

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	29-12-2022 11:00:00
<b>Bid Opening Date/Time</b>	29-12-2022 11:30:00
<b>Bid Offer Validity (From End Date)</b>	120 (Days)
<b>Ministry/State Name</b>	Delhi
<b>Department Name</b>	Indraprastha Power Generation Co. Ltd.
<b>Organisation Name</b>	Indraprastha Power Generation Co. Ltd
<b>Office Name</b>	New Delhi
<b>Item Category</b>	Custom Bid for Services - Contract for Annual Maintenance for Computers Printers UPS Scanners with Sw Support and following rate contracts 1 Replacement of faulty old UPS Batteries 2 Upgradation of RAMs and Hard disks 3 Supply installation of netwo..
<b>Contract Period</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	6 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *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>Bid to RA enabled</b>	No
<b>Type of Bid</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation</b>	4 Days
<b>Estimated Bid Value</b>	1878423.53
<b>Evaluation Method</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required</b>	Yes

**EMD Detail**

Advisory Bank	State Bank of India
EMD Amount	37600

#### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	15

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

#### Beneficiary:

Dy.Manager(Contract)  
New Delhi, Indraprastha Power Generation Co. Ltd., Indraprastha Power Generation Co. Ltd,  
(Neeraj Nayak)

#### Splitting

Bid splitting not applied.

#### MSE Purchase Preference

MSE Purchase Preference	No
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1. 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.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. 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.
4. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

#### Excel Upload Required:

BOQ - [1670395738.xlsx](#)

**Additional Qualification/Data Required**

**Scope of Work:**[1670241558.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1670241570.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1670241665.pdf](#)

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1670324449.pdf](#)

**Payment Terms:**[1670405034.pdf](#)

**Penalties:**[1670405041.pdf](#)

**Service Level Agreement (SLA):**[1670405004.pdf](#)

**GEM Availability Report ( GAR):**[1670324938.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1670402794.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1670405094.pdf](#)

**Custom Bid For Services - Contract For Annual Maintenance For Computers Printers UPS Scanners With Sw Support And Following Rate Contracts 1 Replacement Of Faulty Old UPS Batteries 2 Upgradation Of RAMs And Hard Disks 3 Supply Installation Of Netwo.. ( 1 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Contract for Annual Maintenance for Computers Printers UPS Scanners with Sw Support and following rate contracts 1 Replacement of faulty old UPS Batteries 2 Upgradation of RAMs and Hard disks 3 Supply installation of network items
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)</b>	

**Additional Specification Documents**

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**Consignees/Reporting Officer**

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Anand Kumar Jolly	110002,INDRAPRASTHA POWER GENERATION COMPANY LIMITED, HIMADRI, RAJGHAT POWER HOUSE OFFICE COMPLEX, RAJGHAT, NEW DELHI - 110002	1	N/A

## 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.

- Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.
- Generic**

**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.

### 4. Certificates

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.

### 5. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of IPGCL payable at New Delhi.

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 6. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of IPGCL payable at New Delhi.

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

### 7. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of IPGCL payable at New Delhi. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

### 8. Buyer Added Bid Specific ATC

## 1. PRICE/RATES

1.1. Price quoted must be given strictly in the prescribed format as stated by IPGCL. All the prices quoted must be valid for period of minimum one year. The quoted prices should be strictly inclusive of taxes and relevant applicable taxes w.r.t. the items be mentioned clearly in the bid.

The prices may be quoted inclusive of EPF/ESI & bonus.

1.2. In case of any discrepancy between rates mentioned in figures and words, the latter shall prevail.

## 2. PAYMENT TERMS

Total Charges shall be payable in four equal parts on completion of each quarter as per actual work performed in accordance with the scope of work subject satisfactory performance report provided by designated officer of IPGCL/PPCL.

## 3. PENALTY CLAUSE:

3.1. If the system is down for more than 2 working days or 48 hrs and if standby is not provided then IPGCL/PPCL reserves the right to call third party from open market, get the equipment repaired and incurred expenditure will be deducted from AMC charges.

