



Bid Number: GEM/2022/B/2759!

Dated: 05-12-20

#### **Bid Corrigendum**

#### GEM/2022/B/2759971-C5

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 V
  Bengal Medical Services Corporation Ltd Account No. 105605003391 IFSC Code ICIC0001056 Bank Name ICIC
  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 marl and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the Ol before this period.
- 4. 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. **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 privation hospitals/laboratories 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

OR

- 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). 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 the bid has been invited is allowed.

- **6.** Availability of Service Centers: OEM / Bidder must have a Functional Service Centre in **Kolkata** in 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 date 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 service or works (including sub-contracts and turnkey projects) only if the bidder is registered with the Competent Authority.

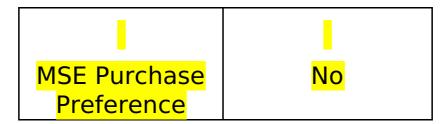
#### .10. <u>Service Uptime in Warranty</u>

- 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 2nd Floor Conference Room of West Bengal Medical Services Corporation (WBMSC), at 2nd floor, Swasthya Sathi Building, Swasthya Bhawan, Kolkata 700091
- 12. The cost for Year wise CMC charges after completion of 2(Two) years warranty in percentage of tl 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 3	for Year 4	for Year 5	for Year 6	for Year 7
LC- MSMS	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 Specification

<u>LC MSMS</u>			
SI no.	Specification		
1	LC-MS/MS A compact High resolution LC-MS/MS equipment for qualitative and quantitative estimation of food contaminants (Pesticides, Mycotoxins, antibiotics etc) residues analysis with user friendly software to meet the global food regulations like EU/USFDA/Japan/FSSAI, etc.		
1.1	Mass Stability 0.1 Da over 24 hours (please provide graphical data)		
1.2	Dynamic range Should be 6 orders of magnitude or better		

	Mass analyzer Quadruple Analyzer: Instrument should be configured with a quadruple mass filter for the efficient transmission of ions in MS mode and selection of precursor ions for MS-MS analysis		
1.3	The Quadruple mass range 20 - 2000 m/z or better		
	The Analyzer should have more than one aspect for the efficient ion separation with maximum resolution		
1.4	Sensitivity Lower detection and highest sensitivity ESI + Ion Sensitivity: The signal to noise ratio for 1 pg of reserpine should be >50,0000:1 or better, in MRM mode of reserpine at the transition m/z 609 - m/z 195 (Proof document/application note to be enclosed along with technical tender document).		
	ESI - Ion Sensitivity: The signal to noise ratio for 1 pg of chloramphenicol should be >50,0000:1 or better, in MRM mode of chloramphenicol at the transition m/z 321 - m/z 152 (Proof document/application note to be enclosed along with technical tended document).		
1.5	Scan speed Should have the scan speed of 15,000 amu per sec or Iboentitzeartion		
	Ionization		
1.6	Electrospray with Concentric Gas Flow for Nebulization to cover flow rates up to 2ml/min.		
	Multimode Ionization: ESI / APCI combined source: A combined ESI/APCI source mus be provided as standard with the instrument. ESI and APCI ionization must be achieved using a single probe. It should able to perform both ESI and APCI		
1.7	Source Interface Orthogonal off-axis spray (Electrospray) or any other equally efficient technology capable of avoiding interference from solvents and other extraneous matter. Interface should maintain cleanliness of ion optics and capable of handling large batches of complex samples. Capable of handling large batches of complex sample matrix like Animal feeds, Fis and fishery products, poultry and poultry products, Honey, Milk and Milk products, Agriculture products (Fruits & Vegetables) etc. over a long period of time without performance degradation Cleaning of source should be done without venting the system and facility to vacuum interlock. Interface capable of ambient temperature operation and without complex aperture to maintain structural integrity of thermally labile and fragile molecules.		
1.8	Integrated Fluidic Device (to minimize space and tubing)  An infusion device must be integral to the instrument or equivalent and must be controllable from the instrument software. At least 2 user- changeable sample vials		

