IT

SINGLE TENDER ENQUIRY NO D/21013/3252/19/5.1.2015/P-1 DATED 6 December 2016

TE consisting pages (1 to 18)

GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS
(PROCUREMENT WING)
JAISALMER HOUSE, 26 MAN SINGH ROAD,
NEW DELHI - 110 011
TEL NO. 91-011-23387306 FAX NO. 91-011-23386764

To

M/s S.S.B. I Exports Pvt Ltd,
308, Heritage Plaza, opp Gurukul,
Drive-in Road, Ahmedabad
PIN - 380052 Gujrat (India)
Tel: + 91-79-27495348, 27481297, 27481317, Fax: 91-79-30172511, 40092996
E Mail: info@ssbi.in, ssbiexport@yahoo.com Website: www.ssbi.in

Dear Sir,

On behalf of the President of India, I invite you to tender for the supply of stores detailed in the schedule.

2 The conditions of contract which will govern any contract made are contained in pamphlet No. DGS&D-68 entitled "Conditions of contract governing contracts, placed by the Central Purchase Organizations of Government of India as amended up to 31-12-91 and those contained in the pamphlet No. DGS&D-229 and DGS&D Manual containing various instructions to tenderers quoting against the tender enquiry issued by the DGS&D read with the amendments enclosed with this tender enquiry. Any special conditions attached to this invitation to tender will also form part of the conditions.

3. The above pamphlets and the lists of corrections thereto can be obtained on payment from the under mentioned officers:-

- a) The Manager of Publications, Civil Lines, Delhi
- b) The Superintendent, Government Printing & Stationary, Allahabad, U.P.
- c) The Superintendent, Government Printing & Stationary, Mumbai.
- d) The Superintendent, Government Printing, Gulzargbag, Patna. Bihar.
- e) DGS&D, New Delhi and its Regional Offices at Mumbai, Chennai, Kolkata and Kanpur.
- f) Government of India Book Depot, 8 Hastings Street, Kolkata.

4. If you are in a position to quote for supply in accordance with the requirements stated in the attached schedule to tender, all documents / information attached herewith (Page 1 to 18) duly filled in, signed and returned to this office failing which your tender will liable to be ignored and not considered. This tender is not transferable.

Raid

Signature of the Authorized signatory
of the bidder with date and seal

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5. Tender documents (page 1 to 18) are also available on official website of Ministry of Home Affairs <http://mha.nic.in>.

Yours faithfully,



(S. R. RAJASHEKAR)

Dy Director General (Procurement)

For and on behalf of the President of India

Copy to: -

1. The Director, CFSL, CBI, Block-IV, CGO Complex, Lodhi Road, New Delhi for information w.r.to their letter No 10-5/2011- CFSL/LVA/3754 dated 29.09.2016 . He is requested to check the particulars of TE and point out error if any well before the date of opening of tender.
2. The Section Officer (IT), IT Cell Website Room No. 10, MHA, North Block, New Delhi-110001. He is requested to get it incorporated in the official website of the Ministry of Home Affairs



(S. R. RAJASHEKAR)

Dy Director General (Procurement)

For and on behalf of the President of India

Signature of the Authorized signatory
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Recd

3

SINGLE TENDER ENQUIRY NO D/21013/3252/19/5.1.2015/P-1 DATED 6 December 2016

SCHEDULE TO TENDER
GOVERNMENT OF INDIA
MINISTRY OF HOME AFFAIRS
(PROCUREMENT WING)
JAISALMER HOUSE, 26 MAN SINGH ROAD,
NEW DELHI – 110 011
TEL NO. 91-011-23387306 FAX NO. 91-011-23386764

LAST DATE OF RECEIPT OF TENDER: 30/12/2016
TENDER WILL BE OPENED ON : 03/01/2017 at 11.00 A.M

THE TENDER SHALL REMAIN OPEN: 31/07/2017 (180 DAYS FROM THE DATE FOR
ACCEPTANCE TILL OF OPENING OF TENDER).

Tender Enquiry No	Description of Store	Quantity	Price per Unit and Total Cost on free delivery to consignees location basis
D/21013/3252/19/ 5.1.2015/P-1	Layered Voice Analysis System (LVA 6.50)	1 No (One)	
Specification	As per manufactured specification		

Note: i) Above Notice/Tender documents are available on official website of Ministry of Home Affairs <http://mha.nic.in>.

ii) ALL TENDER DOCUMENTS ATTACHED WITH THIS INVITATION TO TENDER INCLUDING THE SPECIFICATIONS ARE SACROSANCT FOR CONSIDERING ANY OFFER AS COMPLETE OFFER. IT IS THEREFORE IMPORTANT THAT EACH PAGE OF THE TENDER DOCUMENTS DULY FILLED IN, SIGNED AND RETURNED TO THIS OFFICE.