3.2. In the event of non-satisfactory performance of maintenance services, IPGCL/PPCL shall have the right and discretion to cancel the work order, forfeit security deposited and withheld any due payments. In such event of non-satisfactory performance as determined by designated

authority of IPGCL/PPCL, your company can be blacklisted and debarred from future participation in IPGCL/PPCL for a period ranging from 03 to 05 years.

3.3 The Contractor shall provide appropriate substitute during period of leave or absence of onsite computer technician. If substitute is not provided, the penalty of Rs. 200/- per day per technician (on leave) will be deducted from bill.

## 4. PERIOD OF AMC

4.1. The period of comprehensive AMC is One year from date of commencement.

4.2. IPGCL reserves the right to terminate AMC by giving two month prior notice, in such case the contractor has to return all equipment in working condition and settle the recovery if applicable.

4.3. In the event of non-satisfactory performance of maintenance services by the company, IPGCL/PPCL shall have the right and discretion to terminate this agreement by giving one month notice and to forfeit the proportionate amount from the security deposited by the contractor.

## 5. Other T&C

5.1. The new batteries & new other items under the Rate contracts

should come at site in the original packing of the OEM companies.

5.2. Warranty/ guarantee certificates will be submitted for those installed items with the bills.

5.3. Vendor has to provide rates for all items of NIT in prescribed format.

5.4. IPGCL/PPCL reserves right to reject any or all, in part or full, the quotations received against this enquiry in case they do not conform to the technical specification of SOW and T&C of NIT. IPGCL/PPCL further reserves right to defer opening of quotation and execution of contract, in case required.

5.5. Incomplete or conditional quotations or rates quoted in the format other than specified format shall be rejected.

5.6. Bidders must have EPF & ESI registrations and should mention & submit the copy of the registrations with the bid. If not mentioned in bid, the offer is liable to be rejected.

5.7. Before submitting the bids the Bidder is requested to go through the commercial and Technical Terms & conditions, Scope of Work under Comprehensive AMC, equipment list.

5.8. The company shall not assign the work awarded or any part thereof, or any benefit hereunder to third party.

5.9. On the completion of maintenance contract, the company shall require returning all computer equipment in good working condition and shall complete the pending calls reported or being worked-on on or before date of completion of contract.

5.10. In event of any dispute as to whether the system downtime is due to damage caused by mishandling or system malfunctioning the issue will be referred to IT department of IPGCL/PPCL for a decision. The decision of Head of IT Department, IPGCL/PPCL will be final and binding upon both the parties.

5.11. For Item no 20, Rates will be on buy back basis of old RAM/ HDD.

5.12. For Item No. 30, Rate should be on buy back of faulty batteries.

5.13 The vendor has to submit Security Deposit @10% of total basic contract value and shall be valid for a period of one year from the date of start of contract plus extra 90 days for claim period.

5.14 The vendor has to submit PBG @10% for the value of the total supplied items w.r.t. item no. 20, 30, 70, 80, 90 which will be valid for a period of one year after completion of contract period to cover the warranty period of the supplied items. The said PBG has to be submitted before the expiry of the contract. The final payment w.r.t. the last quarter of the contract will be released only after vendor submit the PBG to IPGCL.

## 9. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

COMPLETION PERIOD: One year from the date of start of contract.

Technical Scope of Work

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Here 1 AU = 1 no. of IT equipment (computer/Printer/Scanner/UPS) per month

For Item No. 10 of BOM, the calculation of quantity is explained below:

Item 10.10 : Tentative No. of Desktops per month is 210.

210 X 12 months = 2520 AU.

Item 10.20 : Tentative No. of UPS per month is 45.

45 X 12 months = 540 AU.

Item 10.30 : Tentative No. of Mono Laserjet printer per month is 53.

53 X 12 months = 636 AU

Item 10.40 : Tentative No. of Scanner per month is 9.

9 X 12 months = 108 AU.

Item 10.50 : Tentative No. of MFP per month is 62.