	should be built into the system to allow tuning and calibration solutions to be infuse into the probe via the switching valve.
1.9	Polarity switching time  · +ve / -ve polarity switching time between alternate MRM scans should be 25 msec or better with supporting documents
1.10	Vacuum System  Robust high efficiency vacuum system with minimum maintenance and utility with low noise level.  Vacuum read backs must be digitally monitored and controlled through software to ensure fail-safe operation in the event of power failure.  All accessories required for the proper functioning of the vacuum system should be supplied.  Fore line pump: Oil free Scroll type pump with arrangements of AUTO- ON after Power auto age.  High vacuum pump must be Turbomolecular pump: 250 L/Sec or better
1.11	Gas Control  · All gases must be controlled by the software.
1.12	Operating modes  · Mass spectrometer should have the following scan options:  • Full scan  • Selected Ion monitoring/ recording (SIM/SIR)  • Product ion scan  • Precursor ion scan  • Neutral loss scan  • Multiple Reaction Monitoring (MRM)  • MS and MS/MS in a single injection with matrix background monitoring or equivalent. (Proof document /application note to be enclosed along with technical tender document with onsite verification)  • Simultaneous full scan and MRM or better (Optional)
1.13	<ul> <li>Detector</li> <li>A high sensitivity, high throughput detector with zero dead time, low noise and high accuracy at low level detections.</li> <li>An off-axis dynolite photomultiplier/Electron Multiplier detector.</li> <li>Detector must operate in both positive and negative ion modes.</li> <li>Capable of switching polarity.</li> <li>Should have a better long life. (Life time shall be furnished and the better one will be given preference during technical evaluation).</li> </ul>
1.14	Nitrogen Generator  · Should be supplied with the system along with the trouble free inbuilt compressor and appropriate capacity reservoir which should be sufficient enough to deliver the gases (purity > 99.999%) required to run the system.  · Should be complete with all necessary accessories with unlimited breakdown visit and at least one Preventive maintenance along with PM kit each year during warranty period .
	If CMC is done, during CMC period all spares, accessories and consumables, at lea one Preventive maintenance along with PM kit each year on yearly basis to be provided.

	Vacuum Manifold with compatible SPE Cartridges
1.15	<ul> <li>Minimum 10 cartridges extraction at one time.</li> <li>Minimum 1000 cartridges for different analytes i.e. pesticide residues, antibiotic residues etc</li> </ul>
2	High Performance Liquid Chromatography System  · List of column with Specification: a) C-18, 2.1×100 mm x 1.7 μm with suitable Guard column b) C-18, 2.1×150 mm x 1.7 μm with suitable Guard column c) C-18, 4.6 x 250 mm x 5 μm with suitable Guard column d) C-8, 4.6 x 250 mm x 5 μm with suitable Guard column e) Phenyl-Hexyl 2.1mmx 100x 3μm or equivalent HILIC column with Guard column · The complete system and the MS should be controlled by the single software · PUMP: Binary / Quarternery pump pressure handling capability. Operating flow range should be 0.010-2.0ml/min or better with 1μl increments · Autosampler: with 1 to 10 ul/min injection, minimum of 100 samples capacity. Capability to handle pressure range of 15000 psi or better · Column Oven: 30°C to 80°C, capability to accommodate a minimum of 1 or more columns of ≥ 15 cm. Temperature Stability: ±0.1°CTemp. Accuracy: ±0.5°C · DAD/PDA Detector: 190-700 nm, 80 Hz, Standard flow cell with flow cell of 1.0 ul obetter
3	Spares and accessories  LC-MS/MS startup kit should be supplied as standard.  All required traceable standards for Mass calibration and tuning, HPLC calibration should be provided  5μl, 10μl, 20μl, 50μl, 100μl loops, Vacuum pump oil, etc. and any other material required to make the instrument functional should be provided.  Standard Tool kit should be provided for Instrument maintenance  Reputed highly branded solvent filtration unit with pump and required accessories 02 no.s
	System Controller and Operating system  · Software must be Multitasking type. It must acquire and process the data simultaneously.  · Application manager must be compatible with data of full scan, SIM/SIR or MRM  · Data Acquisition, Peak Integration, Calibration, Quantification and QC
4	calculations must be fully automated.  The Quantification method editor must be viewable in page view or spreadsheet.  Application manager must allow to monitor the molecular ion and up to 04 (four)  Confirmatory ions or better.  Must be capable of performing the following functions and should be upgradable:  Workstation must be able to control the MS, acquire, store, process and reproduce the data by the same computer.  Workstation must be able to control LC, Detector and auto sampler.

