

Bid Corrigendum

GEM/2022/B/2113323-C2

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **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.
2. 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 %.
3. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
4. 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.
5. 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.
6. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
7. 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.
8. 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.
9. 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, following accessories must be part of supply and cost should be included in bid price: Cost of CTS Scanner with 3 years warranty and 2 Years AMC.
10. 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.

11. **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.
12. 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.
13. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
14. 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.
15. 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
16. 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 25% of total value.
17. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
18. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
19. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
20. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
21. 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.

22. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
23. 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.
24. Buyer uploaded ATC document [Click here to view the file.](#)
25. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
26. Buyer Added text based ATC clauses

Clarifications/Amendments to the Pre-Bid Queries Ref: GEM/2022/B/2113323 dated 17.05.2022

S.No	GeM Bid/ATC Clause	Query Raised	Clarification/Amendment
1.	<p>Page No. 47, Point No. 1 (d), Eligibility Criteria</p> <p>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 minimum 1.60 Crore or above. 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.</p>	<ol style="list-style-type: none"> 1. Kindly amend it to minimum 50 Cr so that only reputed companies in this field should participate to have level playing field. 2. Considering the large qty and PAN india supply Please change the minimum eligibility Turnover to 10 Cr atleast 	Please adhere to tender terms.
2.			

	<p>Page No. 47, Point No. 1 (f), Eligibility Criteria</p> <p>The Bidder or its OEM {themselves or through re-Supplier(s)} should have supplied same or similar Category Products for 50% of bid quantity i.e. upto 305 CTS Scanners, 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.</p>	<p>CTS Cheque Scanner is a specialized category and there is no similar category and it is exclusively being used for Cheque Clearing by Banks. Bidder in this category should have sufficient experienced over a period of five years. We request Bank to amend the clause as under : Bidder should have supplied CTS C h e q u e Scanners minimum 1000 Nos. in last three years to PSU/Private/Scheduled Commercial/Grahmin Banks. And bidder should have supplied Minimum 300 Nos. in a single order to these banks.</p>	<p>Please adhere to tender terms.</p>
3.	<p>Functional and Technical Requirements</p> <p>The Scanner should be capable of scanning a minimum of 60 cheques per minute. (DPM to be achieved with or without enabling UV feature at the time of scanning with Cheque length 6 inches or above)</p>	<p>Bharat IT Services Offers CTS Cheque Scanner Model LS150 UV with Minimum 100 DPM. We request Bank to amend Scanning speed to minimum 100 DPM as all the Banks have standardized on Min. 100 DPM Cheque Scanners.</p>	<p>Please adhere to tender terms.</p> <p>Bidders may supply CTS Scanner with DPM speed more than 60 cheques per minute.</p> <p>-</p>
4.	-	<p>Since the requirement is high and on all India basis it is recommended to have two vendors, we request Bank to split the qty between L1 & L2 vendors in the ratio of 60:40 .</p>	<p>Please adhere to tender terms.</p>
5.	<p>Page No. 51, Point No. 9, Delivery and Documents</p> <p>Delivery & installation of</p>	<p>Request to change 75 days.</p> <p>Installation: Request to</p>	<p><u>Amendment</u></p> <p>The supplier has to deliver the CTS scanners at respective</p>

	<p>the goods shall be made by the Supplier within six weeks from the date of purchase order.</p> <p>2. Delivery & installation of the goods shall be made by the Supplier within 95 days from the date of purchase order</p>	<p>change 2 weeks from the date of delivery.</p>	<p>branches/offices within six weeks from the date of purchase order and installation of CTS Scanners has to be completed within 2 weeks from the date of delivery or delivery & installation of CTS Scanners at respective branches/offices has to be completed within 8 weeks from the date of purchase order.</p>
6.	<p>Page No. 48, Point No. 2, Bid Security (Earnest Money Deposit)</p> <p>M S E / N S I C registered bidders are exempted from submitting the bid security. Such bidders should submit the copy of registration certificate and other document as proof which should be valid for the current period.</p>	<p>Please confirm that Udhyam Certificate will suffice as documentary evidence for claiming EMD exemption</p> <p>We request the bank to consider Government of India guidelines applicable to MSME and not to restrict the benefit of MSME to Vendors who are registered only with NSIC under single point registration scheme but also to consider and extend the same to M S M E s who are registered as per the, Gazette Notification [Part II-Section3-Sub section(ii)] dated 26/03/2012 on 'Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012 and hold a valid Udyog Aadhar Memorandum (UAM). We submit the following for the consideration of the bank</p>	<p>Udhyam Certificate is acceptable. Bank will provide benefits to Micro & Small Enterprises (MSEs) as per the guidelines issued by Government of India.</p>
7.	<p>Page No. 51, Point No. 8, Address and Documents for Physical Submission (Offline Submission)</p> <p>Companies registered as Micro/Small Units under MSE/NSIC should submit documentary proof for</p>	<p>Government of India, Gazette Notification [Part II-Section 3 - Sub section(ii)] dated 26/03/2012 on 'Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012 states that:</p>	<p>Bank will provide benefits to Micro & Small Enterprises (MSEs) as per the guidelines issued by Government of India.</p>

