



Bid Number: GEM/2022/B/274357

Dated: 03-12-202

### **Bid Corrigendum**

#### GEM/2022/B/2743578-C4

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

# **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 At West Bengal Public Health Laboratory Central Laboratory (Food), KMC, and Regional Food Testing Laboratory Siliguri..
- 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 Nar
  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 2 years residual market life i.e. the offered product shall not be declared end-of-life b the OEM before this period.
- 4. Buyer Added text based ATC clauses
- 1. 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. **Experience Criteria:** Bidder should submit following documents of same / similar type of laboratory equipment in support of supplies made to Govt. Hospitals/laboratories or reputed private hospitals/laboratorie for the period of last three calendar years ending December 2021:
  - Proof of installation (Installation certificate / Service report duly signed by the hospital / laboratory/healthcare facility) of the same / similar type of laboratory equipment

OF

- Proof of payment against supply and installation of the same / similar type of laboratory equipment.
- 3. 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 to bidder from OEM after publishing of the bid.
- 4. 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 be submitted in a table duly signed and stamped by chartered accountant.
- 5. Preference for S.S.I. units registered in West Bengal & PSUs in West Bengal:

In addition to all other terms and conditions as stated herein, the relevant provision of memo no.

10500F dated 19.11.2004 with subsequent amendments issued by Finance Department; Govt. of We Bengal shall also apply.

EMD Exemption of other State MSME allowed.

EMD Exemption of Bidders having Annual Turnover of Rs 500 crore and above allowed.

EMD Exemption of Bidders having credentials verified through the process of Vendor Assessment by Vendor Assessment agencies for the Primary product/primary service for which bid has been invited is allowed.

- **6.** Availability of Service Centers: OEM / Bidder must have a Functional Service Centre in **Kolkata** and have capability of providing service throughout West Bengal.
- 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 period
- **8.** As many as number required, end user training must be provided within the warranty period without any charges.
- 9. Imposition of restrictions on bidder as per Memorandum bearing West Bengal Financ 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.

### .10. <u>Service Uptime in Warranty</u>

- 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 7% of the invoice price.
- g. The adequate Engineers to be deployed for attend the all break down call raise by the end user.
- **11. Pre-Bid Meeting**: Friday, November 25; 12:00 Noon 4:00 PM Physically presence of the bidders are mandatory at Board Room of West Bengal Medical Services Corporation (WBMSC), at 2nd floor, Swasthya Sathi Building, Swasthya Bhawan, Kolkata 700091

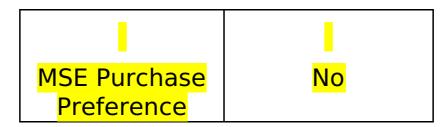
The cost for Year wise CMC charges after completion of 3 (Three) years warranty in percentage of th

sum of quoted price of the equipment bided by the selected bidder(s) in the following manner:-

ITEM	CMC charges				
NAME	in	in	in	in	in
	percentage(%)	percentage(%)	percentage(%)	percentage(%)	percentage(%)
	for Year 4	for Year 5	for Year 6	for Year 7	for Year 8
Atomic Absorption Spectrometer with Graphite furnace	3.00	3.50	4.00	4.50	5.00

# **AMENDMENT I**

# In page 2 of Bid Document MSE Purchase Preference



# Amendment II Revised Technical Specifications Atomic Absorption Spectrometer with Graphite furnace

**Application:** Atomic Absorption Spectroscopy (AAS) is used for quantitative and qualitative analysis of various metals in variety of food and water samples at the picogram level. It measures the amount of particular wavelength of light absorbed by the element to promote electrons from one energy level to another, higher, energy level. It typically consists of a 'light source' which emits specific wavelengths of light that are ideally only absorbable by the analyfe; an 'atom cell or atomizer' which convert the samples into gaseous atoms; a 'detection system' that serves to isolate and quantity the wavelengths of interest and a computer system to control instrument operation and collect and