• It must be able to regulate the gas pressure and flow during the data acquisition and append to the relevant data file. • Software must have automated calibration and Quantitative optimization. Automated MS to MS/MS switching during a single run with user selectable criteria • Perform alternating positive/negative scans in one run Automated Quantization and reporting of acquired samples. • Data may be processed as it is being acquired Calibration Standards to be supplied for two years: · Two sets each NIST or other traceable standards for all the Pesticides, Mycotoxins, antibiotics as per FSSAI requirement for analysis of at least milk, oils and cereals with a minimum expiry period of two years to be supplied with the instrument along with the requirements as per Annexure A and Annexure B 5 Or · supply of NIST or other traceable standards for all the Pesticides. Mycotoxins, antibiotics as per FSSAI requirement for analysis of at least milk, oils and cereals along with the requirements as per Annexure A and Annexure B with a validity of one year to be supplied every year up to 2 years. **PC** with Printer · Minimum Intel core i5/i7 /Equivalent processor, 2.0 GHz or more, 24" or more LCD/TFT Monitor, 2 TB HDD, DVD Read/Write, 16 GB RAM, 4 USB Port or higher 6 configuration for use with the above system to be provided. · Reputed Branded automatic back to back colour Laser jet printer should be provided **Power Supply** · The system should have UPS (minimum 10 KVA) of suitable rating with 7 voltage regulation, spike protection and minimum 60 minutes back up for the supplied equipment. Additional items · Bidders should quote a startup package for 100 samples. In addition, the bidders should give a list of recommended consumables along with their source and budgetary prices. · Operation kit comprising all required items for startup/regular operation of instrument. · Firm should also quote all essential pre-installation requirements and utility requirement for LC-MS/MS. · Operation and maintenance manual for each unit in both hard copy and soft 8 · Service manual with set of required tools for each system/unit. · The system should have Server connectivity and should be capable of 21 CFR Part 11 and food safety compliance. The necessary validations will have to be carried ou by the equipment suppliers. · Complete methods library with MRMs of Mycotoxins, Veterinary drugs, Pesticides, antibiotics with instrument method details and SOPs, related software's and user manuals to be provided.

	PLEASE PROVIDE MAINTENANCE CHART FOR ALL OF THE COMPONENTS IN LC-MS/MS SYSTEM.	
9	Operation and maintenance &Training Component  • The supplier will have to carry out successful installation at our laboratory premises (where ever the system has to be installed) and provide on – site comprehensive training for scientific personnel operating the system and support services till customer satisfaction with the system.	
10	IQ/OQ/PQ IQ/OQ/PQ of the system is required	
	Warranty · Standard Warranty of 24 months starting from date of satisfactory and faultless functioning of the equipment for 60 days at the respective laboratory premises. · Annual calibration of the equipment shall be a part of the warranty. It shall also be mandatory to perform calibration after every major repair/breakdown.	
11	At least one Preventive maintenance along with PM kit each year during warranty period  The supplier or his authorized agent should have after sales and service centre near each of our laboratory location where the equipment is to be supplied.  Current user's / performance list with contact details (Customer name, phone emaid etc) and date of installation to be provided (Minimum 5 installations of the model quoted)  Number and details of the service engineers has to be provided.  Onsite performance evaluation of the equipment will be carried out for those who qualify in the technical bid.	
	If CMC is done, during CMC period all spares, accessories and consumables, at leasone Preventive maintenance along with PM kit each year on yearly basis to be provided.	
12	Pre-installation requirements Provide all pre installation requirements	
13	Details of the 5 Installations of the quoted model	
14	Technical Compliance	

# **Annexure A**

Veterinary Drug residues/hormones	Reference standard	Internal Standard
Chloramphenicol	Chloramphenicol base	Deuterated Chloramphenic d5