	<p>claiming exemption for Cost of Bid document.</p>	<p>1). 'And whereas, the Public Procurement Policy shall apply to Micro and Small Enterprisers Registered with District Industries Centre or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicraft and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprise'</p> <p>2). Post 18-09-2015 U d y o g Aadhar Memorandum (UAM) is to be treated at par with SSI Registration Certificate issued prior to 04-04-2007 and the Entrepreneur's Memorandum Part-II filled under the MSMED Act, 2006 have now ceased to be issued after the notification for Udyog Aadhar Memorandum (UAM) (vide gazette notification [SO No. 2576(E)] dated 18-09-2015)</p> <p>In the light of the above, Udyog Aadhaar Memorandum (UAM) is a valid document to avail MSME benefit as post 18-09-2015 UAM is to be treated at par with SSI Registration Certificate. We request Exemption from payment of EMD & Tender Document Fee.</p>	
<p>8.</p>	<p>Page No. 48-49, Point No. 3 (g) & 3 (h), Scope of Bid CTS Scanners has to be under 3 years comprehensive onsite warranty maintenance</p>	<p>We request the Bank to consider Power Adapter, Roller & MICR are included under category of consumables</p>	<p>Please adhere to tender terms.</p>

	<p>covering replacement of all the spare parts including Power adapter, Rollers & belts, MICR head, Mylars & any other movable parts but excluding only the consumables Cartridge, Power Cable, Printer to Board Cable.</p> <p>Comprehensive onsite AMC for 2 years after the expiry of 3 year warranty period covering replacement of all the spare parts including Power adapter, Rollers & belts, MICR head, Mylars & any other movable parts but excluding only those consumables mentioned above. After the period of 5 years, AMC shall be entered at mutually agreed rates, at the discretion of Bank. However, Bank reserves the right to enter into AMC with other vendor.</p>		
9.	<p>Page No. 51- Point No.9- Delivery and Documents</p> <p>Delivery & installation of the goods shall be made by the Supplier within six weeks from the date of purchase order. The supplier has to make his own arrangements to deliver the items at the destinations.</p> <p>The details of shipping and / or other documents are to be furnished by the Supplier are as follows.</p> <ol style="list-style-type: none"> 1. Copy of the Supplier Invoice showing contract number, goods, description, Quantity, unit price, 	<p>We request the Bank to delete the clause regarding Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy;</p>	<p>Please adhere to tender terms.</p> <p>-</p>

	<p>total amount;</p> <p>2. Delivery Note, acknowledgement of receipt of goods from the Consignee duly counter signed by the Bank's Representative;</p> <p>3. Original/Copy of Transit Insurance Policy and Original of Storage cum erection policy;</p> <p>4. Manufacturer's / Supplier's Warranty Certificate;</p> <p>5. Inspection Certificate issued by the Bank's Representative, if any.</p>		
10.	<p>Page No. 52- Point No.11- Liquidated Damages</p> <p>If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Bank shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the Invoice price of the Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10%. If the equipments are not delivered in time, the Purchaser may consider termination of the contract. The date of delivery of last item to a location will be taken as the date of delivery for entire set of equipment to that location, for the purpose of calculation of Liquidated Damages. For delivery/installation, the Liquidated Damages will be calculated on Invoice Value of each set of</p>	<p>The present COVID 19 situation have created uncertainty on all aspects of functioning including logistics which consists of import of products local movement of goods to the destination Pan India from the warehouses etc. Therefore, request the bank to consider this genuine request and also provide an opportunity to present the reasons for delay given if any under the prevailing circumstances which are beyond one's control before levying any penalty or LD</p>	<p>Please adhere to tender terms.</p> <p>- LD shall not be applicable only If delay has occurred under Force Majeure conditions as defined in the General terms and conditions on GeM 3.0</p>