process data.				
Specification	Requirement			
General	Fully Automated Computer controlled Integrated (graphite furnace and flame) Atomic Absorption Spectrometer with Flame (Air Acetylene and nitrous oxideacetylene) and Graphite Tube Atomizer Chiller / Water circulating unit, with Auto samplers and Flame with 100 or more vial positions.			
Wave length range	185-900 nm or belter			
Sensitivity	At least 0.9 A for 5µg/ml aqueous copper standard solution with air - acetylene flame			
Optics	A true Dual Beam dual-blazed / holographic Czerny turner Monochromator / fibre optic technology/ or equivalent technology Focal length: at least 250 mm focal length Resolution: 1800 lines / mm Width: Automatic bandwidth of 0.2 to 2.0 nm			
Detector	Photomultiplier Tubes (PMT) or Solid- State Detector			
Sensitivity	At least 0.9 absorbance with the precision of <0.5% RSD from 5 second integrations for 5 ppm Cu standard, or equivalent sensitivity (i.e. 0.3 absorbance with <0.5 % RSD from 5 second integrations for 2 pprn Cu standard)			
Flame Atomizer	<ul> <li>All coded titanium or equivalent burner with impact bead / Flow spoiler, premix Design</li> <li>Movement: Permanently aligned or Automatic movement into the sample compartment</li> <li>Affect from Acids /Organic solvent: Unaffected from attacks by acid solution or organic solvents</li> <li>Flame Alignment in liquid beam Fully automatic, optimized with motorized burner mount for vertical and/or horizontal</li> <li>burner adjustment</li> </ul>			
Nebulizer	High precision able to provide manually adjustable uptake rates material of the nebulizer and related			

	Venturi should be inert to
Flame and Gas Controls	controlled ignition/3 stage safety control ignition.  Gas Control: Fully Computer controlled with oxidant and fuel gases monitoring to monitor constant fuel / oxidant ration ignition Safety Function Interlocking system to prevent ignition Essential Interlock Monitor Burner type as well as its presence in position" air selector, flame sensor, liquid trap level, gas supply pressure and air supply anywhere in the network of gas tubing in the system.  Automatic Lamp Selection Function Computer controlled Hollow Cathode Lamp selection and alignment
Lamp Holder	At least 8 lamp holders with built in power supplies for Hollow Cathode lamps/ Boosted Hollow Cathode lamps/ Super Lamps/ Ultra Lamps and Electrode - less discharge lamps or equivalent, integrated RFID tool or with a provision for automatic aligning turret with computer controlled lamp selection for both flame and furnace
Auto samplers	Dedicated & Permanently aligned Auto sampler for GTA. Dedicated Auto sampler for Flame and VGA Units with 100 or more vial positions each. Should have Sample rack for vials & supplied with two sets oi sample vials
Operating Parameter setting	Automatic Setting
Read Out/Display	For absorbance as well as concentration, Display of errors or error codes, absorbance range at least up to 2.0 Abs.
Scale Expansion	Scale expansion at least up to 100x
Integration time	Integration time should cover at least 3 to 50 seconds range
Measurement	Measurements of mean, RSD and CV, Background only mode, integration of peak height and peak areas
Accessories/ Spares	All accessories with Flame AA System
Vapour	Should be continuous flow-based

Generation Assembly:	hydride / mercury vapour generator to be used with a programmable auto sampler
Precision	Better than or at least lo/o at ppb levels of mercury, arsenic etc.
Mercury amalgamation	Mercury amalgamation unit
Absorption Cell	The absorption cell's material should have no effect of the high heat of the flame and the cell for the analysis of mercury should be of a closed cell design
Flame Arrester	Flame arrester should be provided, if applicable in the tube which connects the assembly to the absorption cell
Cell Design holder	The design of the cell holder should give a firm and easily adjustable (for alignment) mounting on the burner head.
System accessories	Complete with necessary reagent bottles, connectors etc.
Hollow Cathode Lamps	Hollow cathode lamps. One lamp each for the elements: Arsenic, Antimony, Boron, Calcium, Chromium, Cobalt. Copper, Iron, 19 Nickel, Lead, Manganese, Mercury, Selenium, Tin, Vanadium and Zinc. All lamps should be coded lamps only. Non coded lamps will not be acceptable. Equivalent coded lamps will also be acceptable.
Air Compressor with Oil Free Pump	An imported air compressor (oil free, noiseless air compressor with regulators air purifiers and moisture trap) with necessary tubing and connectors and should meet the air supply requirements of AAS operation  Oil- free pump and moisture trap Corrosion Resistant to acidic vapor and the drain value (if any) should be made of stainless steel of equivalent
Nitrous oxide gas regulator	corrosion resistant material  Nitrous oxide gas regulator (two stages) with heater, with Necessary tubing and connectors.  Transformer if necessary should be provided to transform this Supply to the requirements of the heater.  The heater should work on 230±10volts 50 Hz AC power supply.
Acetylene Gas	Acetylene gas regulator (two stage) two in numbers with necessary

