Bid Number: GEM/2026/B/8122275
Dated: 05-11-2026

Bid Corrigendum

GEM/2026/B/8122275-C4

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. 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
2. Buyer Added text based ATC clauses

Minutes of Prebid Meeting held on 13.10.2026 for the Procurement of Vehicle Mounted Heavy Weight Deflectometer

Sub: Procurement of Vehicle Mounted Heavy Weight Deflectometer_

In connection with procurement of Vehicle Mounted heavy Weight Deflectometer (GeM Bid No: GEM/2026/B/8122275), a prebid meeting was held on 13.10.2026 at 11.00 AM in online mode. A total of four potential have participated in the prebid meeting whose details are following:

1. Complete Instrumentation Solutions Pvt Ltd
2. Coact Solutions Pvt Ltd
3. AIMIL Ltd
4. Shweta Technophile consultants Pvt Ltd

Out of four participants, the three bidders have submitted their request/observations as follows:

S. No.	Observation	Clarification
Coact Solutions Pvt Ltd		

1.	The payment terms are not specified in the tender document. Kindly confirm whether 100% payment will be released upon delivery, training, and successful Factory Acceptance Testing (FAT) of the equipment at your premises.	The 100% payment will be released after successful commissioning of the equipment at CSIR-CRRI. (Kindly check clause 2.22)
2.	Kindly clarify whether the FAT shall be conducted as per any specific procedure or acceptance criteria prescribed by CRRI, or whether the OEM's FAT checklist demonstrating compliance with the tender specifications will be acceptable.	The FAT will be conducted by CSIR-CRRI as per requirements mentioned in the tender document.
3.	As per IRC standards, the distance between the load cell and the last geophone is understood to be 1.8 metres, whereas the tender specifies 2.1 metres. Kindly clarify whether the equipment should comply with the applicable IRC standards or strictly adhere to the specifications mentioned in the tender document.	Refer B) 1. That a minimum of nine deflections sensors are required. However, the last geophone distance has not been specified.
Complete Instrumentation Solutions Pvt Ltd		
1.	With a segmented plate, it is better to attach the rubber with screws than glue, because the different parts of the plate move in relation to each other. It is also easy to replace the damaged rubber during service and maintenance. As asked during the pre-bid meeting, please find below the photographs displaying screw arrangement for attaching rubber with load plate.	The attachment of rubber pad on bottom of loading plate can be attached by any of the fixing method. Kindly refer the revised specifications.
2.	Suggested that the 450 mm plate should also be divided in four segments loaded with equal loads. With a larger area, there is more unevenness within the area. Currently, in tender document it is not clear that whether it is segmented or not.	There is requirement of segmented load plate in case of 450 mm also. Kindly refer the revised specifications.
3.	Our experience is that a number of fix positions on the mounting bar is safer than continuous positioning. During HWD operation if sensor position changes, it is not a good practice to fix them as per scale marking without calibration.	The equipment is procured for R&D purpose. Therefore, the provision of change in sensor location has been kept, however, the sensor locations will not be changes on regular basis.
4.	The export format of the analyzed data shall be text files. Most of the data processing and analysis software are available with text file format only as export format. The excel file format can be kept as an optional	The export file format has been changed to Excel/Text. Kindly refer the revised specifications.
AIMIL Ltd		

1.	Deflection: It should be accurate to +/- 2% Better of the measured value Also clarify whether the normal additive sensor tolerance is acceptable.	The deflection sensor reading precision has been revised to 2 micron or better and should be accurate to 2% of the measured value. Kindly find the revised specifications.
2.	Is an International PO Acceptable? Please confirm. Domestic PO with private supply for HWD. Or else Confirm whether FWD PO copies are acceptable.	The equipment must be supplied through domestic PO to any Indian company/organization/firm.
3.	Please clarify whether the Registration should also be done for private vehicle. If needed will ask for CRRI related documents.	The vehicle should be registered under private vehicle category. The necessary documents will be shared on requirement basis as per extant rules.
4.	Please clarify the Terms of Payment more precisely.	The 100% payment will be released after successful commissioning of the equipment at CSIR-CRRI. (Kindly check clause 2.22)

TSC have suggested the following:

1. Discussed thoroughly the observations and accordingly the technical specifications are revised for further consideration.
2. The revised specifications are placed as Annexure-I.