<p>11.</p>	<p>equipment to a location.</p> <p>Page No. 53- Point No.19- Terms of Payment</p> <p>On Delivery: Ninety (90) % of the price of the CTS Scanners delivered at the respective location will be paid upon submission of invoice and proof of delivery and other relevant documents.</p> <p>On Installation: Ten (10)% of the price of the CTS Scanners will be paid on submission of Installation Certificate duly counter-signed by the Bank's Representative.</p> <p>TDS, GST TDS and Penalty will be deducted from the payment, if applicable.</p> <p>HO:ITD will make the payments for the goods supplied for the warranty period. AMC payments will be made by respective Zonal Offices.</p>	<p>Request the Bank to make 100% payment upon delivery of scanners and submission of the supporting documents, given that in certain cases some Branches may not require immediate installation and payment will get held up causing hardship to the successful bidder</p>	<p style="text-align: center;"><u>Amendment</u></p> <p>-</p> <p>On Delivery: Ninety (90) % of the price of the CTS Scanners delivered at the respective location will be paid upon submission of invoice and proof of delivery and other relevant documents.</p> <p>On Installation: Ten (10)% of the price of the CTS Scanners will be paid on submission of Installation Certificate duly counter-signed by the Bank's Representative.</p> <p>TDS, GST TDS and Penalty will be deducted from the payment, if applicable.</p> <p>HO:ITD will make the payments for the goods supplied for the warranty period. AMC payments will be made by respective Zonal Offices.</p> <p>Payment may be released, if the CTS Scanners could not be installed within 3 months from the date of delivery, due to reasons attributed to Purchaser i . e . (Indian Bank) on production of Site Not Ready Certificate from the concerned Zonal Office/Branch, where the CTS Scanners are delivered. In such cases, the supplier has to install the CTS Scanners as and when required by the Bank, free of cost.</p>
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<p>12.</p>	<p>Page No. 54- Point No.21- Insurance</p> <p>The goods supplied under the Contract shall be fully insured against loss or damage incidental to transportation. The transit insurance shall be for an amount equal to 110 percent of the invoice value of the Goods from "Warehouse to final destination" on "All Risks" basis including War Risks and Strikes.</p> <p>In case the successful bidder is covering the goods under a Master Policy, bidder has to submit a declaration along with copy of master insurance stating that all the items are covered under the said master policy.</p> <p>The Supplier should also insure the goods for the invoice value under Storage Cum Erection Policy till three months from the date of delivery either by a single Policy for each and every supply or by a Master Policy for the items proposed to be supplied in future. If any loss incurred by the Bank due to Insurance not taken by the Successful Bidder, then the Successful Bidder should make good the loss to the Bank.</p> <p>If insurance policies for transit or storage cum erection insurance is not provided or not covering the period, from the date of delivery then 0.1% of the invoice value will be deducted from the payment for each insurance.</p>	<p>Request the Bank to delete this clause as the scanner delivery will be responsibility of the successful bidder. Moreover Performance Security will also be provided.</p>	<p>Please adhere to tender terms.</p>
<p>13.</p>	<p>Page No. 54- Point No.22-Penalty for</p>	<p>We as vendors will strive</p>	<p><u>Amendments:</u></p>

downtime

The item that is reported to be faulty / malfunctioning should be fully repaired on the same day, if no spares are required and on the next working day, if spares are required. In case of vendor failing above standard, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration). Public Holidays as declared at the respective centers are excluded for the above downtime calculation. In case vendor fails to meet the above standards of maintenance, penalty of Rs. 250/- per day* will be levied.

* Day means 4 or more hours in the first day and 24 hours or part thereof every subsequent day per occasion.

Supplier can deposit the penalty with the Bank directly else the Bank 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 Bank shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Supplier besides forfeiture of PBG. Supplier shall be liable to re-imburse the cost of such service / rectification to the Bank

to the best of our ability and resource at our command to provide prompt service to our customers. We feel the Penalty Charges are very high and not reasonable. Request the bank to consider on the whole the Geographical spread of the bank branches and the terrain with proportionate time or duration required to travel and for the movement of the required spare parts after the identification of the fault which depends on Class/Category of the city and the time taken for the logistics from nearest office location. Therefore, we request the bank to classify the location based on

1. Metro - 24 hours,
2. Urban - 48 Hours
3. Rural areas - 72 hours
4. NER - 120 hours

And levy penalty accordingly

The item that is reported to be faulty / malfunctioning should be fully repaired on the same day, if no spares are required and if spares are required, it should be rectified as described below:

Location	Timings
Metro Cities	Same Business Day
Urban & Semi Urban Cities	Next Business Day
Rural Areas	Within 2 Business Days

In case of vendor failing above standard, a standby arrangement should be provided till the machine is repaired (of equivalent or higher configuration). Public Holidays as declared at the respective centers are excluded for the above downtime calculation. In case vendor fails to meet the above standards of maintenance, penalty of Rs.250/- per day* will be levied.

* Day means 4 or more hours in the first day and 24 hours or part thereof every subsequent day per occasion.

Supplier can deposit the penalty with the Bank directly else the Bank 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 Bank shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Supplier besides forfeiture of PBG.

			Supplier shall be liable to reimburse the cost of such service / rectification to the Bank.
14.	<p>Page No. 55- Point No.23-Negotiation</p> <p>The Bank reserves the right to further negotiate on the price offered, with the L1 vendor, if the price quoted is found unreasonable or in any exceptional circumstances.</p>	<p>Request the Bank to delete this clause.</p> <p>Upon submission of indicative rates, the finalisation of rates/L1 is based on outcome of Reverse Auction. More negotiation after declaration of L1 price will put the bidder to even more hardship as the procurement price of the scanners have been increased exorbitantly coupled with logistic and other rates which have increased post the COVID-19 scenario</p>	Please adhere to tender terms.
15.	<p>Page No. 57- Point No.34-Purchase preference to Micro and Small Enterprises (MSEs)</p> <p>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</p>	<p>Request the Bank to revisit this clause since there are no Class 1 and 2 local suppliers available in India for cheque scanners</p>	<p>Please adhere to tender terms.</p> <p>This clause is regarding purchase preference to MSEs. Mentioned clause is not related to Class I and Class II local suppliers.</p>

documentary		
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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 Supplier (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Supplier shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.		
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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 specification 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.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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