

## Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	14-03-2022 18:00:00
<b>Bid Opening Date/Time</b>	14-03-2022 18:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	60 (Days)
<b>Ministry/State Name</b>	Ministry Of Textiles
<b>Department Name</b>	Na
<b>Organisation Name</b>	National Institute Of Fashion Technology (nift) Head Office New Delhi
<b>Office Name</b>	Nift Campus Near Gulmohar Park Hauz khas, New Delhi 110016
<b>Total Quantity</b>	190
<b>Item Category</b>	Executive Table (Q3) , Almirah Steel-IS:3312 (Q3)
<b>Minimum Average Annual Turnover of the Bidder</b>	12 Lakh (s)
<b>OEM Average Turnover (Last 3 Years)</b>	92 Lakh (s)
<b>Years of Past Experience required</b>	3 Year (s)
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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>Past Performance</b>	20 %
<b>Bid to RA enabled</b>	No
<b>Primary product category</b>	Almirah Steel-IS:3312
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Evaluation Method</b>	Total value wise evaluation

### EMD Detail

Advisory Bank	AXIS BANK LTD
EMD Percentage(%)	5.00
EMD Amount	116203

#### ePBG Detail

Advisory Bank	AXIS BANK LTD
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	14

(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:

ASSISTANT DIRECTOR

National Institute of Fashion Technology (NIFT), Kannur Head Office at New Delhi Ministry of Textiles, Govt.of India NIFT Campus, Dharmashala, Kanool (P.O), Kannur, Kerala - 670 562  
(Nagaraj. T R)

#### Splitting

Bid splitting not applied.

#### MII Purchase Preference

MII Purchase Preference	Yes
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#### MSE Purchase Preference

MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

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

4. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or

through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

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

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

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

8. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% 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.

## Executive Table ( 100 pieces )

**(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Registered Brand
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### Technical Specifications

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
GENERIC	<b>Mode of supply</b>	Knocked Down To Be Assembled At Consignee Site By The Seller
	<b>Storage provided</b>	One side
	<b>Keyboard tray</b>	Not provided

Specification	Specification Name	Bid Requirement (Allowed Values)
	Foot rest	Not Provided
MATERIAL	Table top Material	MDF board of grade SBG II of IS 12406/Latest
	Gable end and modesty panel material	Three Layer prelaminated particles board(wood product) of grade II type III of IS 12823/Latest
	Leg Material	Other wood
DIMENSION	Thickness of table top $\pm 2$ mm	15.0
	Length of table top $\pm 10$ mm	900.0
	Depth of table $\pm 10$ mm	600.0
	Height of table $\pm 10$ mm	725.0
	Dimension of leg(mmXmm) $\pm 5$ mm	No legs
STORAGE UNIT	Number of Storage unit provided	Single storage
FOOTREST	Material thickness of footrest $\pm 2$ mm	N.A
WARRANTY	Warrantee period in number of years	1
CERTIFICATION	Product having BIFMA certification	NO
	OEM of offered product is ISO 9001:2015 certified	YES
	OEM of offered product is ISO 14001:2015 certified	YES
	OEM of offered product is ISO 18001:2007 certified	YES

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Nagaraj .T.R.	670562,NATIONAL INSTITUTE OF FASHION TECHNOLOGY, NIFT CAMPUS, DHARMASALA, OPP. GOVT. ENGINEERING COLLEGE, MANGATTUPARAMBA, KANNUR - 670562 KERALA	100	45

**Almirah Steel-IS:3312 ( 90 pieces )****(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)**

Brand Type	Registered Brand
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**Technical Specifications**[\\* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
MATERIAL	<b>Material</b>	M S Sheet conforming to Quality Grade D of IS:513/2008 with amend. no. 1 (Not as per IS 3312)
	<b>Material of Almirah Doors</b>	M S Sheet
	<b>Sheet Thickness of Locker</b>	0.8 mm
	<b>Length of Glass Sheet (+/- 10 mm)</b>	N.A
	<b>Width of Glass Sheet (+/- 10 mm)</b>	N.A
	<b>Sheet Thickness of door</b>	0.8 mm (Minimum)
	<b>Sheet Thickness of sides,back , Top and Bottom</b>	0.7 mm minimum (Not as per IS 3312)
	<b>Sheet Thickness of Shelves</b>	0.8 mm
	<b>Sheet Thickness of Pedestal in mm</b>	0.8 mm (Minimum)
	<b>Material of Lock</b>	Brass and steel finish
	<b>Material of Keys</b>	steel
GENERIC	<b>Conformity to Indian Standard IS:3312 latest</b>	No
	<b>No of shelves (Nos)</b>	4
	<b>Type of Shelves</b>	Adjustable
	<b>Locker Provided</b>	Yes
	<b>Locking System with the locker</b>	YES
	<b>Number of Doors (Nos)</b>	2
	<b>Door Stiffner upto full door height Provided with the almirah doors</b>	No
	<b>Number of Hinges with each door (Nos) - No hinges if having sliding door with top hanging arrangement</b>	3
	<b>Number of Glass Sheet fixed in each Almirah door (Nos)</b>	N.A

