



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3951583 Dated/दिनांक : 18-09-2023

# Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |   |
|--|---|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 03-10-2023 11:00:00   |
| Bid Opening Date/Time/बिंड खुलने की<br>तारीख/समय   | 03-10-2023 11:30:00   |
| Bid Offer Validity (From End Date)/बिड पेशकश<br>वैधता (बंद होने की तारीख से)   | 180 (Days)  |
| Ministry/State Name/मंत्रालय/राज्य का नाम  | Ministry Of Education   |
| Department Name/विभाग का नाम   | Department Of Higher Education  |
| Organisation Name/संगठन का नाम   | Indian Institute Of Technology (iit)  |
| Office Name/कार्यालय का नाम  | Bhubaneswar   |
| Total Quantity/कुल मात्रा  | 1   |
| ltem Category/मद केटेगरी   | Unmanned Aerial Vehicle & Payload Systems for Surveillance (Q2)   |
| Years of Past Experience Required for<br>same/similar service/उन्हीं/समान सेवाओं के लिए<br>अपेक्षित विगत अनुभव के वर्ष                 | 1 Year (s)  |
| MSE Exemption for Years Of<br>Experience/अनुभव के वर्षों से एमएसई छूट/   | Yes   |
| Startup Exemption for Years Of<br>Experience/अनुभव के वर्षों से स्टार्टअप छूट/   | Yes   |
| Document required from seller/विक्रेता से मांगे<br>गए दस्तावेज़  | Experience Criteria, Past Performance, Certificate (Requested in ATC), OEM Authorization Certificate, Additional Doc 1 (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 |
| Past Performance/विगत प्रदर्शन   | 80 %  |
| Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया  | No  |
| Type of Bid/बिंड का प्रकार   | Two Packet Bid  |
| Time allowed for Technical Clarifications<br>during technical evaluation/तकनीकी मूल्यांकन के<br>दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days  |

| Bid Details/बिड विवरण   |                             |
|---|-----------------------------|
| Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No                          |
| Evaluation Method/मूल्यांकन पद्धति  | Total value wise evaluation |

#### EMD Detail/ईएमडी विवरण

| Required/आवश्यकता | No |
|-------------------|----|
|-------------------|----|

#### ePBG Detail/ईपीबीजी विवरण

| Advisory Bank/एडवाइजरी बैंक   | State Bank of India |
|---|---------------------|
| ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)                                  | 10.00               |
| Duration of ePBG required (Months)/ईपीबीजी की<br>अपेक्षित अवधि (महीने). | 38                  |

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी:

Registrar IIT Bhubaneswar

Bhubaneswar, Department of Higher Education, Indian Institute of Technology (IIT), Ministry of Education (Registrar lit Bhubaneswar)

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

### MII Purchase Preference/एमआईआई खरीद वरीयता

| MII Purchase Preference/एमआईआई खरीद वरीयता | Yes |
|--|-----|
|--|-----|

#### MSE Purchase Preference/एमएसई खरीद वरीयता

| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes |
|---|-----|

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" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. 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. 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.
- 4. 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 .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.
- OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
- 5. 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. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% 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.

# **Unmanned Aerial Vehicle & Payload Systems For Surveillance (1 pieces)**

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

\* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार

|   | Specification | Specification Name/विशिष्टि का<br>नाम | Bid Requirement/बिंड के लिए आवश्यक (Allowed<br>Values)/अनुमत मूल्य |
|---|---------------|---------------------------------------|--|
| - |               |                                       |  |

| Specification  | Specification Name/विशिष्टि का<br>नाम   | Bid Requirement/बिंड के लिए आवश्यक (Allowed<br>Values)/अनुमत मूल्य   |  |
|--|---|--|--|
| Application and Construction                               | Intended Application  | Use of Unmanned Aerial Vehicles (UAV) for Surveillance to capture still images and video to gain intelligence and gather information about specific targets, which might be individuals, groups or environments. The areas of intended application may include Industrial Security, Law Enforcement and First Response, Crowd Monitoring, Traffic Monitoring, Disaster Response, Emergency Response, Threat Response and Security, Surveying/Mapping, Aerial Inspection etc. |  |
|  | Major construction / components of the Unmanned Aerial Vehicle & Payload Systems Industrial & Commercial Application ( Inclusive in the scope of supply ) | UAV Bird(Drone), Ground Control Station & Monitoring Software (controller), Payload system as per intented application, Application Software to control the payload operation  |  |
| UAV Bird -<br>Performance and<br>features                  | Flight Time at Full Payload (<br>In minutes)  | 30 minutes or more, 40 minutes or more, 60 minutes or more, 75 minutes or more, 90 minutes or more, 120 minutes or more Or higher  |  |
|  | Nominal Cruise speed ( In meter/sec)  | 10-12  |  |
|  | Maximum Wind Resistance (<br>In km/hr) under which the<br>UAV operated without<br>degradation in performance  | 30-34 km/hr  |  |
|  | Flight Distance Allowed at<br>Full Payload ( In km)Hint:<br>Distance between Take Off<br>Point to farthest point on a<br>one way distance                 | 4 km, 5 km, 10 km, 15 km, 20 km, 30 km, 40 km, 50 km Or higher   |  |
|  | Maximum Flight Altitude<br>Capability of the Bird,above<br>Take off Point at Full Load (<br>In meter)   | 400 m  |  |
|  | Class Of Unmanned Aircraft<br>Vehicle (UAV)/ Unmanned<br>Aircraft Systems (UAS) as<br>per Type certificate  | Micro  |  |
| Power Source of UAV<br>Bird                                | Number of Batteries<br>Inclusive in the Scope of<br>Supply ( Hint: It includes<br>total number of batteries<br>supplied Fitted as well as<br>Spare)       | 1  |  |
|  | Suitable Charger is supplied<br>to recharge the battery<br>from AC Mains 230 V ± 10<br>%, 50 Hz   | Yes Charger Having Slot For One Battery, Yes Charger<br>Having Slot For Two Battery Or higher  |  |
| Ground Control<br>Station (GCS) and<br>Monitoring Software | Comptabile Hardware as<br>GCS ( Inclusive in the Scope<br>of Supply)  | NA   |  |

