

Bid Number: GEM/2020/B/712260

Dated: 15-07-2020

Bid Document

id Details
25-07-2020 20:00:00
25-07-2020 20:30:00
90 (Days)
30 (Days)
Ministry Of Defence
Department Of Defence
Indian Air Force

100
Wilfit Spares
No
No
No
No

EMD Detail

Required	No

ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

Wilfit Spares (100 pieces)

Technical Specifications

* As per GeM Category Specification

Specification	Specification Name	Values	Bid Requirement (Allowed Values)
Specification	OEM Part Number	1314341460	*
	Wilfit Part Number	WF116TM03028	*
	Description	OIL COOLER	*
	DGQA (Defence) Registration/Capacity Verification	Yes	*
	Certificate will be produced to buyer on demand	Yes	*
	The vendor supplying Wilfit Spares must produce certificate of Inspection by DGQA at the time of delivery of consignment	Yes	*
	Free Replacement Warranty	Yes	*

^{*} Specifications highlighted in bold are the Golden Parameters.

Additional Specification Documents

Consignees/Reporting Officer and Quantity

[Consignee/Reporti ng Officer	Address	Quantity	Delivery Days
	1	*****	********BAREILLY	100	30

Special terms and conditions for category Wilfit Spares

1.1. Firms to be enlisted on GeM for supply of spares must be DGQA registered. Appropriate certification to effect must be uploaded by firm at the time of offering of product on GeM to guarantee quality of spares being supplied.\n2. Cat part no. of spares offered by vendor on GeM needs to be corroborated with cat part number of the latest catalogue of the OEM for the said equipment.\n3. 10% PBG of correct value will be given by successful bidder as per terms of GeM.\n4. Price on GeM are on free delivery basis, inclusive of all taxes and freight charges.

Bid Specific Additional Terms and Conditions

1. Warranty The following Warranty clause will form part of the contract placed on successful

^{*} Bidders may note that In respect of non-golden Parameters, the specifications 'Values' chosen by Buyer will generally be preferred over 'Bid requirement (allowed Values) by the Buyer.

Bidder:-

- (a) The Seller warrants that the goods supplied under the contract conform to Defence Food Specification prescribed and shall perform according to the said Defence Food Specification in any climate and under all conditions of storage and movement in India (the warranty period of the item is as given in the Defence Food Specification attached from the date of acceptance of stores).
- (b) The Seller warrants for a period of warranty as prescribed (the warranty period of the item is as given in the Defence Food Specification attached) from the date of acceptance of stores, that the goods/ stores supplied under the contract shall be free from all types of defects.
- (c) Once the stocks are accepted by the verdict of CFL/ FIU, stocks are dispatched to various depots and stocked/issued to troops for consumption. This does not mean that the responsibility of supplier is over. At any point of time, the DGST or his authorised representative (s) may draw samples from the stocks supplied from locations where they are held at that point of time to confirm that the stocks supplied by the supplier are meeting the concerned DFS. Prior to drawl of such samples, the supplier will be intimated by the fastest means by the supply depot where the stocks are held to make available the authorised representative of the supplier within three working days in whose presence the sample will be drawn. Failing which, the sample will be drawn unilaterally and the decision on the same will be final and no representation in this regard will be accepted later.
- (d) If within the period of warranty, after analysis of the samples drawn as per Para (c) above, the goods are reported by the Buyer to have failed to meet the quality parameters as per the Defence Food Specifications, the stock will be declared as "Failed to Perform within Warranty Period". In the event of the supplies or part of it having been declared (during the period of warranty) as "Failed to Perform within Warranty Period" by the Director General of Supplies and Transport, QMG's Branch, IHQ of MoD (Army), in New Delhi or any officer acting on his behalf whose opinion as to whether or not the particular consignment is meeting the quality as per DFS for the item, will be final and the seller will avail any one options as specified in the succeeding paras within a maximum period of 45 days from the date the notification letter is dispatched for such defect by the buyer, failing which, the buyer will take actions as deemed fit to recover from the supplier the price thereof together with all incidental and freight charges incurred from the place of delivery to the place where the supplies were ultimately condemned. The opinion of the BUYER or any officer acting on his behalf in regard to these charges will be final. This opinion shall be regarded as having been made without committing Govt in any way nor will such decision prejudice the Govt rights. (e) Claims shall be prepared by the supply depots for the cost of affected quantity including GST and all incidental charges including transportation charges if any, and other incidental charges if any through CDP (APO). The stocks shall be segregated at the supply depot. The supplier is given two options in this eventuality. Option 1- Supplierwill make good the loss amounting the claim prepared by the concerned supply depot by depositing the money to PCDA (Delhi) within 30 days of intimation sent by APO to the supplier and supplier shall lift the stock (only once supplier has made the payment to PCDA(Delhi)) from locations where they are stored at that time within 45 days of date of issue letter by APO (with copy to all) on his own cost, failing which the stock shall be destroyed by a board of officers. It shall be the sole responsibility of the supplier to lift such stocks declared failed to perform within warranty in the stipulated time. Option 2- the Seller shall replace the same free of charge, within a maximum period of 45 days from the date the notification letter is dispatched for such defect by the buyer, failing which the stores will be destroyed in situ at SELLER's risk and cost by a station board of officers. No DP extensions for the purpose is required and consequently the firm will have to furnish a fresh validity of PBG submitted, at APO. The fresh stock intended to replace with the affected stock, will undergo similar QC procedure as followed during initial acceptance of the stocks. The supplier will transport fit stocks to the
- (f) The seller will intimate the buyer within 10 days of intimation dispatched by APO wrt the defect in such an event, the option he is willing to adopt along with the documents as under $\frac{1}{2}$

supply depot where the affected stocks are held by his own cost and expense.

(i) If the seller is willing for option 1, the intimation letter will also accompany the proof of

the deposition of the claimable amount at PCDA Delhi.

- (ii) If the seller is willing for option 2, the intimation letter will include the extension of the PBG for a corresponding period as per the warranty period mentioned in the DFS.
- (g) In case, the seller fails to make good the loss or replace the affected stocks as desired, after the stipulated time period of 45 days, such stocks will be destroyed insitu. Appropriate legal action will be initiated against the supplier there after. Supplier cannot claim on the destruction of such stocks irrespective of the outcome of the legal action.
- (h) Such stocks which are stored in forward depots/ units from where it cannot be retrieved for handing over to suppliers shall be destroyed by board of officers.
- (j) The declaration by the Buyer or any officer acting on his behalf communicated to the SUPPLIER in writing that a particular consignment has been condemned will be taken by the SUPPLIER as the conclusive evidence of the proper communication of that consignment provided that such communication is issued by the Buyer within 45 days of the expiry of the warranty period. Nothing herein contain shall prejudice any other right of the BUYER in that behalf under this contract or otherwise.
- (k) Warranty in case of any preponement of supplies at the request of the supplier will be valid as per the original Delivery Period. A confirmation for the same will be issued in writing by the supplier.
- (I) The Supplier will have to refund to the government any claim under the warranty clause and other claim(s) that may arise out or under this agreement as soon as a demand to that effect is made by the Buyer failing which such claims will be recovered by adjustment against the performance security deposits. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay the remaining balance due to the government on demand. In respect of contracts providing for an execution by the Supplier of guarantee regarding maintenance of the wholesomeness of stores supplied, the performance security deposit or such portion thereof as may be decided by the Buyer may be withheld till the expiry of the warranty period relating to final supplies.
- 2. Scope of supply (Bid price to include all cost components): Only supply of Goods
- 3. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
- 4. Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid

This Bid is also governed by the General Terms and Conditions

---Thank You---