Annexure-I

Specification for Vehicle Mounted Heavy Weight Deflectometer (HWD)

General Requirement:

The Heavy Weight Deflectometer (HWD) shall be mounted on a suitable vehicle having easy manoeuvring capabilities on different categories of pavement structures. The HWD shall include all standard equipment parts and accessories as necessary to make it fully functional. HWD should meet or exceed the requirement listed under ASTM D 4694-09 (Reapproved 2020) standards.

A) Force Generating Device:

1. Force generating device (falling weight with a guided system) should be designed to operate with negligible friction or resistance so that the weight falls perpendicular to the pavement surface.
2. The force generation device shall be capable of being raised automatically to any height within the full operating range, enabling the generation of any target load between the minimum and maximum possible values for any given test structure, without manual intervention.
3. The HWD should be capable to impart loading up to 250 kN or more. The Load cells used to measure load pulses produced by HWD should have a reading resolution of 0.1 kN or better and should give readings accurate to 2 percent of measured value.

4. The force/load pulse shall approximate the shape of a haversine or half-sine wave and should have reproducible peak value. The Force-Pulse duration should be within 20 to 60 ms or a rise time within 10 to 30 ms.

5. The loading plate should be capable to impart an approximate uniform distribution of the load on the pavement surface. A rubber pad should be fixed to the bottom of the loading plate for uniform distribution of the load.

6. Typical loading plate (divided in four segments and should be loaded with equal loads) is required of 300 mm in diameter for measurement on pavement structure. An additional loading plate of 450 mm diameter (divided in four segments and should be loaded with equal loads) should also be provided along with necessary fixtures. The plate shall be suitably constructed to allow pavement deflection measurement at the centre of the plate.

7. The resulting force, transmitted to the pavement through a circular load plate, shall not vary between repetitive drops by more than 3%.

B) Deflection Measurement Mechanism:

1. The number of deflection sensors: Minimum nine deflection sensors which will be capable to measure over a load pulse of up to 60 ms. The measuring scale should be engraved on the mounting bar to enable exact position of the sensors.

2. Deflection sensor capable of measuring the maximum vertical movement of the pavement and mounted in such a manner as to minimize angular rotation with respect to its measuring plane at the maximum expected movement.

3. The deflection transducers shall measure the deflection minimum up to 2 mm or more with a reading precision of at least 2 micron or better and should be accurate to +/- 2% of the measured value.

C) Data Acquisition System:

1. Window-based software for the operation of the HWD equipment. The whole equipment shall be operated through the software installed on the data acquisition laptop.

2. The software interface should be able to plot the load and deflection time history on the screen after each drop through a user-friendly GUI.

3. There should be self-check and warning system (in case of malfunctioning) before operation.

4. The Load-deflection data shall be recorded automatically on a laptop along with the supporting information such as air temperature, pavement surface temperature, distance measurement, and location identification data (Longitude and Latitude). There should also be a provision to input remarks by the operator, if any.

5. In case of failure of the equipment, an alternative arrangement for manual retrieval of geophone beam and falling weight mechanism to the rest/ transport position.

6. Industrial grade rugged laptop shall be provided for data acquisition with proper provision/platform within the vehicle for holding/operating the laptop. It should be capable to acquire HWD data seamlessly and have provision of data transfer through wireless/wired connection. It should be supplied with all the accessories required for mounting and connection in the vehicle. The detailed specification of the data acquisition system are as follows:

    a. I7 or higher processor
    b. Windows 11 or latest
    c. Microsoft Office 2019 or latest
    d. RAM: 16 GB or higher
    e. SSD: 512 GB or higher
    f. Screen: 14 inch or larger, FHD
    g. Intel Iris Xe Graphics or higher

7. Window based software for back calculation analysis of layer modulus as per relevant Indian guidelines. The raw files should be directly imported to the analysis software and the final report of extracted data should be given in Excel/Text file. The same or additional software should also be able to compute remaining life, overlay thickness, PCR, Load Transfer Efficiency (LTE), and other analysis of flexible and rigid pavement system.

