

## Bid Corrigendum

GEM/2023/B/3322243-C12

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. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address  
Department  
of  
Respiratory Medicine  
at  
IPGMER-SSKM Hospital  
.
2. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name  
West Bengal Medical Services Corporation Ltd.  
Account No.  
105605003391  
IFSC Code  
ICIC0001056  
Bank Name  
ICICI BANK  
Branch address  
BIDHANNAGAR, SALT LAKE, SECTOR-V  
.  
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.
3. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
4. 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. 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 %.
6. Buyer Added text based ATC clauses
  1. Bidders may have to arrange for a functional demonstration of the offered equipment during technical evaluation of the bids at Kolkata, West Bengal only, if desired by the Tender Inviting Authority (TIA).
  2. **EMD exemption will be as per FD Memo no. 375-F(Y), Dated 30<sup>th</sup> January, 2023.**
  3. **Experience Criteria:** Bidder should submit following documents of same / similar type of medical equipment in support of supplies made to Govt. hospitals or reputed private hospitals for the period of last three calendar years ending December 2022:

- Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility) of the same / similar type of medical equipment

OR

- Proof of payment against supply and installation of the same / similar type of medical equipment.
4. Bidder should mention the bid reference number along with the quoted make and model of the equipment in the OEM certificate and the certificate should be issued after publishing of the bid.
  5. Bidder should submit minimum average annual turnover for last 3(Three) financial years in letter head of chartered accountant with mentioning valid UDIN (Unique Document Identification Number). The data should submit in a table duly signed and stamped by chartered accountant.
  6. Availability of Service Centers: OEM / Bidder must have a Functional Service Centre in **Kolkata** and have capability of providing service as and when required.
  7. Successful bidder/OEM 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 & CMC period.

**8. Imposition of restrictions on bidder as per Memorandum bearing West Bengal Finance Department Memo No. 202-F(Y) Dated 18.01.2021 read with F.No.6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Government of India** where has been clearly mentioned that, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including sub-contracts and turnkey projects) only if the bidder is registered with the Competent Authority.

**9. Liquidated Damages for Delayed Delivery/ Delayed setting up of Services:**

The percentage of 0.5% of the Invoice Price for each week or part thereof for each week or part thereof of delay until actual delivery or performance upto a maximum deduction of 5% of the Invoice price.

**10. Earnest Money Deposit (EMD) (E)**

- Any bid not accompanied by a substantially responsive EMD in accordance with Instructions to Tenderers shall be rejected by WBMSCL as non-responsive.
- The EMD of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to Instructions to Tenderers.
- The EMD may be forfeited:
  - a) if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer on the Bid Submission Form, except as provided in Instructions to Tenderers; or
  - b) if the successful Tenderer fails to:
    - i. Sign the Contract in accordance with Instructions to Tenderers;
    - ii. Furnish a Performance Security in accordance with Instructions to Tenderers

11. Hard Copy of the uploaded document to be submitted upto 2 PM of 2 (Two) working days of bid closing date.

12. <https://ec.europa.eu/growth/toolsdatabases/nando/index.cfm?fuseaction=notifiedbody.main>

The medical equipment should be USFDA and / or European CE (4 digit European notified b

ody). The organization those are issued CE certificate should be enlisted in the above link. If any clarification required, the bidder should show us the document in the above link. The Quoted model name & make should be mentioned in the certificate.

13. **Pre-Bid Meeting** : Thursday , April 06 ; 12:00 Noon – 02:00 PM  
Physically presence of the bidders are mandatory at Conference Room of West Bengal Medical Services Corporation (WBMSC), at 2nd floor , Swasthya Sathi Building, Swasthya Bhawan , Kolkata – 700091

**Please ignore the GeM category Technical Specification and bidder should only consider the ATC Technical Specification**

<b>VIDEO BRONCHOSCOPE : (Flex)</b>	
<b>PARAMETER / FEATURE</b>	<b>THRESHOLD LIMIT / RANGE</b>
Outer diameter in mm	6.5 or less
Angulation up side in deg	180 or more
Angulation down side in deg	130 or more
Field of view in deg	120 or more
Depth of field in mm	3 or less
Working Length in mm	600 or more
Instrument channel diameter in mm	2.8 or more
HD LCD monitor size(diagonal) in inch	24 or more
Video Processor output for HDTV monitor (Aspect Ratio)	16:9 or 16:10
Online UPS with battery back up in minute	Minimum 30 minutes
<b>MUST HAVE SPECIFICATIONS</b>	
<b>Parameter / Feature</b>	<b>Yes</b>
Laptop with Screen Size 15 inch core i3 Processor , warranty 2 years and Laser Printer with soft	<b>Yes</b>

