

SECTION – IV

TERMS AND CONDITIONS

1. The time for the date of delivery/ dispatch stipulated in work order shall be deemed to be essence of the contract and if the bidder fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract. The Competent Authority of BIRAC may also cancel the supply and will be at liberty to make purchase through other sources. In such a case, performance guarantee of the supplier may also be presented for encashment.
2. Performance guarantee - The Bidder whose bid is accepted, will be required to furnish a Performance Guarantee of 5 % (Five Percent) of the bid amount along with the acceptance of the work order issued by BIRAC. This guarantee shall be in the form of Deposit at call receipt of any scheduled bank / Banker's cheque of any scheduled bank / Demand draft of any scheduled bank / Pay order of any scheduled bank.
3. In case the quality of goods supplied are not in conformity with the standard given in bid and as per the samples supplied or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier and will be replaced with the bid quality goods, without any delay. The competent authority of BIRAC reserves all rights to reject the goods if the same are not found in accordance with the required description / specifications either liquidated damages shall be charged or the performance guarantee can be invoked.
4. Any failure or omission to carry out the provisions of this supply by the supplier due to act of God which shall include all acts of natural calamities from civil strikes compliance with any status and or requisitions of the Government lockout and Strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state of incarceration should be notified by either party to the other side within two weeks from the date of occurrence of such an event which could be attributed to force majeure.
5. The installation would be considered as completed on proper functioning of all hardware equipment and software; otherwise service person would be responsible for proper functioning of hardware and software.
6. All damaged or unapproved goods shall be returned at the bidder risk and cost and the incidental expenditure thereupon shall be recovered from the concerned party.
7. Packing list must be put in all packages.
8. The Company shall be liable to indemnify BIRAC in all respects and meet and pay off the litigation expenses and all the liabilities including damages, sums etc. arising as a consequence of negligence, deficiencies, mistakes, lapses, delays etc. in the execution of the work and the services provided.

9. The company should ensure quick back up response in case of equipment failure which should be replaced if needed within 24 hours of the distress call.
10. Governing terms: The present work shall be governed by the terms of the invitation for Bids cited above and the specific **Work Order** that will be issued by BIRAC to the successful bidder.
11. Governing Law and jurisdiction – the present work shall be governed by the laws of India and subject to exclusive jurisdiction of the courts located at Delhi.
12. **Payment Schedule-** The terms of payment in case of indigenous machinery/equipment shall be:
 - a) 50% of the total price of the IT hardware/software will be paid as advance on successful delivery of product in the recipient organization (BIRAC)
 - b) 25% of the remaining price of the IT software/hardware will be paid against invoice and successful installation of hardware equipment in good condition.
 - c) Final 25% remaining amount will be paid after successful commissioning of the equipment, demonstration of satisfactory performance of IT hardware/software and on certification by concerned authority of BIRAC to that effect.