

7. TERMS AND CONDITIONS

1. The time for the date of acceptance of work order shall be deemed to be the start date for the present procurement.
2. 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 be taken back by the bidder 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.
3. Any failure or omission to carry out the provisions of this supply by the bidder 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 bidder 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.
4. The installation would be considered as completed on verification of proper functioning of all hardware equipment and software at BIRAC.
5. All damaged or unapproved goods shall be returned at the bidder risk and cost and the incidental expenditure thereupon shall be borne by the Bidder.
6. The Bidder 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.
7. This bid document is not transferable.
8. The bid should inclusively indicate specifically the Basic Price only excluding taxes and other duties.
9. The bid should be submitted in the prescribed format.
10. The BIRAC reserves the right to reject all bids without assigning any reason whatsoever.
11. The bids will be opened on the date and the time indicated in the presence of bidders if any, present on the occasion.
12. Printed conditions of the bidders sent along with the quotation or pre-emptive conditions, if any, shall not be binding on BIRAC.

13. Payment of bill will be made through NEFT/Account payee cheque drawn on completion of the works as per terms and conditions of present bid. The decision to purchase each item is taken independent of other items quoted by the bidder. It is not binding on the BIRAC to purchase all the items quoted by any particular bidder.
14. Installation of Hardwares /Softwares should be carried out as directed by BIRAC.
15. The bidder should ensure quick back up response in case of equipment failure which should be replaced if needed within 24 hours of the distress call.
16. **Payment Terms** :The payment will be made 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.
17. 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.
18. **AWARD AND GOVERNING TERMS** : Work Order shall be issued to the successful vendor and the terms and conditions of the work order shall be binding on the vendor for all purpose and intend of contract for a period of two years from the date of acceptance of work order.
19. In case of any legal disputes, payments can be withheld till the dispute is settled. No interest shall be payable in case of such withheld amounts.
20. **CONFIDENTIALLY CLAUSE**: The Parties, undertake to maintain strict confidentiality and refrain from disclosure thereof, of all or any part of the information and data exchanged/generated from the Process under this bid for any purpose other than in accordance with this bid. It shall be the responsibility of both the Parties to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in related activities.
21. **WAIVER AND ASSIGNMENT** : Any waiver by the BIRAC of a breach of any provision shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. The bidder shall not have the right to assign the rights or obligations to any third party without the prior written consent of BIRAC.
22. **DISPUTE RESOLUTION** : In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this bid and its execution, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of the Managing Director, BIRAC.