62 X 12 months = 744 AU

Item 10.60 : Tentative No. of Network/ Heavy Duty Printer per month is 12.

12 X 12 months = 144 AU

Item 10.70 : Tentative No. of onsite technicians per month is 4.

4 X 12 months = 48 Months

For Item 10:

**HARDWARE SUPPORT**

1.1 AMC is comprehensive for desktop PCs including all the external and internal components in these devices. Power cables/adaptors, CRT monitors, TFT of Desktops are also included in this comprehensive AMC. Any type of monitor (CRT or TFT) attached with desktop is under comprehensive AMC.

1.2 The IT equipment covered under this tender shall be repaired / rectified as and when the same is reported to be out of order. This

shall include replacement of defective parts / components without any cost. The parts replaced will be of equivalent performance of respective brand. Any material which is taken in/out from IPGCL-PPCL must have gate pass / challan issued from the user/ vendor.

1.3 In the event of any spare part / sub assembly going out of production, the contractor shall convey the same to the IPGCL/PPCL along with authentic evidence prior to discontinuation of maintenance service. The AMC cost shall then be reduced on proportionate basis.

1.4. The contractor must provide stand-by equipment in case the downtime exceeds 48 hrs.

1.5. The contractor is also required to provide onsite support for associated peripherals viz. all type of printers, scanners and UPS. All drivers shall be provided by the contractor as and when required.

1.6. All components of Printers, Scanner and UPS, except consumables like Printer Toner/ Ink/ Cartridges, Printer Papers, UPS batteries, are covered under AMC. Replacement of Faulty UPS batteries with new ones will be covered via rate contract section under this AMC.

1.7. Defective parts shall be replaced with new and equivalent part of same or reputed OEMs.

1.8. In case of a defective keyboard or mouse, the same will be replaced with new keyboard or mouse of same OEM make or with one made by a reputed manufacturer like Samsung, HP, Dell, Logitech.

1.9 In the event of any equipment becomes un-repairable during the contract period will be replaced with in working condition equipment of same / higher configuration supported by the system.

#### SOFTWARE SUPPORT

1.10 The onsite technician shall provide maintenance and software support for installation, de-installation, restoration, troubleshooting of all legal software, drivers, etc including operating systems, MS office, Open office, SAP GUI setup, Employee Portal settings, flash players, Antivirus, etc. as provided by IT department on all systems of

IPGCL-PPCL. Also configuration/restoration of internet connection setting, existing network setting, outlook express, MS outlook, removal of e-mail borne virus/worm and installation of free security data / patches as recommended by Microsoft/OEM during the period of AMC. Troubleshooting of Printer & Scanner connectivity with desktop and if required re-installation of driver to be carried out.

1.11 At present OS is preloaded in all the computers and after formatting or any other problem in the PC, genuine OS (Preloaded) is to be restored.

1.12 Taking backup and transfer of Data from one system to other on demand is also covered under the scope of work.

#### NETWORK (NW) SUPPORT

1.13 The Contractor shall provide support for network settings for Desktops, Laptops, Network Printers and Network Scanner etc at sites.

1.14 The Contractor shall provide support for network troubleshooting at end user desktop level.

#### 2.0 ONSITE COMPUTER TECHNICIAN

2.1 Over and above the normal comprehensive maintenance support being provided to maintain uptime guarantee, the Contractor shall provide at least four numbers of onsite technicians to manage all IPGCL/PPCL sites. Posting of the computer technician at various IPGCL-PPCL sites will be done by IPGCL-PPCL as per exigencies of work.

#### 2.2 IPGCL/PPCL Sites:

- i. PPS-III, Sector-5, Bawana, New Delhi # 110039
- ii. PPS-I, I.P. Estate, Ring Road, Delhi # 110002
- iii. GTPS, I.P. Estate, Ring Road, Delhi # 110002
- iv. Himadri, RPH & office Complex, Rajghat Power House Office Complex, Ring Road (>,<)>  
New Delhi # 110002
- v. Delhi Secretariat, New Delhi- 110002
- vi. Vidyut Vihar Colony, Sarai Kale Khan, New Delhi # 110014

2.3 The onsite computer technician must essentially be technically qualified and must have "Diploma in Computer Hardware" or equivalent and two years of work experience after diploma. The Engineer in charge of IPGCL/PPCL will interview the technician for verifying the work experience. He/she must be competent enough to install basic software with OS; able to correctly diagnose the problem of desktop, printer, UPS, Scanner; able to repair small things at premise, if required. IPGCL shall have right to interview or ask the Maintenance Service Provider to change the technician if IPGCL finds technician not suitable / competent.