2. The tenderer should submit the tenders in duplicate in two bid system as follows:-

2.1 Technical bid should contain the following in duplicate:-

- (i) Tender documents duly completed and signed BUT WITHOUT INDICATING THE RATES.
- (ii) Copy of registration certificate with DGS&D/NSIC if any
- (iii) Technical details of model offered along with supporting technical literature, leaflets/brochures etc.
- (iv) Copy of authorization certificate from their principal/manufacturer.
- (v) Copy of supply order placed recently any Govt/Semi Govt organisation for the quoted model, if any. If not, copy of international price list.

Signature of the Authorized signatory
of the bidder with date and seal

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- (vi) Certificate/report from the chamber of commerce of country of origin of the foreign manufacturer.

2.2 Price bid should contain the following in duplicate:-

- (i) Details of price and rates of taxes and duties, terms of delivery, delivery period and discounts if any, to be quoted clearly by the bidders.

IMPORTANT:

Both the covers should be separately sealed and super scribed with the tender No. The two covers should thereafter, be kept in a third cover and sealed. This cover should also be super-scribed with the tender Number, and Name of stores.

3. The technical details of the models offered along with the supporting original technical literature, leaflets, brochures etc will be submitted in a separate sealed cover in duplicate.
4. Firm must clearly indicate in their offer the different taxes and duties which they propose to charge extra mentioning clearly the present rates thereof. Vague offer like "DUTIES AS APPLICABLE" shall not be considered.

5	The Purchaser	The President of India.
6	Indentor & Inspecting Authority	The Director, Central Forensic Science Laboratory, Central Bureau of Investigation, Block-IV, CGO Complex, Lodhi Road, New Delhi
7	Inspecting Officer	The Director Central Forensic Science Laboratory, Central Bureau of Investigation, or any other Officer detailed by them.
8	Consignee	The Director, Central Forensic Science Laboratory, Central Bureau of Investigation, Block-IV, CGO Complex, Lodhi Road, New Delhi
9	Delivery required by	60 days from the date of award of tender (A/T).
10	Dispatch Instructions	Stores are required to be delivered at consignee's location at Central Bureau of Investigation, Block-IV, CGO Complex, Lodhi Road, New Delhi at freight, risk and cost of the supplier.
11	Terms of Delivery	By road/rail/air up to consignee's location at freight, risk and cost of the supplier.
12	Inspection Methodology	Jt. Receipt Inspection will be carried out by a board of officers detailed by inspecting authority or any other Officer detailed by them in order to check its compliance with specifications. If supply is rejected in inspection as not confirming to specifications, the same lot must be replaced within the delivery period.
13	Payment Terms	90% payment shall be paid on receipt of stores by consignee at destination and submission of performance guarantee for 10 % of contract value and balance 10% on

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		successful installation/commission/training and final acceptance of goods by the consignee.
14	Mode of Payment	Released electronically to the account of firm
15	Guarantee/Warranty	The tendering firm should provide a comprehensive warranty including spares for a period 24 months from the date of successful installation and commissioning of the system.
16	Liquidated Damage in case of delay in supplies.	If the contractor fails to deliver the stores within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the purchaser will recover from the contractor liquidated damages including administrative expenses and not by way of penalty a sum equivalent to 2% of the price of any store which the contractor fails to deliver within the period fixed for delivery in the schedule for each month or part of the month during which the delivery of such stores may be in arrears where delivery thereof is accepted after expiry of the after said period provided that the total damages so claimed shall not exceed 10% of the total contract price, as per Para 14.7(i) of DGS&D-68 Revised.
17	Other Terms and conditions	As contained in DGS&D-68(Revised) and DGS&D-229.

18. Rate quoted by the firm should be on firm price basis.
19. Tenderer should disclose the name and full address (along with telephone/ Fax No.) of the place where the stores will be manufactured and offered for inspection. In case the firm is registered with NSIC for the subject stores, they should clarify whether they are registered as a manufacturing unit or in any other capacity. In case the registration is as a manufacturer, they should indicate the full address/phone number of their manufacturing facility.
20. Purchaser reserves the right to change the consignees and quantity of stores allotted to them.
21. Purchaser reserves the right to increase or decrease the quantity at any stage.
22. Purchaser reserves the right to cancel, or scrap the tender without assigning any reason.



