

### Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	05-08-2022 21:00:00
<b>Bid Opening Date/Time</b>	05-08-2022 21:30:00
<b>Bid Offer Validity (From End Date)</b>	75 (Days)
<b>Ministry/State Name</b>	Ministry Of Science And Technology
<b>Department Name</b>	Department Of Biotechnology (dbt) Government Of India
<b>Organisation Name</b>	National Institute Of Animal Biotechnology (niab) Hyderabad Andhra Pradesh
<b>Office Name</b>	Main Office Telangan State South
<b>Total Quantity</b>	4
<b>Item Category</b>	Network storage , Hard drive
<b>BOQ Title</b>	Supply installation of items as per Bid Terms NETWORK ATTACHED STORAGE NAS
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	3 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)</b>	13 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Past Performance</b>	70 %
<b>Bid to RA enabled</b>	No
<b>Primary product category</b>	Network storage
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Estimated Bid Value</b>	654896
<b>Evaluation Method</b>	Total value wise evaluation

**EMD Detail**

Required	No
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**ePBG Detail**

Advisory Bank	PUNJAB NATIONAL BANK
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	62

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

MANAGER (STORES&PURCHASE)

Main Office Telangan State South, Department of Biotechnology (DBT) Government of India, National Institute of Animal Biotechnology (NIAB) Hyderabad Andhra Pradesh, Ministry of Science and Technology (Santosh Namdeo)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	Yes
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**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of

primary product having highest value should meet this criterion.

5. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

6. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 70% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

## Network Storage

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)**

Brand Type	Unbranded
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## Technical Specifications

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Santosh Namdeo	500032,National Institute of Animal Biotechnology (NIAB), Opp. Journalist Colony, Near Gowlidoddy,Extended Q City Road, Gachibowli, Hyderabad, Telangana, India PIN: 500 032	1	45

#### Hard Drive

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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#### Technical Specifications

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Santosh Namdeo	500032,National Institute of Animal Biotechnology (NIAB), Opp. Journalist Colony, Near Gowlidoddy,Extended Q City Road, Gachibowli, Hyderabad, Telangana, India PIN: 500 032	3	45

## Buyer Added Bid Specific Terms and Conditions

### 1. **Generic**

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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### 2. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

### 3. **Turnover**

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

### 4. **OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

### 5. **Service & Support**

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.

### 6. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

### 7. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

### 8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

- A. Based on user requirement specification /BOQ has been prepared. This is to help Bidders to understand technical specification requirements by end user and offer the suitable product as per end user requirement. Bidder must offer a product with equivalent/better specification than actual specification required as per given specification. Bidders must submit a complete Technical Brochure of product offered. On-Submission of the Technical Brochure & specification mismatch/deviation in offered product will result in rejection of your Bid. Please submit all supporting documents showing bid technical compliance. Please Check Bid ATC to understand all requirements as per this Bid. Bidder to check BID-ATC & quote product equivalent/better specification in compliance with actual specification with all other requirements mentioned in this Bid ATC failing which your bid will be rejected. (Please check Buyer Added

Bid Specific Additional Terms and Conditions of this Bid document for further information)