2.4 The Contractor shall pay all expenses of onsite computer technician including Mobile Phone, conveyance, fuel, etc. to computer technician.

2.5 The Contractor shall ensure that Mobile Phone is always available with all the deputed computer technicians.

2.6 Onsite computer technicians shall observe normal office working hours from Monday to Saturday except government holidays. However, in event of extreme exigency, the Contractor is expected to provide support even on holidays.

2.7 The Contractor shall have reasonability for providing the maintenances and close calls in case the onsite computer technician is unable to close the calls at his own disposal.

2.8 The Contractor shall provide full backend technical support to onsite computer technician.

2.9 Each on-site computer technician shall be provided with tools such as blower, LAN tester, crimping tool, multi meter, USB harddisk, multi-bit screwdriver, etc. and any other tool which may be required for maintenance works.

2.10 Onsite computer technician may be asked to carry-out maintenance of IT equipment at sites different from the place of their posting and no conveyance charge shall be paid by IPGCL.

2.11 The onsite computer technician shall observe and abide by conduct &

discipline of IPGCL/PPCL.

2.12 The Contractor is required to ensure welfare of onsite computer technician and observe all labour laws, PF & ESI regulations. The contractor must pay wages/ salaries to onsite computer technician in time (by 7th of every month or as per labour laws) and not below the minimum wages prescribed by the Govt. of Delhi in skilled category. The vendor has to provide salary slip, bank statement clearly showing the salary transfer of each onsite technician, copy of EPF & ESI deposit challans along with the EPF statement of employees on monthly basis with the bill for release of payments.

The last bill/ bill w.r.t. 4th quarter will be released only after submission of proof of payment of bonus (as per bonus act,1965) to onsite technicians.

2.13 The Contractor shall issue its company I-card to all onsite computer technician posted in IPGCL. As the gate pass has to be provided by CISF, hence the police verification has to be submitted along with gate pass request.

2.14 Onsite computer technician shall not install, download any malicious or illegal or un-authorized software at IPGCL site.

2.15 The services of technicians deputed for maintenance work for on-site support shall not be used for carrying/delivering the material from IPGCL to contractor site or vice-versa and for purpose of networking/ cabling of the purchase items. The resources/ manpower required for the purpose shall be provided by the contractor directly from his office.

### 3.0 MISCELLANEOUS

3.1 The company is required to provide onsite support for disassemble & re-installation of any or all parts of computer system during relocation of equipment within NCT of Delhi.

3.2 The AMC vendor should ensure proper earthing for computer equipments. In case of UPS, safety precaution such as fuse remains in

working condition is to be ensured to prevent high voltage damage. Damage due to electrical surge/spike, in case of any equipment connected with UPS, shall be covered under AMC.

3.3 The onsite computer technician will be responsible to maintain a log book containing data of each machine with information of satisfactory report of repairs of functioning of the equipment duly signed by users lodging calls which will be submitted quarterly for scrutiny by IPGCL-PPCL before the release of quarterly payment. Onsite computer technician will take user acceptance certificate from the user in the specified format after each repairs of functioning of the equipment and will submit it to IT department.

#### 4.0 UPTIME GUARANTEE:

4.1 The contractor shall guarantee 95% (ninety five percent) uptime of the equipment.

4.2 The onsite computer technician will respond immediately after lodging of any complaint & will provide complaint number, time and date for every complaint.

