

NAME OF THE WORK: Supply, Installation and Commissioning of Required Item

Buyer Added Bid Specific Terms & Conditions

1. All Bid documents can be downloaded free from the GEM Portal.
2. All bids should be submitted online through the GEM Portal.
3. No conditional offer/ quotation will be accepted. Quotations with errors will be rejected. No variation in the terms and conditions of the tender including major deviation from standards/ specifications/terms of supply will be accepted.
4. Tenderer may seek clarification on the tender through “Create Representation” Tab available on Gem Portal within the stipulated time. The Tender Committee shall evaluate and comment on the representation, if required, may publish corrigendum. No other form of Communication will be entertained.
5. Any addendum/corrigendum issued shall be part of the bidding document and shall be communicated to all the bidders via the Gem portal. The Purchaser shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to check/verify the Gem portal for the latest information related to this bid.
6. The quoted rates will be valid for six months from the date of opening the technical bid. Rates once quoted will be final and will not be allowed to be increased during the validity period under any circumstances and for any reason whatsoever.
7. GST, Service Tax or any other tax on material in respect of this contract shall be payable by the Seller and the buyer, will not entertain any claim whatsoever in this respect.
8. OEM must be registered in India past 15 years or more and in continuously manufacturing and selling the same product line
9. Bidder must be in Business of the same for minimum 10 Years in Operation.
10. Bidder must furnish Proof for supplying similar items in Assam for at least 10 years.
11. Both Bidder & OEM must not be undergoing blacklisting / holiday listing as on the date. Notarized Self-Declaration by the bidder to be uploaded with bid. OEM Declaration must be furnished by the Company Secretary.
12. The bidder should have the local Sales and Service office for at least 3 years. Documentary must be furnished.
13. Bidder must upload all documents, viz, Firm / Company Registration Certificate, Trade License, GST Certificate, PAN Card, MSME, proving registered office in Assam, India.
14. Bidder’s ITR Balance Sheet, Trading and P&L Account and CA Certified with UDIN Turnover Certificate for immediate previous 3 Financial Years need to be uploaded by bidder; effective from 2020-21.
15. **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.
16. **Product Datasheet is mandatory:** Submission of required Brochure of the quoted product by bidder is mandatory to check and verify the product specification. The bid will be rejected if the required Product Specific Product Datasheet / Brochure is not submitted by the bidder. Also if there is any material discrepancy in Product Datasheet vis-à-vis Technical Specification Requirement, then the offer shall be summarily rejected.
17. **Technical Compliance vis-à-vis Required Specification**, i.e, line wise offered specification, on OEM Letterhead fulfilling of all requirements signed by anybody in the rank of Director / Vice president / Company Secretary of the OEM with details such as name, designation, address, e-mail Id and Phone No. The same shall be verified with OEM and any material departure in offering shall render the submission disqualified
18. OEM Online URL for - product datasheet, Product Genuineness verification, Warranty Verification, Product Drivers Download, should be part of bid submission and OEM confirmation that this URL shall not be tampered post bid submission.
19. OEM / 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. OEM Undertaking on the same to be part of the bid.
20. OEM Declaration on their letterhead that no refurbished component will be used in the quoted products.
21. The OEM should have the Local Service office in Arunachal Pradesh /Assam, India for at least 3 years. Documentary Evidence must be furnished.

22. Dedicated /toll Free Telephone No. for Service Support: OEM must have Dedicated/toll Free Telephone No. for Service Support. Service Escalation Matrix must be part of Bid Submission.
23. OEM must be listed in in Top 3 in latest IDC report
24. Malicious Code Certificate signed by the OEM and the Bidder: The seller should upload following certificate in the bid:
 - (a) *This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:*
 - (i) *Inhibit the desires and designed function of the equipment.*
 - (ii) *Cause physical damage to the user equipment during the exploitation.*
 - (iii) *Tap information resident or transient in the equipment/network.*
 - (b) *The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.*
25. **Manufacturer Authorization Form (MAF):** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate signed by anybody below the rank of Director / Vice president / Company Secretary of the OEM with details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid. The Certificate shall be verified with the OEM. Any bidder found submitting bid without valid OEM Authorization shall be summarily rejected.
26. The acceptance of tender will rest with the Tender Committee, which does not bind itself to accept the lowest or any tenders and reserves to itself the right to reject any or all the tenders received without assigning any reason/s thereof.
27. Warranty period of the supplied products shall be 3 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.
28. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.
29. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
30. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid. All the cost of installation, transportation, electrical, Tools, Cables or civil work should be included in the price, no additional cost for the same will be borne by the buyer.
31. The Bidder has to obtain Site Visit Certificate from the buyer to be eligible to participate in the tender and sample of each item approval is also to be shown and same approval has also to be taken.
32. The acceptance of tender will rest with the Tender Committee, which does not bind itself to accept the lowest or any tenders and reserves to itself the right to reject any or all the tenders received without assigning any reason/s thereof.
33. Bidders are required to comply and all the above terms & Conditions and carefully upload documents as listed above. Failure to upload the document by bidder shall render their submission as disqualified. Later on any document submitted as representation shall not be entertained
34. **Scope of supply (Bid price to include all cost components):** Supply Installation Testing and Commissioning of Goods at following address: **Indian Army, C/O 99 APO**
35. Sample of each item has to be shown on ground with approval to be taken.