regulator	tubing and connectors		
Nitrogen or Argon Gas regulator	Nitrogen or Argon regulator (two stage) two in numbers with necessary tubing and connectors		
Graphite Furnace System	Graphite Tube: Atomizer Should be computer controlled fully enclosed graphite tube system consisting of stabilized temperature / total pyrolytic graphite plate form,/wall atomization. The system should also be equipped with an integrated graphite furnace camera for easy auto sampler tip alignment and real time viewing of the process happening in graphite furnace.		
Background correction technology	The system should be fitted with D2 background correction for flame technique and Zeeman background correction having sufficient magnetic power for handling complicated food matrix for furnace technique		
Gas Supplies	Provision of two gas supplies (program selectable) with independent control over the gas supply through the furnace		
Heating Rate	Heating rate of at least 2000 <sup>0</sup> C per second		
Temperature Range	Temperature range ambient to 2600 <sup>0</sup> C or more in 10 <sup>0</sup> C increments		
Feedback system	Feedback system for furnace temperature control, interlocks for water, gas, temperature, furnace door, graphite tube damage and mains power		
Temperature Programming	At least 8-10 steps temperature programming facility with flexibility of program selection, ramp time, gases, gas flow and read trigger for 20 each temperature step		
Furnace Control:	Computer controlled with appropriate provision for print out of the furnace and sample parameters		
	Calibration data / graphs, temperature profiles, signal		

Display	graphics		
	and the instrument status onscreen		
Memory:	Memory should be able to store at least ten nonvolatile Programs		
Cooling Water Recirculation Unit	An imported recirculating water chiller unit of appropriate capacity. No discharge of water from this water circulation unit		
Data work station			
Standards	calibration failure  Standards: NIST traceable standards for each element separately100ml (1000 ppm) Arsenic, Antimony, Boron, Calcium, Chromium, Cobalt, Copper, Iron, Nickel, Lead, Manganese, Mercury, Selenium, Tin, Vanadium and Zinc		
	Make: Reputed brand such as HP/ Lenevo / Dell Processor: Intel core i5 processor		

Computer system:	3.00 GHz or highest version RAM: 16 GB or more HDD 1 TB Monitor: 24" LCD Flat Colour Ports: 2 serial, I parallel and 2 USB front 6 rear USB2 PS/2 Port I VGA integrated Port 1 line in/out port Key Board: 104 keys Mouse: Optical mouse with pad Graphics: Integrated graphics Sound: Stereo speakers Printer IIP Laser jet Duplex-Printer 1200 x 1200 dpi 12 PPM black
Operation software	Preloaded Windows of most recent version of operating system with License MS Office Most recent licensed version with media, manual Preloaded Antivirus with latest version along with License
Additional items	<ul> <li>Operation Kit:         Manufacturers Standard         Operation Kit including all         required items, tubing,         fittings for startup / regular         operation of instrument.</li> <li>Operation / maintenance:         Manual Operation /         maintenance Manual for         each unit Analytical manual     </li> <li>Analytical manual:         including applications for         flame, VGA and graphite         system Service Manual     </li> <li>Service manual: with one         set of required tools for         each system / unit     </li> <li>Trouble Shooting Charts,         Spare parts Catalogue,         Application Notes for trace         metal analysis in food and         water samples     </li> <li>Dust Cover One for each         unit     </li> <li>Consumables required are         i) graphite furnace 20         pieces     </li> <li>ii) Auto Sampler         samples vials 500         pieces     </li> <li>Furnace Atomizer and Auto</li> </ul>

samplers				
Supplier/ Manufacturer	Must be ISO certified for quality			
Recommendations or Warnings	Any warning signs would be adequately displayed			
Warranty	2(Two) years after satisfactory installation and working excluding consumable parts and accessories.  Should carry out yearly PM with at least one PM kit within warranty period.			
Training	The supplier will have to carry out successful Installation at the laboratory premises (where ever the system has to be installed) and provide on-site comprehensive training for a minimum of two scientific personnel operating the system till customer satisfaction			
List of Spares and Accessories	List of all spares and accessories (including minor) with part numbers and price, required for maintenance and repairs in future after guarantee/warranty period should be attached			
UPS	Suitable online 15KVA UPS with backup time 30 mins. as required for functioning of the equipment			
Quality Requirement	Should be compliant with the requirements of FDA/CE/BIS Electrical safety conforms to the standards for electrical safety IEC 60601- General requirements (or equivalent BIS Standard) Electrical Safety conforms to EN 61010-I:2016/6II0II/IEC6I0I0-2-40 Should have necessary certification for safety and quality standards from national/international bodies Electromagnetic compatibility as per 61326-I			