- B. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
- C. Bidder must upload the document of Total Scope of supply (without Price) Item wise list with Cat Number, Item Name, A/U, Qty etc (Quotation/Technical Bid/BOQ but without mentioning price) giving details of all items to be supplied as per BID ATC requirement failing which your bid will be rejected. Do not mention price of any items on any of these documents of scope of supply otherwise your bid will be rejected. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, other accessories & requirement mentioned in this Bid ATC/Specification must be part of supply and cost should be included in bid price submitted on Gem.
- D. It has been noticed that few bidders simply copy paste technical compliance points from Bid documents and make their technical brochure and submit compliance statements. It has been observed such firms in case they become L-1 then supply the material which is not matching with specification or ask for modification request after delivery and try to make fit near specification which not only creates a dispute but also a time /research ingredients are wasted due to substandard quality of supplied product. NIAB has viewed this issue/cases very seriously. Therefore, it is strongly stated that the vendor must supply the equipment matching exactly with specification as asked in Bid documents and no further modification will be allowed once the item is received at NIAB. If the item supplied is not matching with specification, It will be rejected immediately, Po will be cancelled, and the Bidder/OEM will be Blacklisted for a period of Three Years from date of rejection from further participation of any of NIAB Bid. Bidders must give their compliance for this point failing which your bid will be rejected.
- E. Eligibility: (a) The Bidder must be a Manufacturer or its authorized Agent. (b) The Manufacturer should have supplied in last Five years from the date of Bid Opening, at least 3 users (Government funded institute /Private institute) of the similar item(s) performing similar function which has been meeting major specification parameters which is functioning satisfactorily anywhere. Bidder shall furnish Satisfactory Performance Certificate in respect of above. Bidder to submit at least 03 PO copies/installation certificate of same/similar item quoted against this Bid. The PO copies can be on Bidder name or OEM name or any authorised supplier by OEM. This is to ensure that this item has been used by at least 3 users anywhere in India. Bidder must submit Authorisation certificate by Manufacturer (OEM) of the item quoted.
- F. Scope of supply includes Training: Number of employees to be trained 2 , Place for Training NIAB HYDERABAD and Duration of training 2 days.
- G. Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
- H. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
- I. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection

- J. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
- K. Nominated Inspection Agency: Pre dispatch - By Bidder or By OEM at factory site & Post Receipt Inspection at consignee site before acceptance of stores: Post-Receipt Inspection -By NIAB inspection Committee/Technical Officer & End User/concerned authorities.
- L. If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights and remedies available to the purchaser/consignee under the contract, deduct from the contract price, as liquidity damages, calculated individually on each delayed performance of the contract including delivery, installation, non-submission of documents, etc. a sum equivalent to 0.5% per week of delay or part thereof until actual delivery or performance subject to a maximum of 10% Or As Applicable As Per Current Rule of the contract price . Once the maximum is reached purchaser may consider termination of the contract. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the Supplier.
- M. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if: i) The Seller fails to comply with any material term of the Contract. ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent. iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly. iv) The Seller becomes bankrupt or goes into liquidation. v) The Seller makes a general assignment for the benefit of creditors. vi) A receiver is appointed for any substantial property owned by the Seller. vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller
- N. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer. 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer. 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
- O. Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- P. Packing: (i) 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 (ii)The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement agency. Supply, Unloading and shifting of instrument/items to earmarked location, installation, testing will be in bidder's scope. The Bid price should

be quoted including all. The transit insurance is in Bidders Scope.

- Q. Payment: - There is no advance payment provision for this BID. Our rules do not permit any advance payment either direct or through a bank. However, payment of your bill will be made after receipt of the articles in good

condition & successful installation by way of Wire Transfer as per PO Order Terms & conditions. Payment will be made after complete supply and installation, testing, inspection and acceptance of competent authorities.

- R. **GST :- BIDDERS MUST QUOTE CORRECT APPLICABLE GST RATES / CUSTOM BONDED WAREHOUSE PRICE (IF ANY) / DUTY FREE / CONCESSIONAL DUTY OR AS APPLICABLE AS PER GOI RULES/NOTIFICATION AS AMENDED FROM TIME TO TIME. QUOTING CORRECT RATE OF GST IS ENTIRELY BIDDERS RESPONSIBILITY. NIAB IS NOT LIABLE IN ANY WAYS FOR ANY ERROR IN GST RATE FROM SELLER.** National Institute of Animal Biotechnology is registered with the Department of Scientific and Industrial Research (DSIR) Vide Reg. No. TUN/RG-CDE (1175)/2020 dt 28-08-2020 valid up to 31.08.2025.