D) Vehicle Specification:

1. The entire setup of HWD equipment should be mounted in a suitable vehicle, having a robust chassis to a ccommodate the entire HWD setup, including the heavier mass and reinforced load frame required for hig h-force operation.
2. The vehicle should have provisions to open with large opening (adequate lock and key arrangements) to access HWD. It should have provision of illumination through bulbs/lights inside the HWD cabin. It should be water-resistant and proper packing should be provided at openings to allow minimal dust inside the H WD cabin.
3. The vehicle should be equipped with air-condition and a navigation system.
4. It should have a ground clearance of at least 180 mm to avoid damage of measuring sensors.
5. The vehicle should be capable to impart sufficient power for easy manoeuvring of the entire assembly, in cluding the additional weight of the HWD's heavier drop mass and reinforced structural components.
6. A camera assembly should be attached to the vehicle for ensuring the placement of load and deflection measurement unit at required location. The vehicle should also be equipped with rear camera and dash c amera for security purpose. The video recording should be stored on any storage device mounted in the v ehicle and can be retrieved, whenever required.
7. The vehicles shall be equipped with blinking/flash lights in compliance with Central Motor Vehicle Rules 2 017.
8. The vehicle registration and insurance shall be performed by the vendor/seller. In addition, the insurance of entire setup (i.e., HWD equipment including vehicle) shall be provided for at least 12 months.

E) General Requirements:

1. Instruments exposed to the Elements (outside the machine body) shall be operational in high temperatur e conditions and shall tolerate high humidity, rain or spray and other adverse conditions such as dust, sho ck or vibrations that may normally be encountered.
2. The load cell, deflection sensors and other accessories exposed during field testing shall be water resista nt and capable to bear mechanical shock from road impacts during testing and transportation, both.
3. There should be an arrangement in the HWD equipment which practically eliminates the risk of damagin g load plate, sensors, and other accessories due to sudden movement before complete retraction of the measurement units to their original position.
4. There should be a safety system to ensure that the sensors or the electronic parts shall not be exposed t o the dirt and muck and ensures its safety in adverse weather and road conditions.
5. The total warranty of the entire HWD setup shall be of at least 12 months.
6. Operation, Maintenance, Calibration, and Data Analysis manuals in soft copies (PDF) and two number of h ard copies shall be provided.

F) Calibration:

1. It is essential that all the HWD sensors (including load cell, deflection sensors, temperature sensors, dista nce measuring devices) should be calibrated prior to supply.

G) Essential Accessories:

1. Distance measuring equipment (DMI).
2. Pavement and Air Temperature Measurement System (Resolution 0.5 °C, Accuracy 0.5%).
3. Global Positioning System (GPS).
4. Warning Light, Safety Brake, Brake Light.
5. Arrangement for safety lock and water proofing etc.

6. All the necessary tools for routine maintenance and repairs.

H) Training:

The training shall be provided at CSIR-CRRI, New Delhi encompassing the following:

1. The operation and maintenance of the HWD equipment.
2. The software training for data acquisition and analysis on actual data.
3. The basic troubleshooting for connections, sensor fixtures, etc.

Eligibility Criteria:

1. The successful delivery certificate and purchase order received for the HWD equipment from at least one government/research/academic institute should be attached.
2. The manufacturer/supplier should demonstrate their equipment during technical evaluation of the bid, if required through offline/online mode.
3. A detailed comparative assessment sheet while highlighting each of the specification in the product brochure/document shall be attached. If there is any deviation, it should be highlighted clearly with justification, if required.
4. The supplier is required to demonstrate the equipment during Factory Acceptance Test (FAT) to the visiting CRRI team before delivery of the equipment.