(S. R. RAJASHEKAR)

Dy Director General (Procurement)

For and on behalf of the President of India

Signature of the Authorized signatory of the bidder with date and seal

Revised

Annexure-IIMPORTANT INSTRUCTIONS

1. The contract to be concluded will be governed by Conditions of Contract Contained in Form No. DGS&D-68 (Revised) as amended till date and those contained in pamphlet in DGS&D-229 with enclosed amendment (Annexure).
2. GUARANTEE / WARRANTY
As per terms and conditions of schedule to Tender (attached at Appendix-VII).
3. Submission of offer:-
 - 3.1 Offer should be submitted by the tenderer on the basis of Manufacturers, on free delivery up to consignee's location.
4. ADVANCE SAMPLE CLAUSE: Not applicable.
5. In case of any defects in supply or manufacturing or not conforming to technical specifications, observed during survey at consignee location or later during the warranty period, the tenderer will be liable to replace the defective store at their cost.
6. SECURITY DEPOSIT
 - (a) The firm shall have to deposit a Security Deposit of 10% of the contract value within **30 days** of the placement of supply order for due performance of the contract as per provisions contained in clause 7 of DGS&D-68 (Revised). Failure at the part of the firm to deposit the security deposit within stipulated time, the purchaser reserve the right to cancel the acceptance of tender.
 - (b) The Performance Security Deposit submitted by the supplier will come into force after the **installation** and will **remain valid for 60 days beyond the guarantee/warranty period.**
 - (c) If the supplier fails to deliver the stores in a promised period and places and a request for extension of time he will submit an undertaking on non-judicial stamp paper of Rs. 10/- duly attested by Notary Public stating that the Performance Security Deposits has already been extended for 60 days beyond the guarantee/warranty period.
7. INSPECTION CRITERIA:-
The supplier shall abide by the inspection procedure formulated by the purchaser.
8. EXCISE DUTY
If it is intended to ask for excise duty or any other charges extra, the same must be specifically stated. In absence of such stipulation, it will be presumed that prices are inclusive of all such charges and no claim for the same will be entertained.
9. GOVT. POLICY: N/A

Signature of the Authorized signatory of the bidder with date and seal

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10. The conditions of contract, which will govern any contract made or entered into as a result of this tender process shall be as per the following guidelines –
- i) Pamphlet No. DGS&D-68 (Revised), and DGS&D 71 titled "Conditions of Contract, governing contracts placed by the Central Purchase Organization of the Government of India" as amended up to date of issue of tender.
 - ii) Pamphlet No. DGS&D 230, 231 & 237 contained in DGS&D-229.
 - iii) Any General and special conditions attached to this invitation to tender will also form part of the conditions.

11. Amendments: The following amendments may be carried out in the Pamphlet mentioned above.

- 11.1 The definition of "Government" provided in clause 1 (f) page 2 of DGS&D Conditions of Contract may be amended as under: -

"Government" means the "**Central Government**".

- 11.2 The definition of **Secretary** clause 1 (k)-page 3 of DGS&D Conditions of Contract may be modified as under: -

"**Secretary**" means Secretary of Government of India, Ministry of Home Affairs, and New Delhi for the time being in the administrative charge of the subject matter of contract and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

- 11.3 Under Clause 2 (c)-page 5 of DGS&D Conditions of contract, the word "Director General of Supplies & Disposals or heads of his concerned regional offices" may be replaced by Secretary of Government of India, Ministry of Home Affairs, New Delhi and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

- 11.4 Clause 24 i.e. Arbitration: -

In the existing entries/clause 24 of DGS&D - 68 (Revised) substitute Secretary of Union of India, Ministry of Home Affairs, New Delhi and every other officer authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

- 11.5 Similarly, the reference to DGS&D wherever appearing may be suitably modified.

- 11.6 Following amendments may be carried out in the Pamphlet NO DGS&D-229 containing various instructions to tenders.

Form No.DGS&D-230.

Reference to DGS&D wherever appearing in clause No.14, 33, 34, 35, 39 and 40 and Appendix 'A' for Form No. DGS&D-96 may be amended to read as Secretary to Government of India, Ministry of Home Affairs, New Delhi and every other officer

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authorized for the time being to execute contracts relating to purchase and supply of stores on behalf of the President of India.