ware	
Recording Facility in USB Device	<b>Yes</b>
Should supply Disposable Biopsy Forceps: 15 nos.	<b>Yes</b>
Should be equipped with Optical Enhancement Technology	<b>Yes</b>
Light Source: LED with a facility of NBI/ spectral colour shift/ OE iscan with 300 W Xenon / FICE or 300 W Xenon / BLI ; additional 4 nos. (i.e. total of 5 nos.) of 300W Xenon lamp should be supplied	<b>Yes</b>
Should supply TBNA needles: 24 nos.	<b>Yes</b>
Reusable biopsy forceps: min 10 nos.	<b>Yes</b>
Should supply Cytology Brush: 20 nos.	<b>Yes</b>
Compact Trolley and storage cabinet for 4 scope must be supplied along with the system	<b>Yes</b>
Regular up gradation of software	<b>Yes</b>
Picture quality	<b>Should be HD quality</b>
<b>Standard &amp; SAFETY Certification</b>	
US FDA or European CE( 4digit notified body)	<b>Yes</b>

#### **Amendment-I**

#### **Revised Technical Specifications**

<b>VIDEO BRONCHOSCOPE : (Flex)</b>	
<b>PARAMETER / FEATURE</b>	<b>THRESHOLD LIMIT / RANGE</b>
Outer diameter in mm	6.5 or less
Angulation up side in deg	180 or more

Angulation down side in deg	130 or more
Field of view in deg	120 or more
Depth of field in mm	3 or less
Working Length in mm	600 or more
Instrument channel diameter in mm	2.8 or more
HD LCD monitor size(diagonal) in inch	24 or more
Video Processor output for HDTV monitor (Aspect Ratio)	16:9 or 16:10
Online UPS with battery back up in minute	Minimum 30 minutes
<b>MUST HAVE SPECIFICATIONS</b>	
<b>Parameter / Feature</b>	<b>Yes</b>
Laptop with Screen Size 15 inch core i3 Processor , warranty 2 years and Laser Printer with software	<b>Yes</b>
Recording Facility in USB Device	<b>Yes</b>
Should supply Disposable Biopsy Forceps : 200 nos.	<b>Yes</b>
Should be equipped with Optical Enhancement Technology	<b>Yes</b>
Light Source: LED with a facility of NBI/ spectral colour shift/ OE iscan with 300 W Xenon / BLI ; additional 4 nos. (i.e. total of 5 nos.) of 300W Xenon lamp should be supplied	<b>Yes</b>
Should supply TBNA needles: 24 nos.	<b>Yes</b>
Should supply Cytology Brush: 20 nos.	<b>Yes</b>
Compact Trolley and storage cabinet for 4 scope must be supplied along with the system	<b>Yes</b>
Regular up gradation of software	<b>Yes</b>
Picture quality	<b>Should be HD quality</b>
<b>Standard &amp; SAFETY Certification</b>	
US FDA or European CE( 4digit notified body)	<b>Yes</b>

14. Any wrong or misleading information provided by the Tenderer during submission of bids may lead to summary cancellation of bid, blacklisting in WBMSCL for at least 5 years and forfeiture of EMD.

**Service Uptime in Warranty**

- a. Working condition for a minimum period of 354 days out of a period of 365 days. (i.e. 97% Uptime).

- b. Call Log by E-mail/Phone.
- c. The response time to any fault should be not more than 6 hrs after call is logged.
- d. Maximum Downtime allowed without penalty: 72 hours.
- e. Time for rectification should not be more than 48 hours.
- f. Penalty beyond 72 hours downtime & if standby unit is not provided: The percentage of 0.5% of the invoice price of each week or part thereof, of delay unit actual delivery or performance up to a maximum deduction of 10% of the invoice price.
- g. The adequate Engineers to be deployed for attend the all break down call raise by the end user.

15. The Tenderer is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

16. A prospective Tenderer requiring any clarification of the Bidding Documents shall contact WBMSCL in writing at [procurement@wbmsc.gov.in](mailto:procurement@wbmsc.gov.in)

17. To give prospective Tenderers reasonable time in which to take an amendment into account in preparing their bids, WBMSCL may, at its discretion, extend the deadline for the submission of bids.

#### 18. **Cost of Bidding**

The Tenderer shall bear all costs associated with the preparation and submission of its bid.

#### 19. **Language of Bid**

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and WBMSCL, shall be written in the English language. Supporting documents and printed literature that are part of the Bid, if submitted in any other language provided they are accompanied by an accurate translation of the relevant passages into English and duly authenticated.

20. Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account.