Specification	Specification Name	Bid Requirement (Allowed Values)
	<b>Construction</b>	Knocked Down To Be Assembled At Consignee Site By The Seller
	<b>Lock</b>	Three Way bolting device controlled by 6 lever lock
DIMENSION	<b>Height (Without Pedestal) (in mm) (+/- 10 mm)</b>	1855
	<b>Width (+/- 7 mm)</b>	910.0
	<b>Depth (+/- 5 mm)</b>	486.0
	<b>Inside Height of Locker (+/- 5 mm)</b>	290 mm
	<b>Inside Width of Locker (+/- 5 mm)</b>	380 mm
	<b>Inside Depth of Locker (+/- 5 mm)</b>	430 mm
	<b>Width of Stiffner (+/- 5 mm)</b>	125 mm
	<b>Thickness of MS Sheet of Stiffner</b>	0.6 mm
	<b>Stiffened Pedestal height in mm (±2 mm)</b>	125
	<b>Pedestal Width in mm (±2 mm)</b>	80
COLOUR & FINISH	<b>Finish</b>	powder coated
WARRANTY	<b>WARANTEE PERIOD IN NUMBER OF YEARS</b>	1

#### Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Nagaraj .T.R.	670562,NATIONAL INSTITUTE OF FASHION TECHNOLOGY, NIFT CAMPUS, DHARMASALA, OPP. GOVT. ENGINEERING COLLEGE, MANGATTUPARAMBA, KANNUR - 670562 KERALA	90	45

#### Buyer Added Bid Specific Terms and Conditions

**1. Generic**

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 %.

**2. Generic**

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.

**3. Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

**4. Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

**5. Generic**

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.

**6. 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.

**7. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

**8. Turnover**

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

**9. OEM**

IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a

registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

#### 10. **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.

#### 11. **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.

#### 12. **Service & Support**

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

#### 13. **Service & Support**

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

#### 14. **Warranty**

Warranty period of the supplied products shall be 1 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.

#### 15. **Warranty**

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.

#### 16. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address National Institute of Fashion Technology, kannur NIFT Campus, Dharmashala Kanool (P.O), Near Govt. Engineering College Ladies Hostel Kannur Kerala - 670 562.

#### 17. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of The Director, National Institute of Fashion Technology, Kannur A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledger. For release of EMD, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy / proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 18. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of National Institute of Fashion Technology, kannur payable at Kannur, Kerala. 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.

#### 19. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of National Institute of Fashion Technology payable at kannur, Kerala. 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.

#### 20. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name National Institute of Fashion Technology, kannur Account No. 361702050000123 IFSC Code UBIN0536172 Bank Name Union Bank of India Branch address Fort Road, Cannanore - 670001. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

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

Buyer Added text based ATC clauses

1. The successful bidder shall execute an agreement in Kerala non-judicial stamp paper of value of **Rs.200/-** (Rupees Two Hundred only) agreeing to abide by all the terms and conditions mentioned therein and for the due fulfillment of the contract, within seven days from the date of issue of purchase order. The expenses incidental to the execution of agreement shall be borne by the successful bidder. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the right of NIFT Kannur to recover any consequential loss from the successful tenderer.
2. **Warranty:** The bidder shall provide warranty/guarantee for all items supplied, to be free from poor/defective workmanship or materials for a minimum period of one years from the date of completion of satisfactory installation of all the ordered quantity. If the items supplied are found defective/reported malfunctioning during the guarantee period such defective item/malfunctioning shall be replaced/rectified by the supplier free of cost to NIFT. The

replacement/malfunctioning shall have to be carried out within seven days of the date of intimation from NIFT so that smooth conduct of academic session is not affected. Delay in replacement of damaged parts or rectification of malfunctioning will be treated as breach of contract. Period of guarantee/warranty shall be specified in the tender.

3. **Jurisdiction:** In case of any dispute the Jurisdiction of Court will be Kannur, Kerala. In the case of disputes raised by the supplier, a representation will be made only by the supplier or the authorized representative of the supplier and the decision of the Director NIFT Kannur will be binding on the supplier.
4. **Interpretation of Clauses:** In case of ambiguity in the interpretation of any of the clauses in the tender/contract document, the Tendering authority's interpretation of the clause shall be final and binding the Agency.
5. Bidder can also submit the EMD and PBG in the form of Insurance Surety Bonds.
6. Bidder has to submit the specification catalog along with the bid document.

22. **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.

23. **Past Project Experience**

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.

24. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name National Institute of Fashion Technology, kannur Account No. 361702050000123 IFSC Code UBIN05361172 Bank Name Union Bank of India Branch address Fort Road, Cannanore - 670 001. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

25. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of The Director, National Institute of Fashion Technology, Kannur, kerala A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

26. **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 National Institute of

Fashion Technology payable at kannur, Kerala. 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.

## 27. **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 7 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-imburse the cost of such service / rectification to the Buyer.

## 28. **Sample Clause**

After award of contract – Successful Bidder shall have to get advance sample approved from buyer before bulk manufacturing / starting bulk supplies. Successful Bidder shall submit 1 samples for Buyer's approval, within 5 days of award of contract. Buyer shall, as per contract specifications framework, either approve the advance sample or will provide complete list of modification required in the sample within 5 days of receipt of advance sample. Seller shall be required to ensure supply as per approved sample with modifications as communicated by Buyer. If there is delay from buyer side in approval of advance sample – the delivery period shall be refixed without LD for the period of delay in sample approval. In case, the sample is found to have major deviations / not conforming to the Contract specifications, the buyer at its discretion may call for fresh samples for approval before allowing bulk supplies or may terminate the contract after notifying the deviations to the seller.

Unless otherwise provided in the contract, all samples required for test shall be supplied by the contractor free of cost. Where under the contract, the contractor is required to submit an advance sample, any expenses incurred by the contractor on or in connection with the production of stores in bulk, before the sample has been approved unconditionally shall be borne by the Seller and he shall not claim any compensation in the event of such sample being found unacceptable by the Buyer / Consignee.

## **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. 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](#)

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---**