Email Id: spo.crri@csir.res.in / sosnp.crri@csir.res.in

Contact No.: 9899247421

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It is mandatory to submit attached ATC forms duly filled.

GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT (GCC)

2.1 Definitions

2.1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.

(c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(d) “Day” means calendar day.

(e) “Completion” means the fulfillment of the Goods and related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) “GCC” means the General Conditions of Contract.

(g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(h) “Related Services” means the services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

(i) “SCC” means the Special Conditions of Contract.

(j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(k) Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(l) The “Council” means the Council of Scientific & Industrial Research (CSIR), re

gistered under the Societies Registration Act, 1860 of the Govt. of India havin g its registered office at 2, Rafi Marg, New Delhi-110001, India.

(m) The “Purchaser” means any of the constituent Laboratory/Institute of the Cou ncil situated at any designated place in India as specified in SCC.

(n) “The final destination,” where applicable, means the place named in the SCC.

2.2 Contract Documents

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all d ocuments forming the Contract (and all parts thereof) are intended to be corre lative, complementary, and mutually explanatory. The Contract Agreement sh all be read as a whole.

2.3 Code of Integrity

2.3.1 Without prejudice to and in addition to the rights of the Purchaser to other p enal provisions as per the bid documents or contract, if the Purchaser comes t o a conclusion that a (prospective) bidder/ supplier, directly or through an age nt, has violated this code of integrity in competing for the contract or in execu ting a contract, the Purchaser may take appropriate measures including one o r more of the following:

a) Cancellation of the relevant contract and recovery of compensation f or loss incurred by the purchaser;

b) Forfeiture or encashment of any other security or bond relating to th e procurement;

c) Recovery of payments including advance payments, if any, made by the Purchaser along with interest thereon at the prevailing rate.

a) Provisions in addition to above:

1) Removal from the list of registered suppliers and banning/deb arment of the bidder from participation in future procurements of the purchaser for a period not less than one year;

2) In case of anti-competitive practices, information for further pr ocessing may be filed under a signature of the Joint Secretary lev el officer, with the Competition Commission of India;

3) Initiation of suitable disciplinary or criminal proceedings again st any individual or staff found responsible.

2.4 Joint Venture, Consortium or Association

2.4.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the pr ovisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The compositio n or the constitution of the joint venture, consortium, or association shall not b e altered without the prior consent of the Purchaser.

2.5 Scope of Supply

2.5.1 The Goods and Related Services to be supplied shall be as specified in Chap ter 4 i.e. Specifications and allied technical details.

2.6 Suppliers' Responsibilities

2.6.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with Scope of Supply Clause of the GCC, and th e Delivery and Completion Schedule, as per GCC Clause relating to delivery an d document.

2.7 Contract price

2.7.1 Prices charged by the Supplier for the Goods supplied and the Related Servic es performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

2.8 Copy Right

2.8.1 The copyright in all drawings, documents, and other materials containing da ta and information furnished to the Purchaser by the Supplier herein shall rem ain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the c opyright in such materials shall remain vested in such third party.

2.9 Application

2.9.1 These General Conditions shall apply to the extent that they are not superse ded by

provisions in other parts of the Contract.

2.10 Standards

2.10.1 The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

2.11 Use of Contract Documents and Information

2.11.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.11.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.12 Patent Indemnity

2.12.1 The Supplier shall, subject to the Purchaser’s compliance with GCC Sub-Clause 2.12.2 Indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in India; and

(b) the sale in any country of the products produced by the Goods.

2.12.2 If any proceedings are brought or any claim is made against the Purchaser, t he Purchaser shall promptly give the Supplier a notice thereof, and the Suppli er may at its own expense and in the Purchaser’s name conduct such proceedi ngs or claim and any negotiations for the settlement of any such proceedings or claim.

2.13 Performance Security

2.13.1 Within 21 days of receipt of the notification of award/ PO, the Supplier shall f urnish performance security in the amount specified in SCC, valid till 60 days after the warranty period.

2.13.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete i ts obligations under the Contract.