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- S. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

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- T. The bidding cost must include the cost of Total warranty & AMC as required/ mentioned in Bid ATC. Please check BID ATC for **Warranty & AMC requirement** Unless specified in ATC , standard warranty to be provided is 01 year from date of complete supply and installation.

- U. This BID requires compliance with OM No F.No.6/18/2019-PPD dated 23rd/24th July 2020 (Public Procurement 1, 2 and 3) issued by Ministry of Finance, Department of Expenditure, Public Procurement Division and any further change / Amendment w.r.t this OM regarding **Eligibility of bidders from specified countries & Public Procurement** (Preference to Make in India) Order 2017” (PPP-MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised by No. P-45021/2/2017-PP (BE-II) dated 16th September 2020 and any further change / Amendment w.r.t this OM regarding To encourage 'Make in India' and promote manufacturing and production of goods and services in India. Bidders to submit all relevant information available with them in this regard for this BID. The competent authority reserves the right to ask all relevant, supporting documents from bidder at any stage of this process & BID will be rejected in case of failure to submit the required documents within stipulated time for compliance with any of Provision of GFR / Any applicable latest law / Rule issued by GOI applicable to NIAB. The decision of the competent authority of NIAB will be treated as final in this regard/ Dispute if any.

- V. 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 Hyderabad.

- W. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
- Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
  - Execution certificate by client with order value.
  - Any other document in support of order execution like Third Party Inspection release note, etc.



- X. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any. Submit Technical Brochure, Product Catalogue for checking Specification Compliance, Item wise BOQ/Quotation WITHOUT PRICE, List of 03 installations/PO copies, OEM Authorization, ISO/CE/BIS/ISI/Other certification (if any). Bidder must offer product with equivalent/better specification than specification given as per this BID.
- Y. Class (I) & Class (II) bidders can participate in this Bid. Bidder to submit Local Content certificate in accordance with DPIIT - Public Procurement Section OM No. P-45021/2/2017-PP (BE-II) dated 16th September 2020. This Local Content Certificate is not applicable for the items where **relaxation for Global Tender Enquiry has been provided as per DPIIT - Public Procurement Section OM No. No.F.4/1/2021-PPD dated 6 th Jan 2022, OM No. No.F.4/1/2021-PPD (pt) dated 21/06/2022 and further applicable latest law / Rule issued by GOI applicable in this regard.** Non Local Suppliers bids will not be considered **except** those cases where GTE permission form competent authorities is obtained by buyer institute and mentioned in Bid document or item under procurement is covered in list of items for which relaxation of GTE is permitted against OM mentioned above. ***(If the total cost of items to be supplied or estimated cost of the item under procurement as per this Bid is less than Rs 5 lakh then Bidders are exempted from providing local content certificate certificate.)***
- Z. Every care has been taken to ensure that the contents of this DOCUMENT/BID ATC are accurate and updated/ in compliance with latest rules, in case of any conflict between the provisions stipulated in this document and in GFR 2017 / The prevailing laws by GOI, Competent authority of NIAB will follow the latest rules /laws /Amendment applicable to NIAB issued by GOI.
- AA. **PERFORMANCE SECURITY 3% OF TOTAL VALUE OF THE CONTRACT IS APPLICABLE FOR THIS BID.** Performance Security can be submitted in the form of DD / FDR / Bank guarantee (BG) issued/confirmed from any of the commercial banks in India as per NIAB format/ in an acceptable form, safeguarding the NIAB interest in all respects. Performance Security is to be furnished by Bidder within 30 days after award of contract / Date of installation after complete supply. **Contract Payment will be made only after receipt of Performance Security.** PS/PBG should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. The Performance Security will be forfeited and credited to the Buyer's account in the event of a breach of contract by the Bidder. It will be refunded to the bidder without interest, after completion of the contract in all respects including the warranty under the contract.

***Please read whole Bid Document & all Terms and conditions carefully and submit your Bid with all required documents. Non-compliance to Bid Terms/ Non submission of required documents will result in rejection of your Bid.***

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---Thank You---**