21. The objective of this bid is to ensure supply of best quality equipment at the most competitive price. If at any stage of the bidding, including at the stage of financial evaluation, it appears that the tendered rate is artificially hiked or is much lower compared to the prevailing market price and available rates of similar or identical composition with the government, WBMSCL reserves the right to cancel the bids.

#### 22. **Confidentiality**

- Any effort by a Tenderer to influence WBMSCL in the examination, evaluation, comparison of the bids or contract award decisions may result in the rejection of its Bid.
- Notwithstanding Instructions to Tenderers from the time of bid opening to the time of Contract Award, if any Tenderer wishes to contact WBMSCL on any matter related to the bidding process, it should do so in writing.

23. THE DECISION OF THE WBMSCL AUTHORITY WILL BE FINAL AND BINDING IN THIS MATTER.

##### a) **Responsiveness of Bids**

- WBMSCL's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
  - i. Affects in any substantial way the scope, quality, or performance of the goods and related services specified in the Contract;

or

ii. Limits in any substantial way, inconsistent with the Bidding Documents, WBMSCL's rights or the Tenderer's obligations under the Contract;

or

iii. If rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive bids.

**b) WBMSCL considers material deviation to include but not to be limited to the following situations:**

a. During technical evaluation of bids (verification of formal criteria):

- Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount or validity period.
- Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature in the key portions of the bid form,
- The Tenderer does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc.
- Specifications of the item quoted vary in one or more significant respect(s) from the minimum required Technical Specifications.

**24. Domestic Preference**

Companies based and manufacturing in India shall not be a factor in bid evaluation.

**25. Financial evaluation**

The financial bids of only those bidders who qualify in the technical bids will be opened.

**26. WBMSCL's Right to Accept Any Bid and to Reject Any or All Bids**

WBMSCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Tenderers.

**27. Award Criteria**

- In the event of a Contract award, WBMSCL shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
- Before the award of Contract, WBMSCL may inspect the manufacturing facilities of the lowest evaluated responsive Tenderer to assess his capability to successfully perform the Contract as per the terms and conditions specified in the document.

**28. Publication of Award of Contract**

WBMSCL shall publish the Award of Contract in GEM portal.

**29. Signing of Contract**

- Prior to the expiry of the period of bid validity, WBMSCL shall issue Award of Contract (AOC). The draft agreement will be sent to the successful Tenderer along with the AOC and Special Conditions for Goods, if any.
- Within 14 (fourteen) days of receipt of the AOC, the successful Tenderer shall sign and return the agreement to WBMSCL along with the required value of Performance Security in full as decided by WBMSCL.

30. Failure of the successful Tenderer to submit the Performance Security and sign the agreement

within 14 (fourteen) days of issue of AOC shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

31. The following penalties shall be imposed against offences mentioned against each:

Nature of offence	Penalty to be imposed
Any wrong or misleading information provided by the Tenderer during submission of bids	a. Forfeiture of EMD b. May lead to blacklisting in FIRST PARTY for at least 5 years
Non execution of agreement within 14 working days of issue of AOC	a. Forfeiture of EMD b. Blacklisting for 5 years in FIRST PARTY c. Blacklisting to be circulated to all procurement agencies throughout the country
Supplying refurbished goods instead of new Breach of Agreement	a. Termination of Contract. b. Blacklisting for 5 years. c. Blacklisting to be circulated to all procurement agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee.

32. **COURT OF LAW:**

In case of any dispute in between the parties, the matter will be settled in appropriate Court of Law within Kolkata Jurisdiction

33. **INSPECTION OF THE GOODS:**

- All goods may be subjected to inspection and testing by FIRST PARTY or its designated representatives at all times and places including the period of manufacture and in any event prior to final acceptance by FIRST PARTY.
- Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the SECOND PARTY of any of its warranties or the performance of any obligations under the Contract.

34. **For goods supplied from within or outside India**

- a) For goods supplied from within or outside India, Purchaser retains the right to perform pre-shipment inspection at the manufacturer's premises and an independent quality control laboratory testing at its own cost.
- b) The Purchaser will retain the right to perform further inspections and quality testing at any time till the satisfactory installation of Goods, as it deems fit, at its own cost.

35. Should any inspected or tested goods fail to conform to the specifications, the purchaser shall reject them and the supplier shall replace the rejected goods free of cost to the purchaser, within a period of 30 (thirty) days of intimating such rejection

36. **REJECTION OF GOODS:**

Notwithstanding any other rights of, or remedies available to, FIRST PARTY under the Contract, in case any of the goods is defective or otherwise does not conform to the specifications or other requirements of the Contract, FIRST PARTY may, at its sole option, reject or refuse to accept the goods and the SECOND PARTY agrees promptly to replace the goods with goods of equal or better quality.