2.13.3 The Performance Security shall be denominated in Indian Rupees for the offers received for supplies within India and denominated in the currency of th e contract in the case of offers received for supply from foreign countries or in equivalent Indian Rupees in case the Performance Security is submitted by the Indian Agent.

2.13.4 In the case of imports, the PS may be submitted either by the principal or by the Indian agent and, in the case of purchases from indigenous sources, the P S may be submitted by either the manufacturer or their authorized dealer/bid der.

2.13.5 The Performance security shall be as per ITB

2.13.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the S upplier's performance obligations, including any warranty obligations, unless s pecified otherwise in SCC, without levy of any interest.

2.13.7 In the event of any contract amendment, the supplier shall, within 21 days o f receipt of such amendment, furnish the amendment to the performance sec urity, rendering the same valid for the duration of the contract, as amended fo r further period of 60 days thereafter.

2.13.8 The order confirmation must be received within 14 days. However, the Purc haser has the powers to extend the time frame for submission of order confir mation and submission of Performance Security (PS). Even after extension of t ime, if the order confirmation /PS are not received, the contract shall be cance lled provided that the purchaser, on being satisfied that it is not a case of cart elization and the integrity of the procurement process has been maintained, m ay, for cogent reasons, offer the next successful bidder an opportunity to matc h the financial bid of the first successful bidder, and if the offer is accepted, a ward the contract to the next successful bidder at the price bid of the first suc cessful bidder.

2.14 Inspections and Tests

2.14.1 The inspections & test, training required would be as detailed in Chapter-4 of the Bidding Document relating to Specification and Allied Technical details.

2.15 Packing

2.15.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

2.15.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

2.16 Delivery and Documents

2.16.1 Standard delivery period is 60 days for INR purchase orders and 120 days for import orders (after LC opening for LC payment cases). However, if a different delivery period has been mentioned in the Technical Specifications part or by the bidder in its bid, it shall be applicable provided it has been mentioned in the Purchase Order.

2.16.2 Delivery of the Goods and completion and related services shall be made by the supplier in accordance with the terms specified by the Purchaser in the contract. The details of shipping and/ or other documents to be furnished by the supplier are specified in SCC.

2.16.3 The mode of transportation shall be as specified in SCC. In case the purchaser elects to have the transportation done through Air, then air lifting needs to be done through Air India only. In case Air India does not operate in the Airport of dispatch, then the bidder is free to engage the services of any other Airlines.

2.17 Insurance

2.17.1 Should the purchaser elect to buy on CIF/ CIP basis, the Goods supplied under the Contract shall be fully insured against any loss or damage incidental to

manufacture or acquisition, transportation, storage and delivery in the manner specified in SCC.

2.17.2 Where delivery of the goods is required by the purchaser on CIF or CIP basis the supplier shall arrange and pay for Cargo Insurance, naming the purchaser as beneficiary and initiate & pursue claims till settlement, on the event of any loss or damage.

2.17.3 Where delivery is on FOB or FCA basis, insurance would be the responsibility of the purchaser.

2.17.4 With a view to ensure that claims on insurance companies, if any, are lodged in time, the bidders and /or the Indian agent shall be responsible for follow up with their principals for ascertaining the dispatch details and informing the same to the Purchaser and he shall also liaise with the Purchaser to ascertain the arrival of the consignment after clearance so that immediately thereafter in his presence the consignment could be opened and the insurance claim be lodged, if required, without any loss of time. Any delay on the part of the bidder/Indian Agent would be viewed seriously and he shall be directly responsible for any loss sustained by the purchaser on the event of the delay.

2.18 Transportation

2.18.1 Where the Supplier is required under the Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

2.18.2 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser’s country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

2.18.3 In the case of supplies from within India, where the Supplier is required under the Contract to transport the Goods to a specified destination in India, defined as the Final Destination, transport to such destination, including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and the related costs shall be included in the Contract Price.

2.19 Incidental Services

2.19.1 The supplier may be required to provide any or all of the services, including training, if any, specified in Ch.4

2.20 Spare Parts

2.20.1 The Supplier shall be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) Such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

2.21 Warranty

2.21.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

2.21.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.