| Specification                     | Specification Name/विशिष्टि का<br>नाम   | Bid Requirement/बिंड के लिए आवश्यक (Allowed<br>Values)/अनुमत मूल्य   |
|-----------------------------------|---|--|
| Payload                           | Type of Payload   | Only Day Camera  |
| Generic                           | Accessories (Multi-Select)  | Field Repair Kit: 1 set, Hard Copy of User, Technical & Maintenance Manual: 1set   |
| Warranty, Service<br>and Training | Warranty on UAV System ( In Years) Or Guaranteed Operational life of UAV (In Number of landings) Hint: Either warranty in Years or warranty in Number of Number of Landings, whichever is applicable earlier) | 1 Year or 200 Number of Landings, 1 Year or 400<br>Number of Landings, 1 Year or 600 Number of<br>Landings, 1 Year or 800 Number of Landings, 1 Year<br>or 1000 Number of Landings, 1 Year or 2000 Number<br>of Landings Or higher |

# Additional Specification Parameters - Unmanned Aerial Vehicle & Payload Systems For Surveillance (1 pieces)

| 1 pieces /  |  |  |
|---|--|--|
| Specification Parameter<br>Name                                   | Bid Requirement (Allowed Values)   |  |
| Perpetual educational license for drone image processing software | 1 No.  |  |
| Capabilities  | Generation of DEM/DSM, TIN, textured 3D model, point cloud, orthoimage.<br>Classification of point cloud, integration of GCPs, camera calibration, colour calibration, volumetric analysis, sectional profile.                             |  |
| Processing type   | Desktop, networked, and subscription based cloud processing (all three)  |  |
| Manufacturer  | If image processing software is from a manufacturer other than the drone manufacturer, please ensure 1 year warranty and onsite service by the manufacturer/authorized reseller (authorization certificate for resellers must be attached) |  |
| Warranty  | 3 Years  |  |

<sup>\*</sup> Bidders offering must also comply with the additional specification parameters mentioned above.

# Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

| S.No./क्र.<br>सं. | Consignee<br>Reporting/Officer/<br>परेषिती/रिपोर्टिंग<br>अधिकारी | Address/पता | Quantity/मात्रा | Delivery Days/डिलीवरी के<br>दिन |
|-------------------|--|-------------|-----------------|---------------------------------|
|-------------------|--|-------------|-----------------|---------------------------------|

| S.No./क्र.<br>सं. | Consignee<br>Reporting/Officer/<br>परेषिती / रिपोर्टिंग<br>अधिकारी | Address/पता  | Quantity/मात्रा | Delivery Days/डिलीवरी के<br>दिन |
|-------------------|--|--|-----------------|---------------------------------|
| 1                 | Gudisenapalli Pratap   | 752050,Indian Institute of<br>Technology Bhubaneswar<br>Argul, Jatni Dist-Khurdha,<br>Bhubaneswar-752050 | 1               | 70                              |

#### **Buyer added Bid Specific Additional Scope of Work**

| S.No.क्र.सं | Document Title                | Description                        | Applicable/रिवर्स प्रभार के अनुसार<br>जीएसटी i.r.o. Items           |
|-------------|-------------------------------|------------------------------------|---|
| 1           | Technical specification  View | Technical specification compliance | Unmanned Aerial Vehicle &<br>Payload Systems For<br>Surveillance(1) |

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

# Special terms and conditions-Version:1 effective from 18-11-2022 for category Unmanned Aerial Vehicle & Payload Systems for Surveillance