37. End of Life of the Equipment should not be less than 10 years.

### 38. **Fraud and Corruption**

· It is WBMSCL policy to require that Tenderers, suppliers and contractors and their subcontractors under WBMSCL contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, WBMSCL:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. Bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;

ii. Extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;

iii. Fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of WBMSCL or other participants;

iv. Collusion is the agreement between Tenderers designed to result in bids at artificial prices that are not competitive.

b. Will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;

c. Will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a WBMSCL registered Vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;

d. Will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;

e. Will normally requires a WBMSCL vendor to allow WBMSCL, or any person that WBMSCL may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

· Any vendor participating in WBMSCL's procurement activities, shall facilitate to WBMSCL personnel upon first request, all documents, records and other elements needed by WBMSCL to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from WBMSCL vendor roster and may lead to suspension following review by WBMSCL Vendor Review Committee.

· It is required that Vendors, their subsidiaries, agents, intermediaries and principals cooperate with WBMSCL Internal Audit Group as well as with other investigations authorized by WBMSCL or by the Government of West Bengal or the Central Government as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow WBMSCL to repudiate and terminate the contract and to debar and remove the supplier from WBMSCL's list of registered vendors.

39. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 10 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period (10years = 5years+5years CAMC) this period.

40. **Comprehensive Maintenance Contract (CMC):** The selected bidder shall enter into CMC after expiry of warranty and CMC should include the following:

a) The equipment including all other accessories, ancillaries and whole turnkey work as given in the specifications of the equipment including UPS, UPS Battery, AC machines and furniture etc.

b) Bidders must enter in to the CMC with WBMSCL directly / third party as authorized by H&F W Dept/ WBMSCL etc. Bidder must accept the same CMC rate, if the CMC is offered by the

third party/WBMSCL then no escalation, no extra cost will be provided. If any bidder failed to execute the CMC with WBMSCL or third party (as authorized by WBMSCL or H&FW Department), WBMSCL may initiate legal action against the selected bidder. The selected bidder may be debarred to participate in the future tender

- c) The execution of CMC of any equipment will be at sole discretion of the WBMSCL management.
- d) As per tender terms and condition third party items should be included within the CMC rate.
- e) **Breakdown Calls:** as many numbers as may be required to attend to resolve the complaint lodged by the end-users.
- f) **Preventive Maintenance:** The selected bidder should attend periodic planned preventive maintenances in the following manner:

Equipments	Mandatory preventive Maintenance Service (PMS) visit per year		Remarks
	Warranty	CMC	
<b>Video Fiberoptic Bronchoscope</b>	<b>3</b>	<b>3</b>	1. Supplier/ authorised service provider must attend all breakdown calls during warranty / CMC period. 2. The supplier should provide Preventive Maintenance Services (PMS) yearly / bi - yearly / quarterly in equal interval to fulfill the minimum number of mandatory PMS as recommended in the previous column during warranty / CMC period. 3. The preventive maintenance includes testing & calibration as per technical / service / operational manual, spares, all software updates and labour.

- g) The cost for Year wise CMC charges after completion of **2(two) years warranty** in percentage of the sum of quoted price of the equipment in the BOQ to be paid to the selected bidder(s) in the following manner:

ITEM	CMC charges in percentage(%) for Year <b>3</b>	CMC charges in percentage(%) for Year <b>4</b>	CMC charges in percentage(%) for Year <b>5</b>	CMC charges in percentage(%) for Year <b>6</b>	CMC charges in percentage(%) for Year <b>7</b>
<b>Video Fiberoptic Bronchoscope</b>	3.0	3.25	3.50	3.75	4.0

- h) **Periodic Calibration:** The selected bidder will also undertake periodic calibrations as would be required for quality certification desired by the end-user facilities

7. Warranty period of the supplied products shall be 2 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.
8. 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.

9. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
10. 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.
11. 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.
12. Over and above the normal Warranty terms as per GeM GTC, the successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope  
All spare parts and labour  
(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)
13. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
14. 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  
West Bengal Medical Services Corporation Ltd.  
Account No.  
105605003391  
IFSC Code  
ICIC0001056  
Bank Name  
ICICI BANK  
Branch address  
BIDHANNAGAR, SALT LAKE, SECTOR-V  
. 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.
15. Scope of supply includes Training: Number of employees to be trained  
5  
, Place for Training  
at the consignee location  
and Duration of training  
2  
days.
16. 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.
17. 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 3 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.
18. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
19. 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.
20. 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.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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