2.21.3 Unless otherwise specified in the SCC, the warranty shall remain valid for Twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for Eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

2.21.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

2.21.5 Upon receipt of such notice, the Supplier shall, within a reasonable period of time, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

2.21.6 If having been notified, the Supplier fails to remedy the defect within a reasonable period of time; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

2.21.7 Goods requiring warranty replacements must be replaced on free of cost basis to the purchaser.

2.22 Terms of Payment

2.22.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as specified in the SCC. Due to special nature of some procurement/ projects, fixed type payment terms may have been prescribed in the Technical Specifications part of the bid document. **Adherence to these payment terms will be MANDATORY for the bid to be considered as responsive and therefore eligible for further evaluation failing which it shall be rejected summarily.**

2.22.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to Delivery and document Clause of the GCC and upon fulfillment of other obligations stipulated in the contract.

2.22.3 Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after submission of the invoice or claim by the Supplier. While claiming the payment, the supplier should certify in the bill/invoice that the payment being claimed strictly in terms of the contract and all obligations on the part of the supplier for claiming the payment have been fulfilled as required under the contract.

2.22.4 Payment shall be made in currency as indicated in the contract.

2.23 Change Orders and Contract Amendments

2.23.1 The Purchaser may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

(a) Increase or decrease in the quantity required, exercise of quantity option clause;

(b) Changes in schedule of deliveries and terms of delivery;

(c) The changes in inspection arrangements;

(d) Changes in terms of payments and statutory levies;

(e) Changes due to any other situation not anticipated;

2.23.2 No changes in the price quoted shall be permitted after the purchase order has been issued except on account of statutory variations.

2.23.3 No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.24 Assignment

2.24.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

2.25 Subcontracts

2.25.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the contract.

2.26 Extension of time.

2.26.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

2.26.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

2.26.3 Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to liquidated damages Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

2.27 Liquidated Damages

2.27.1 Subject to GCC Clause on Force Majeure, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services or contract value in case the delivered price of the delayed goods or unperformed services cannot be ascertained from the contract, for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the Percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause on Termination for Default.

2.28 Termination for Default

2.28.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

(a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause on Extension of Time; or

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent or collusive or coercive practices etc as defined in GCC Clause and ITB clause on code of integrity in competing for or in executing the Contract.

2.28.2 In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

(a) The Performance Security is to be forfeited;

(b) The purchaser may procure, upon such terms and in such manner as it deems appropriate, stores similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.

(c) However, the supplier shall continue to perform the contract to the extent not terminated.

2.29 Force Majeure

2.29.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, Liquidated damages and Termination for Default the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.29.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

2.29.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performan

ce not prevented by the Force Majeure event.

2.29.4 If the performance in whole or in part or any obligations under the contract i s prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any fina ncial repercussions on either side.

2.30 Termination for Insolvency

2.30.1 The Purchaser may at any time terminate the Contract by giving written noti ce to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

2.31 Termination for Convenience

2.31.1 The Purchaser, by written notice sent to the Supplier, may terminate the Co ntract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which perfor mance of the Supplier under the Contract is terminated, and the date upon wh ich such termination becomes effective.

2.31.2 The Goods that are complete and ready for shipment within 30 days after th e Supplier's receipt of notice of termination shall be accepted by the Purchase r at the Contract terms and prices. For the remaining Goods, the Purchaser m ay elect:

(a) To have any portion completed and delivered at the Contract terms a nd prices; and/or

(b) To cancel the remainder and pay to the Supplier an agreed amount fo r partially completed Goods and for materials and parts previously proc ured by the Supplier.

2.32 Settlement of Disputes

2.32.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between th em under or in connection with the Contract.

2.32.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Su pplier may give notice to the other party of its intention to commence arbitrati on, as hereinafter provided, as to the matter in dispute, and no arbitration in r espect of this matter may be commenced unless such notice is given. Any dis pute or difference in respect of which a notice of intention to commence arbitr

ation has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Go ods under the Contract.