- 1. STC (Special Terms Condition) for the Product Category "Unmanned Arial Vehical & Payload System for Surveillance"
  - A. The Following calarification may be applicable in case of type certificate requirements
  - 1. Type Certificate: The possession of the Type Certificate by manufacturer/ OEM of the Products sold under the category is a Statutory requirement as per Drone rules 2021. Exemption if any Under Drone Rules 2021 may be seen.
  - 2, Type Certificate (TC) scope limited to Civilian Drone: Type Certificate applies only to the Unmanned aircraft systems (UAS) / Unmanned aircraft Vehicle (UAV) used for Civilian Purpose. These Rules Shall not apply to an unmanned aircraft system belonging to, or used by the Naval, Military or Air forces of the union of India. (Rule 2(3) of Drone rule 2021). Accordingly, the category is not intended for Procurement of drones by these.
  - 3. Payload details to be verified From Type Certificate: The details of payload/ use case should be verified by the buyer from the relevant section of the Type Certificate.
  - B. The following calarifications shall be applicable for the parameters which are optional accessories/features kinds and enabled **Multi-Select** for seller.
  - 1. Against the optional accessories/features kind of parameters which are multi-select for seller, buyer may stipulate/select only required accessories/features at the time of creation of bid and same required accessories/features shall be verified before accepting of the stores. This is to insure strict compliance of supplied stores to the bid requirements including ATC if any. However the contract generated may have mentioned of accessories/features other than bid requirements due to the fact that the contract gets generated based on the catalogue uploaded on the OEM/Seller.

Note: The parameters which are optional accessories/features kinds and enabled for multi-select for seller may have (Multi-Select) with parameter name to enable easy identification of the same for applicability of above.

C. Note to Buyer: Buyer are requested to select (checkbox) as many values as possible for the filterable parameters to have all possible allowed values in the bid meeting technical requirement.

# Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 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. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

#### 3. Generic

Malicious Code Certificate:

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 or 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.

#### 4. 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)

#### 5. Purchase Preference (Centre)

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% 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 percentage of 20% of total value.

#### 6. Purchase Preference (Centre)

Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.

#### 7. 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.

#### 8. Service & Support

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

#### 9. Service & Support

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

#### 10. Warranty

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. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

#### 11. Warranty

Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imberse the cost of such service / rectification to the Buyer.

#### 12. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1. Bidders must submit previous POs of similar item supplied Importance Institutions like, IITs, NITs, IISER s, NISER, and Central Universities etc. Failure to submit the same, Bid may be rejected.
- 2. Bidders must submit the Manufacture Authorization Form, Declaration for Local Content duly signed by OEM as per Annexures attached. Failure to submit the same Bid may be rejected.

- 3. Bidder must submit the Bidder Details, Acceptance for Bid Terms and Conditions, Bid Securing Declara tion certificate and Vendor Master Form as per Annexures attached. Failure to submit the same, Bid may be rejected.
- 4. Bidder must submit the undertaking regarding land Border Sharing as per Office Memorandum dated 2 3.02.2023 issued by Dept. of Expenditure as per annexure VIII attached. Failure to submit the same, Bi d maybe rejected.
- 5. Payment Term: 100% payment will be made after delivery, installation & satisfactory acceptance by the user subject to submission of all requisite clear documents i.e PBG 10% of total order Value valid till 38 months from the date of installation, Delivery Challan certified with exact date of supply by the consignee, Original Tax invoice, Warranty Certificate, Installation Certificate etc. If the supplier fails to submit the PBG, Institute will release 90% payment and balance 10% will be released after completion of warranty period + 2 months only.
- 6. DELIVERY WITH INSURANCE: The date of delivery should be strictly adhered to failing which the purch ase order is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods shoul d be securely, safely and adequately packed, insured & dispatched at the risk of supplier and packing c osts quoting this order reference should be kept in all package. Local firms are requested to deliver the goods in our stores before 3.00 PM on any working day.
- 7. All damaged or unapproved goods shall be returned at your cost & risk and the incidental expenses in curred thereon shall be recoverable from any of your bill. Availability of Service Centres: Bidder/OEM m ust have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warra nty. (Not applicable in case of goods having on-site warranty). If service centre is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contra ct. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
- 8. LIQUIDATED DAMAGES: As time is the essence of this order, the date of delivery & installation should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and penalty for late delivery will be imposed @ 0.5% of the contract value per week or part of the week of the delayed period, subject to a maximum of 10% of the total value of supply order.
- 9. CANCELLATION: CANCELLATION: Printed conditions, if any, contained in or sent along with the quotatio n shall not be binding on us. IIT Bhubaneswar reserves all the rights cancel the Purchase Order at any st age without assigning any reason thereof.
- 10. JURISDICTION: This contract between the supplier and the buyer shall be governed by the LAWS of Indi a and under this contract shall be taken by the parties only in Bhubaneswar, India to competent jurisdic tion

#### 13. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

# Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.

- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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 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.

#### This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---