Note – these amendments are being carried out to substitute DGS&D with the designated purchasing authority under the Ministry of Home Affairs as any contract here in after shall be between the supplier (to be known as seller) and the respective purchasing authority under the Ministry of Home Affairs (to be known as purchaser). However, the conditions which govern contracts as prescribed in various DGS&D forms and pamphlets shall also apply to contracts entered into between the seller and purchaser within the preview of this tender process.

12. TOLERANCE CLAUSE (OPTION CLAUSE):

The purchaser reserves the right to place order of the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted at the time of placement contract or during the currency of the contract as per clause. 31 of form DGS&D.

13. PROPRIETARY ARTICLE CERTIFICATE

The Tenderer is required to furnish a Proprietary Article Certificate (PAC) duly certifying that there is no other manufacturer of said stores with same specification other than **M/s Nemesysco Ltd., Natania 42504, Israel**, and your firm is the only firm representing said OEM for said item in the area/country of supply.

Note:

- a) Full name and status of the person signing the tender documents must be clearly mentioned in the tender documents.
- b) The firms applying tenders against the subject Tender Enquiry are informed that all relevant details with reference to the Tender Enquiry stipulations are clearly responded to. In case any of the Tender Enquiry stipulations are not clearly stated to/replied to by any of the bidders, no repeat no clarifications will be sought from the concerned bidder and its offer will be rejected out rightly.

Signature of the Authorized signatory
of the bidder with date and seal

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Annexure-II

OFFER OF STORES
FORM-68-A

Full name and address of the Tenderer in addition to Post Box No., if any, should be quoted in all Communication to this office.

Contractor's
Telegraphic
Address

From

Dear Sir,

I/We hereby offer to supply the stores detailed in the schedule hereto or such portion thereof as you may specify in the Acceptance of Tender at the price given in the said schedule and agree to hold this offer open till _____. I/We shall be bound by a communication of acceptance within the prescribed time.

2. I/We have understood the instructions to Tenderers in the booklet DGS&D-229 and conditions of contract in the Form No.68 (Revised) including in the pamphlet entitling conditions of contract governing contracts placed by them Central Purchase Organization of the Government of India read with the amendments annexed herewith and have thoroughly examined the specification drawing and/or pattern quoted in the schedule hereto and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

3. The following pages have been added to and form part of this tender

Here paste coupon in case where supplied to contractors on payment.

Yours faithfully,

(SIGNATURE OF TENDERER)
ADDRESS
DATED

SIGNATURE OF WITNESS
ADDRESS.....

Signature of the Authorized signatory of the bidder with date and seal

Recd

Annexure-III

QUESTIONNAIRE ABOUT MANUFACTURER

(Please Mark in appropriate Box and fill the answer correctly)

1. Name and address of Contractor

2. a) Whether registered with DGS&D for subject store.

YES

NO

b) If yes, Monetary limit
(Enclose Photocopy
of Regn. Certificate)

Rs.

(Lakh)

(Without Limit)

c) Validity Date

3. a) Whether registered with NSIC
for subject stores.

YES

NO

b) If yes, Monetary limit
(Enclose Photocopy
of Regn. Certificate)

Rs.

(Lakh)

(Without Limit)

c) Validity Date

4. Whether past supplier of subject store
to DGS&D or Min. of Home Affairs
during the last 3 years.
(If yes, submit performance report
in enclosed proforma)

YES

NO

5. Terms of delivery: **Free delivery at consignee's locations**

YES

No

6. a) Whether Excise Duty Extra:

To be mentioned in Price Bid.

b) If extra, rate of excise duty:
Assemble Value Rs.

7. a) Whether Sales Tax Extra:

To be mentioned in Price Bid.

b) If yes, rate of Central Sales Tax
applicable at present

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- c) Rate of local sales Tax applicable at present
- 8. Discount offered if any
- 09. a) Delivery period in months from _____
date of placement of order _____ Month
- b) Monthly rate of supply _____

10. a) Whether stores fully conforms to tender schedule specifications in all respects. YES NO

b) If answer to 10(a) is No. Indicate the details of deviation in separate sheet.

12. Acceptance to conditions of contract as contained in DGS&D-68 (Revised) amended up to 31.12.91 and those contained in Pamphlet No. DGS&D-229 read with Annexure attached. YES NO

13. Do you accept tolerance clause. YES NO

14. Do you accept Liquidated Damage Clause YES NO

15. Do you accept Arbitration Clause? YES NO

16. Do you accept warranty/Guarantee Clause? YES NO

Signature of the Tenderer _____
 Name in Block Letters _____
 Capacity in which Tender signed _____
 Full Address. _____

Signature of the Authorized signatory of the bidder with date and seal

Reid

Annexure-IV

TENDERERS SHOULD FURNISH SPECIFIC ANSWERS TO ALL THE QUESTIONS GIVEN BELOW.