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IQ/PQ/OQ	प्रिभि डेार्सेe IQ, OQ of instrument along with document to be provided & supplier to assist till satisfactory PQ of instrument
After sales service/ Post warranty	<ul> <li>Contact details of manufacturer, supplier and local service agent to be provided, including toll free/Landline Number;</li> <li>Should have a good after sales service/technical support capable of reaching at short notice the places where instrument is installed.</li> <li>Visits and unlimited breakdown calls by service / application support, engineers should attend immediately without fail.</li> </ul>
Compliance statement	The quote should also include a compliance statement vis-a-vis Specifications in a "tabular form" clearly stating the compliance and giving justification if any supported by technical literature. This statement must be signed, with the company seal, for its authenticity and acceptance that any incorrect or ambiguous information found submitted will result in disqualification.
Outage conditions	After 2(Two) years of warranty period; 5(five) years of CMC to be taken up by the supplier.  This would also include:  i. Preventive maintenance service: The seller will provide a minimum of two Preventive Maintenance Service visits during a year to the operating base to carry out functional checkups and minor adjustments/tuning as may be required.  ii. Breakdown Maintenance Service: In case of any breakdown of the equipment/system, on receiving a call from the buyer, the seller is to provide maintenance service to make the equipment/system serviceable.  iii. Response time: The response time of the seller should not exceed 48 hours from the time the breakdown intimation is provided by the Buyer.  iv. Serviceability of 90% per year is to be ensured. This amounts to total maximum

	downtime of 37 days per year Also un serviceability should not exceed 2 working days at one time. Required spares lo attain this serviceability may be stored at site by the seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime' Liquidated Damages' would be applicable for the delayed period.  V. Maximum repair turnaround time for equipment/system would be 3 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system
Payment	equipment/system Payment only after installation, validation and performance demonstration

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 bided by the selected bidder(s) in the following manner :-

ITEM NAME	CMC charges	CMC charges	CMC charges	CMC charges	CMC charges
	in	in	in	in	in
	percentage(%)	percentage(%)	percentage(%)	percentage(%)	percentage(%
	for Year 3	for Year 4	for Year 5	for Year 6	for Year 7
Atomic Absorption Spectrometer with Graphite furnace	3	3.50	4.00	4.50	5.00

# Form-A: Consignee Receipt Certificate (CRC)

(To be issued by consignee's authorized representative)

[The consignee may issue an additional challan receipt if delivered by courier or transporter]

Date of supply by the Company Person or Courier:	
Name and Address of the Consignee:	
Name of the item supplied (with Make & Model & Model No.):	
Purchase Order /Contract No.:	
Name of the Supplier:	
No. of Units supplied :	
No. Of Box supplied :	
Place of destination (The dept. where the equipment will be actually installed):	
Invoice No. & Date:	
Details of Batch /Serial Numbers, if any of item supplied:	
(Signature & Office Seal of authori with c	zed representative of Consignees
[Name and designation of the sign	,
(Signature & Office Seal of Head	of the Institute/Hospital with date)

[Name and designation	of the signatory to be	written capital letter]

## Form B: Satisfactory Installation Certificate (SIC)

(To be issued by the consignee after successful commissioning of equipment)

Bid Reference :

Award of Contract Reference :

Description of Equipment/Service :

Date of Commissioning :

Warranty up to :

This is to certify that the equipment(s) as detailed below has/have been received in good condition along with all the standard and special accessories, consumables, set of spares in accordance with the contract/technical specification of the equipment and site preparation including interiors as per bid document.

# Details of equipment, accessories, consumables, spares, etc.

SI	Description	Quantity	Serial No. / Part No.
1			
2			
3			
4			
5			

In case of space deficiency, another sheet with the same format can be annexed.

The supplier has also submitted the following,

- 1. Tools for maintenance
- 2. Detailed operation and maintenance manual both in hard and soft copy for each item of supply at each location

The proving test has been done to our entire satisfaction. The equipments, its accessories and ancillaries of the site preparation including interiors is functioning satisfactorily and faultlessly

Declaration by Unit Head (HOD/MO-IC/Others):	

Sticker designed by NHM is fitted with the equipment Yes No
Signature
with Stamp :
Name (in Block)

P.T.O.

The following operators/ end users have been trained to operate the equipment(s),

				<u> </u>	
SI	Name	Designation	Contact No	E-mail ID (In CAPS)	Signature
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					

12			
13			
14			
15			

In case of space deficiency, another sheet with the same format can be annexed.

Countersigned by the head of the institute / hospital:	
Signature	Signature of Unit Head: (HOD/MO-IC/Others)
Name	
Designation with stamp	Name (in Block):
Date	Designation with Stamp:

<sup>5.</sup> 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.

<sup>6.</sup> Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibilit 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 %.

<sup>7.</sup> Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

- 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. 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.
- 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 provid Comprehensive Warranty during the entire Standard warranty period as per contract. : The comprehensive warranty shall be covering the following scope All spare parts & 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 / interne 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 Nar 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. 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. 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.
- 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 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% c Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposi 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-imberse 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 Purchas Order on the Seller.
- 20. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screensh

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. Buyer organization is solely responsible for the impact of these clauses on the bidding proces 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 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 suc representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is also governed by the General Terms and Conditions

<sup>\*</sup>This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.