

**TERMS AND CONDITIONS FOR SUPPLY OF RACK SERVERS VIDE BIDDING ON GeM**  
<https://gem.gov.in> FOR BIDD RAISED ON 03/01/2018

**I GENERAL:**

1. Bid should be submitted online only on Govt. of India e-Marketing web site <https://gem.gov.in> by the Original Equipment Manufacturer (OEM) / Authorized Sales Representative / Dealer only. In case of dealer or Authorized sales representative they will have to produce MAF from OEM.
2. Quotations should be typed clearly and free from over-writing, erasures, corrections etc. & additions if any must be uploaded separately.
3. **Bid should be submitted online only on the web site <https://gem.gov.in>** the documents of proof of being reputed original developer and containing technical bids, catalogue, inspection / test report formats, commercial and price bid. The price bids of the parties whose bids, which are technically meeting the requirements of the IGTR will be opened separately. The bidders whose offers meet the technical requirements of the IGTR shall be communicated about the opening of price bids.
4. **OEM must be in top 3 IDC report for Asia Specific Q2 2017 for Commercial category Desktops, MAF should be Submitted with GeM bid reference number, Energy star 6.1, EPEAT India register, Datasheet of all product should be available at OEM website.**
5. Original Hardware Equipment Developer / Manufacturer / Authorized Sales Representative / Dealer should provide following information about establishment of after sales and services network in India along with the document, Such as a. No of Branches
  - b. No of Employees / Service Engineers
  - c. List of Customers
  - d. No of Years association with present service partner.
  - e. **Last year Income Tax Returns**
  - f. **Present financial year last quarter Income Tax Paid Receipt.**
  - g. Copy of legal requirements like, GST/PAN/TIN/TAN/SAC Registration (as applicable Products HSN/SAC Code)
  - h. OEM should have ISO 9001:2015 Certification.
  - i. Only OEM / Authorized Dealers / Sales Representatives should submit the quote.
6. **The Bid should submitted online <https://gem.gov.in> on or before prescribed date & specified time in the prescribed formats Bid will be opened on prescribed date & specified time in the Conference Hall of Indo-German Tool Room, Aurangabad.**
7. Indo German Tool Room does not bind itself to accept the lowest or any Bids but reserves to itself the right to accept full or part of any Bids at its discretion.
8. Rate shall be valid for a period of 90 days from the date of opening of Bids. The rates should be quoted both in figures and words.
9. The rates quoted shall be for free door delivery at the premises of the IGTR. For outstation parties, the supplies must be for door delivery at the premises of the IGTR, Aurangabad duly FREIGHT PAID. In case of foreign offers received against advertisement the prices should be clearly quoted on CIF Aurangabad (M.S.) India, separately inclusive SEA worthy packing and inclusive of all charges CIF.
10. The Bid must indicate HSN Number and Rate of GST applicable.
11. Delivery Challan along with GST Invoice is required to be furnished to IGTR at the time of Supply with GST Applicable at the time of supply.
12. **GST / PAN / HSN / SAC No. / Code should be mentioned clearly on the Quotation, Bill / Invoice.**
13. Transit Insurance will be arranged by the concerned supplier.
14. No enhancement of rate for whatever cause will be allowed once the quotation is accepted. Withdrawal of the quotation or failure to make the supply within the scheduled period will entail cancellation of the order.
15. IGTR reserves right to reject the Hardware Equipment if found not as per specifications and in case of rejections, Supplier must make the arrangement to replace the same with correct version at the premises of IGTR immediately within a period of 15 days. The party shall bear all costs and expenses involved in such an event.
16. All disputes arising out of the contract shall be subject to AURANGABAD, (M.S.) India jurisdiction only.
17. All the matters concerned to and not covered herein above, the decision of Managing Director, IGTR, Aurangabad, (M.S.) India shall be final and binding on the parties.

**II SPECIFICATIONS:**

1. Essential specifications are not negotiable and should conform to those given in the booklet. Quotations not conforming to one or more essential specification (s) will not be considered.
2. Specifications of the Hardware Equipment quoted should be listed in the Bid documents and catalogues should be supplied separately.

**III INSPECTION:**

1. IGTR reserves the option of inspecting the Hardware Equipment goods at original developers at supplier's works prior to Dispatch by our own representative or by third party appointed by us. However, the supplier should furnish the inspection report of the Hardware Equipment prior to inspection by IGTR representative. Supplier shall provide all facilities for carrying out the inspection. The final inspection however will be carried at our works at IGTR, Aurangabad.

**IV GUARANTEE:**

1. The supplier shall furnish guarantee in respect of Hardware Equipment Operation / Performance for a period of 36 months from the date of Installation and commissioning.
2. The supplier shall also provide free after Sales Service and free replacement of defective Modules during the Guarantee period

**V DELIVERY:**

1. Delivery of the Hardware Equipment will have to be made to at the place & address as below: - **The Managing Director, Indo German Tool Room, P-31, MIDC Chikalthana, Aurangabad, (M.S.) India. PIN - 431 006**
2. Supplies shall be securely protected and the goods packed appropriately against loss, damage etc. Marketing and consignee details shall be mentioned clearly as per the Purchase Order.
3. **Delivery period of Hardware Equipment should not exceed One month from the date of placement of Purchase Order and delivery to be made to any IGTR Centre as per the delivery destination mentioned in Purchase Order.**
4. **A penal charge @ ½% of the Bid value will be levied for delay of every 15 Calendar days beyond the agreed delivery period or part there of subject to maximum 5%.**
5. IGTR reserves the right to cancel the order or a part thereof in case of delay beyond two months.
6. The goods shall be dispatched only through reputed transporters having all India Permit on Door Delivery basis.

**VI. INSTALLATION & COMMISSIONING:**

1. Installation & commissioning of the Hardware Equipment will be the sole responsibility of the supplier at their cost and necessary arrangement for installation of Hardware Equipment should be made available.
2. **Installation and Commissioning shall be made at the desired delivery destination at any IGTR Centre.**

**VII. PAYMENT:**

1. **Payment as per norms.**

**VIII. TRAINING:**

1. Supplier will provide training to the application engineers of IGTR Aurangabad at IGTR Aurangabad on the Hardware Equipment supplied if required for a particular item.

**IX. ARBITRATION:**

1. In the event of any dispute or difference arising under these terms and conditions of contract, the same shall be referred to the **Managing Director, Indo-German Tool, Aurangabad or any other officer nominated by him who will be the sole arbitrator.** The awarded of the arbitrator shall be final and binding on the parties of this contract. The venue of the arbitration in all cases shall be Aurangabad (MS).
2. All suit/ claims in respect of this contract shall be in the court of Aurangabad (MS).

**The above terms and conditions are accepted**