1. Tender No :
2. Whether the stores offered fully conform to the technical particulars and specification drawings, specified by the purchaser in the schedule to tender. If not, mention here details of deviations :
3. Brand of store offered :
4. Name and address of manufacturer :
5. Model No. of Product :
6. Station of manufacture :
7. Please confirm that you have offered packing If not indicate deviations. :
8. Gross weight of consignment (Net weight of each item) :
9. Income Tax A/C No. (in case of agent) :
10. Status. :
 - a) Indicate whether you are LSU or SSI :
 - b) Are you registered with DGS&D for the item quoted? If so, indicate whether there is any monetary limit on registration.
 - c) If you are a small scale unit registered with NSI under Single Point Registration scheme, whether there is any monetary limit.
 - d) In case you are registered with NSIC under Single Point Registration Scheme for the item quoted, confirm whether you have attached a photocopy of the registration certificate indicating the items for which you are registered.
11. a) If you are not registered either with NSIC or with DGS&D, please state whether you are with Directorate of Industries of State Government concerned :
 - b) If so, confirm whether you have attached a copy of the certificate issued by Director of Industry.
12. Please indicate name & full address of your banker :
13. Business name and constitution of the firm. :
Is the firm registered under:-

Signature of the Authorized signatory
of the bidder with date and seal

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- i) The Indian Companies Act 1956,
- ii) The Indian Partnership Act 1932 (Please also give name of partners)
- iii) Any Act; if not, who are the owners. (Please give full names and address.)

14. Whether the tendering firm is/are:- :
1. Manufacturer
 2. Manufacturer's authorized agents
 3. Holders in stock of the stores tendered for.

N.B.: If manufacturer's agents, please enclose with tender the copy of manufacturer's authorization on properly stamped paper, duly attested by a Notary Public.

15. If stores offer end are manufactured in India, :
please state whether all raw materials components etc. used in their manufacture are also produced in India. If not give details of materials components etc, that are imported and their breakup of the indigenous and imported components together with their value and proportion it bears to the total value of the store .
16. Do you agree to sole arbitration by an officer of :
Ministry of Law, appointed by the Secretary, Govt. of India, Ministry of Home Affairs or by some other person appointed by him as provided in clause 24 of the general conditions of contract form DGS&D-68 (Revised). (Your acceptance or non-acceptance of this clause will not influence the decision of the tender. It should, however, be noted that an omission to answer the above question will be deemed as an acceptance of the clause.)
17. For partnership firms state whether they are :
registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a partnership firm be in the affirmative, please state further :-
1. Whether by the partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.
 2. If the answer to (1) is in the negative, whether there is any general power of

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attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer disputes concerning business of the partnership to arbitration.

3. If the answer to either (1) or (2) is in the affirmative furnish a copy of either the partnership agreement or the general power of attorney as the case may be

N.B:

1. Please attach to the tender a copy of either document on which reliance is placed for authority of partners of the partner signing the tender to refer disputes to arbitration. The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a properly stamped paper by all the partners.

2. Whether authority to refer disputes to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.

18. Here state specifically:- :

1. Whether the price tendered by you is to the best of your knowledge and belief, not more than the price usually charged by you for stores of same nature/class or description to any private purchaser either foreign or as well as Govt. purchaser. It not state the reasons thereof. If any, also indicate the margin of difference.
2. In respect of indigenous items for which there is a controlled price fixed by law, the price quoted shall not be higher than the controlled price and if the price quoted exceeds the controlled price the reasons thereof should be stated

19. Are you:- :

1. Holding valid Industrial Licence (s) Registration Certificate under the Industrial Development and Regulation Act, 1981. If so, please give particulars of Industrial income Registration Certificate.
2. Exempted from the licensing provisions of the Act, for the manufacture of item quoted against this tender. If so, please quote relevant orders and explain your position.
3. Whether you possess the requisite license for manufacture of the stores and/or for the procurement of raw materials belonging to

Signature of the Authorized signatory
of the bidder with date and seal

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any controlled category required for the manufacture of the store? In the absence of any reply it would be assumed that no license is required for the purpose of raw materials and/or that you possess the required license.