Nitrofurans	1) Semicarbazide, 3-amino 2 oxazolidinone (AOZ), 2) 1-aminohydantoin, 3) 3-amino- 5-morpho linomethyl 2-oxazolidinon (AMOZ)e	
1.Tetracycline Hydrochloride (TC), 2) Oxytetracycline Hydrochloride (OTC) 3) Chlortetracycline Hydrochloride (CTC) and their epimers,		Nil
Sulphonamide	1. Sulfaquinoxaline (SQX) 2. Sulfathiazole (STZ) 3. Sulfacthoxypyridazine (SEP) 4. Sulfadiazine (SDZ) 5. Sulfadimethoxine (SDM) 6. Sulfachloropyridazine(SCP) 7. Sulfadoxine (SDX) 8. Sulfamethazine (SMZ) 9. Sulfamerazine (SMRZ) 10. Sulfamethoxazole (SMX) 11. Sulfisoxazole (SSXZ) 12.Sulfamethoxypyridazine(SMP) 13. Sulfamethizole (SMZL)	Sulfapyridine (SPY)
Quinolones	1. Flumequine (FLU), 2. oxolinic acid (OXO), 3. nalidixic acid (NAL), cinoxacin (CIN), piromidic acid (PIR) 6. nd pipemidic acid (PIP), marbofloxacin (MAR), norfloxacin (NOR), 9. ciprofloxacin (CIP), 10. lomefloxacin (LOM), 11. danofloxacin(DAN), 12. enrofloxacin (ENR), 13. sarfloxacin (SAR), 14. difloxacin (DIF), 15. ofloxacin (OFL), 16 enoxacin (ENO) 17. orbifloxacin (ORB)	
Nitroimidazoles	1. Metronidazole (MNZ), 2. Dimetridazole (DMZ), 3. Ronidazole (RNZ), 4. Ipronidazole (IPZ) andt 5. hydroxyl metabolites MNZ OH, 6. HMMNI and IPZ-OH, 7. Canidazole (CRZ), 8. Ornidazole (ONZ), 9. Ternidazole (TRZ) 10. Tinidazole (TNZ)	1. DMZ-d3, 2. RNZ-d3, 3. IPZ-d3 4. IPZ-Ohd
Oxytocin		

# **CRM FOR LCMSMS**

# **Annexure B**

	Product Name
С	2,4-D
С	Azoxystrobin
С	Benfuracarb
С	Bitertanol
С	Carbendazim
С	Carbofuran
С	Chlorantraniliprole
С	Chlorimuron-ethyl
С	Clodinafop-propargyl ester
С	Clothianidin
С	Difenoconazole
С	Epoxiconazole
С	Fenoxaprop-P-ethyl
С	Fenpropathrin
С	Flubendiamide

С	Flusilazole
С	Fluxapyroxad
С	GLYPHOSATE
С	Hexaconazole
С	Indoxacarb
С	Isoproturon
С	Kresoxim-methyl
С	Malathion
С	Mesosulfuron-methyl
С	Metalaxyl
С	Methabenzthiazuron
С	Metsulfuron-methyl
С	Oxyfluorfen
С	Paraquat dichloride
С	Pendimethalin
С	Phenthoate
С	Picoxystrobin
	Pirimiphos-methyl
С	i illimpilos metnyi

С	Proiconazole
С	Pyraclostrobin
С	Quinalphos
С	Spinosad
С	Tebuconazole
С	Thiacloprid
С	Thiamethoxam
С	Trichlorfon
С	Trifloxystrobin
С	Acetamiprid
С	Butachlor
С	Edifenphos
С	Flufenacet
С	Carfentrazone-ethyl

# 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 o [Name and designation of the sign	date)

(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 Plack)		
Name (in Block)		

P.T.O.

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

Name	Designation	Contact No	E-mail ID (In CAPS)	Signature
	Name	Name Designation	Name Designation Contact No	

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> Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibilit this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject the maximum of quoted GST %.

<sup>6.</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.

- 7. 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 technical parameters, the bid is liable for rejection.
- 9. 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. seller should guarantee the rectification of goods in case of any break down during the guarantee period. Sell 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 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 ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracter 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 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 / interner banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name W Bengal Medical Services Corporation Ltd. Account No. 105605003391 IFSC Code ICIC0001056 Bank Name ICI BANK Branch address BIDHANNAGAR, SALT LAKE, SECTOR-V. Successful Bidder to indicate Contract number a name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanr 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 / engine are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Time 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% ( Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposi 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 a 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 I document.
- 19. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy availal 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 GST portal confirming payment of GST.

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, 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 a 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 agains these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller with 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. Also, GeM does not permit collection of Tender fee / Auction fee 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 document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

This Bid is also governed by the General Terms and Conditions