2.32.3 The dispute settlement mechanism/arbitration proceedings shall be conclud ed as under:

(a) If any dispute or difference arises between the parties hereto as to the co nstruction, interpretation, effect and implication of any provision of this agr eement including the rights or liabilities or any claim or demand of any part y against other or in regard to any other matter under these presents but e xcluding any matters, decisions or determination of which is expressly prov ided for in this Agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators, one each to be appointed by each party and the two Arbitrators shall appoint a third Arbitrator who s hall be the presiding Arbitrator. A reference to the Arbitration under this Cl ause shall be deemed to be submission within the meaning of the Arbitrati on and Conciliation Act, 1996 and the rules framed there under for the tim e being in force. Each party shall bear and pay its own cost of the arbitratio n proceedings unless the Arbitrators otherwise decides in the Award.

2.32.4 The venue of the arbitration shall be the place from where the purchase ord er or contract is issued.

2.32.5 Notwithstanding, any reference to arbitration herein,

(a) The parties shall continue to perform their respective obligations und er the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

2.33 Governing Language

2.33.1 The contract shall be written in English language which shall govern its inter pretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language o nly.

2.34 Applicable Law

2.34.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in S CC.

2.35 Notices

2.35.1 Any notice given by one party to the other pursuant to this contract/order sh

all be sent to the other party in writing or by e-mail or and confirmed in writing to the other party's address specified in the SCC.

2.35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.36 Taxes and Duties

2.36.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

2.36.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture/production.

2.36.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall make its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

2.36.4 **All payments due under the contract shall be paid after deduction of statutory levies (at source) (like IT, etc.) wherever applicable.**

2.36.5 **Customs Duty** – If the supply is from abroad this Institute is permitted to import goods as per notification No.51/96 – Customs and pay a concessional duty up to 5% as per notification 24/2002 – Customs on all imports.

2.37 Right to use Defective Goods

2.37.1 If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

2.38 Protection against Damage

2.38.1 The system shall not be prone to damage during power failures and trip outs. The normal voltage and frequency conditions available at site as under:

(a) Voltage 230 volts – Single phase/ 415 V 3 phase (+_ 10%)(b) Frequency 50 Hz.

2.39 Site preparation and installation

2.39.1 The Purchaser is solely responsible for the construction of the equipment sites in compliance with the technical and environmental specifications defined by the Supplier. The Purchaser will designate the installation sites before the scheduled installation date to allow the Supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Equipment, if required. The supplier shall inform the purchaser about the site preparation, if any, needed for installation, of the goods at the purchaser's site immediately after notification of award/contract. Unless otherwise specified anywhere else in this Tender Document, the Supplier has to complete the Installation/Commissioning within one (1) months from the date of arrival of the equipment in the Institute.

2.40 Import and Export Licenses

2.40.1 If the ordered materials are covered under restricted category of EXIM policy in India the Vendor / Agent may intimate such information for obtaining necessary, license in India.

2.40.2 If the ordered equipment is subject to Vendor procuring an export license from the designated government agency / country from where the goods are shipped / sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the time period within which the license will be granted in normal course.

2.41 Risk Purchase Clause

2.41.1 If the supplier fails to deliver the goods within the maximum delivery period specified in the contract or Purchase Order, the purchaser may procure, upon such terms and in such a manner as it deems appropriate, Goods or Services similar to those undelivered and the Supplier shall be liable to the purchaser for any excess costs incurred for such similar goods or services.

2.42 Option Clause

2.42.1 The Purchaser reserves the right to increase or decrease the quantity of the required goods up to 25% (Twenty-Five) per cent at any time, till final delivery date (or the extended delivery date of the contract), by giving reasonable notice even though the quantity ordered initially has been supplied in full before the last date of the delivery period (or the extended delivery period)

2.43 Order Acceptance

2.44.1 The successful bidder should submit Order acceptance within 14 days from the date of issue of order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 1

.15.9 of ITB.

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3. Buyer uploaded ATC document Click here to view the file.

Disclaimer

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

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

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

*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