20. State whether business dealings with you have been banned by Min/Deptt. of Supply/Min. of Home Affairs, Govt. of India :
21. Please confirm that you have read all the instructions carefully and have complied with accordingly :

Signature of Tenderer _____

Full name and address of the person signing
(in Block Letters)

Whether signing as Proprietor/Partner/
constituted Attorney /duly authorized by the
Company.

Signature of the Authorized signatory
of the bidder with date and seal

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Annexure-V

ESSENTIAL FEATURES AND CHARACTERISTIC

Name of Stores: LAYERED VOICE ANALYZER SYSTEM (LVA 6.05) ALONG WITH REQUIRED ACCESSORIES/SPARES/CONSUMABLE.

Quantity: 01 System

HARDWARE SPECIFICATION

1. Laptop with
 - a. Intel i3 processor or higher
 - b. Windows 7 or higher operating system
 - c. 500 GB hard disk space or more
 - d. 4 GB RAM or more
 - e. 14 inch or more LED display with a carry case for laptop
2. Headphone with noise cancelling facility
3. Microphone with noise cancelling facility
4. Audio speaker
5. USB phone connector with inbuilt sound card

SOFTWARE SPECIFICATION

- a. Licensed software for dispute free usage of the instrument
- b. Real time analysis and real time feedback of the voice input
- c. Option to analyze the pre-recorded voice data
- d. Ability to identify and measure emotional activities and deception from the voice data

And

- a. Onsite training and certification to the officials of the user department
- b. Warranty: Two years onsite warrantee.

Signature of the Authorized signatory
of the bidder with date and seal

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Annexure-VI

PROFORMA FOR PRICE BID
(TO BE FILLED BY THE BIDDER & SEALED SEPARATELY)

S No	Item description	Qty	Unit	Basic Price (Per Unit)	Total Amount (Basic price*Qty.) (based on column No 3* 5)	Customs duty amount (CD) (In INR)	Excise duty amount (ED) (In INR)	VAT/ST amount (In INR)	Service tax & with ECess amount (In INR)	Freight /Insurance and any other levies amount (if any) (In INR)	Agency Commission Amount (if any) (In INR)	Total amount of levies (in INR) (based on column No 7+8+9+10+11+12)	Total Price For delivery of stores at destination (Based on column No 6+13)
		03	04	05	06	07	08	09	10	11	12	13	14
01	Layer voice Analyzer System (LVA 6.50) along with required accessories/ spares/ consumables	01	System										

Signature of the Authorized signatory of the bidder with date and seal

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Annexure-VII

GUARANTEE/WARRANTY

- i) The contractor/seller hereby declares that the goods, stores articles sold/supplied to the purchaser under this contract shall be of the best quality and workmanship and new in all respects and shall be strictly in accordance with the specification and particulars contained/mentioned in contract.
- ii) The contractor/seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of **02years**, from the date of delivery of the said goods/stores/articles to the purchaser and that notwithstanding the fact that the Purchaser (Inspector) may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of **02 years** the said goods/stores/articles be discovered not to conform to the description and quality aforesaid or not giving satisfactory performance or have deteriorated and the decision of the purchaser in that behalf shall be final and binding on the contractor/seller.
- iii) The purchaser shall be entitled to call upon the contractor/seller to rectify the goods/stores/articles or such portion thereof as is found to be defective by the purchaser within a reasonable period, or such specified period as maybe allowed by the purchaser in his discretion on an application made thereof by the contractor/seller, and in such an event, the above mentioned warranty period shall apply to the goods/stores/articles rectified from the date of rectification thereof, otherwise the contractor/seller shall pay to the purchaser such compensation as may arise by reason of the breach of the warranty herein contained.
- iv) If within the period of warranty, the goods are reported by the Buyer to have failed to perform as per the specifications, the Seller shall either replace or rectify the same free of charge, within a maximum period of **07 days** of notification of such defect received by the Seller, provided that the goods are used and maintained by the Buyer as per instructions contained in the Operating Manual. Warranty of the equipment would be extended by such duration of downtime. Record of the down time would be maintained by the user in the logbook. Spares required for warranty repairs shall be provided free of cost by the Seller. The Seller also undertakes to diagnose, test, adjust, calibrate and repair/replace the goods/equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the Buyer and the Seller.
- v) Warranty to the effect that before going out of production for the spare parts they will give adequate advance notice to the purchaser of the equipment so that the latter may undertake the balance of the lifetime requirements.
- vi) Warranty to the effect that they will make available the blue prints of drawings of the spares if and when required in connection with the main equipment.

Signature of tenderer

Date

Name of tenderer

R.R.S

Signature of the Authorized signatory
of the bidder with date and seal

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