4.3 The response time to maintenance call must be within 2 hours.

#### 5.0 PREVENTIVE MAINTENANCE:

5.1 The company shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment and updating of the virus definitions) and ensure that the Onsite Computer Technician must visit all locations once in a quarter during the AMC period on a working day of the IPGCL/PPCL other than routine maintenance call visit. The company has to maintain a location/equipment record of preventive maintenance which will be submitted every quarter for scrutiny by IPGCL/PPCL before release of quarterly payment.

5.2. IPGCL/PPCL has the right to adjourn preventive maintenance from any schedule time to a date and time convenient to IPGCL/PPCL.

## 6.0 FUTURE ADDITIONS/ DELETIONS or QVC

IPGCL/PPCL has the right to increase the quantity of computers, etc. by 20 % or decrease any no. of computers, etc during the AMC period. The rates will be increased or reduced proportionately.

## 7.0 CHANGE IN LOCATION OF IT EQUIPMENT

IPGCL has the right to:

7.1 Shift the equipment to an alternative site of choice (within boundaries of NCT Delhi & NCR) under intimation to the Contractor.

7.2 Disconnect or connect or substitute any device or any equipment acquired from another vendor.

FOR Item No 20:

- 1) The RAM should be of good brand i.e. simmtronics, Kingston, Transcend, Corsair, Hynix with minimum one year OEM warranty.
- 2) The Harddisk should be of good brand i.e. Seagate, western digital, Maxtor, Samsung with minimum one year OEM warranty.
- 3) The date will be recorded on the RAM or Harddisk with signature at time of upgradation.
- 4) IT department will issue instruction to the contractor for upgradation of RAM or Harddisk.
- 6) The rates should be included with installation/replacement of RAM or Harddisk.
- 7) On replacement old RAM/ Harddisk will be the property of contractor.
- 8) The upgrades will be done only in those desktops which are out of warranty i.e. in H/w AMC of contractor.
- 9) The warranty of replaced items will start from the date of installation.
- 10) The quantity stated in tender are tentative annual requirement for up-gradation of RAM, HDD, etc. Delivery/services will be required on piece meal basis/ as & when required during the year. No guarantee can be given to the actual quantity that may be ordered against the resultant contract.

11) All new RAMs to be installed for up-gradation in desktops should be new and of same company.

For Item 30:

1) The batteries should be maintenance free and of the original makes:

\* Exide/Panasonic/Sukam/Amro for 7 AH, 26 AH, 42 AH & 75 AH type with minimum one year warranty.

2) The date will be recorded on the battery after installation/ replacement.

3) IT department will issue instruction to the contractor for replacement of batteries.

4) The rates should be included with installation/replacement of battery.

5) After replacement old batteries will be the property of contractor.

6) The quantities stated in tender are tentative annual requirement for replacement of faulty old batteries. Delivery will be required on piece meal basis/ as & when required during the year. No guarantee can be given to the actual quantity that may be ordered against the resultant contract.

7) The warranty of new batteries will start from the date of installation.

For Item 40: Allowed makes for supply of RJ 45 Connectors are - Dlink/ AMP

For Item 50 & 60: Allowed makes for supply of UTP Patch Cord are - Dlink/Schneider/AMP

For Item 70: Allowed makes for supply of USB Wifi Adaptors are # TP Link/ Dlink/Netgear with minimum one year OEM warranty.

For Item 80:

i. Allowed makes for supply of Wifi Router are # Linksys/TP Link/ Dlink/Netgear

ii. Should be 802.11 b/g/n compliant.

iii. Minimum one year OEM warranty.

For Item 90: Allowed makes for supply of Unmanaged Ethernet network Switch are # TP Link/ Dlink/Netgear/ Linksys with minimum one year OEM warranty.

For Item 110 & 140: Allowed makes for supply of Single Port I/o with face plate and box are # TP Link/Dlink/Schneider/AMP

For Item No. 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140,: The quantities stated in tender are tentative annual requirement for supply and installation of network items/ services. Delivery of items/ services will be required on piece meal basis/ as & when required during the year. No guarantee can be given to the actual quantity that may be ordered against the resultant contract.

## 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 governed by the [General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---