Bid Number: GEM/2025/B/5889908
Dated: 06-02-2025

Bid Corrigendum

GEM/2025/B/5889908-C1

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. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
2. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
   department
   of
   Urology
   at
   I.P.G.M.E. & R and SSKM Hospital
   .
3. 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.
4. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
5. 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.
6. Buyer Added text based ATC clauses

   1 Bidders should arrange for an onsite functional demonstration of the offered equipment on the notified date at facility at Kolkata, West Bengal or at **Swasthya Bhavan**. The evaluation of th e spec indicator will be made based on the reports of the onsite functional demonstration of the e quipments. The onsite functional demonstration of the equipment is purely at the discretion of th e Technical Bid Evaluation Committee and its input shall be treated as only corroborative in natu re and will not be a substitute for technical evaluation of the document submitted along with the bid. The decision of the Technical Committee in this regard will be final.

   Bidder has to comply with all parameters of the technical specifications except deviation(s) which will be considered minor and acceptable by the team of Experts to be engaged by WBMSCL to ta

ke working / functional demonstration of the offered equipments.

2. **Experience Criteria:** Bidder should submit following documents of same / similar type of equipment in support of supplies made to Govt. Hospitals or reputed private hospitals for the period of last three calendar years ending December 2024:

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

OR

- Proof of payment against supply and installation of the same / similar type of equipme nt.

3. Bidder should mention the bid reference number along with the quoted make and model of the equipment in the OEM Authorization 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 lett er head of chartered accountant with mentioning valid UDIN (Unique Document Identification Nu mber). The data should be submitted in a table duly signed and stamped by chartered accountant .

5**. Exemption of EMD as per Memorandum bearing West Bengal Finance Department M emo No. 375-F(Y) Dated 30.01.2023** where has been clearly mentioned that, in order to get m ore participants and obtain better competition in procurement through GeM, it is decided to inclu de following categories of sellers / service providers, in addition to our existing provisions, for exe mption of EMD deposit in GeM:

i. All registered Micro and Small Enterprises being manufacturer of the Primary Product Category or Service Provider of the Primary Service Catego ry, whose credentials are validated online through Udyam / NSIC (National S mall Industries Corporation) database/ DIC (District Industries Corporation) database.

ii. Sellers of Primary Products/Primary Services having their credentials verified through the Vendor Assessment process in GeM.

iii. Sellers/ Service Provider having annual turnover of Rs 500 Crore or a bove.

iv. Sellers/ Service Providers of Primary Product Categories having BIS (Bureau of Indian Standards) certification.

6. Successful bidder/OEM will have to ensure that adequate number of dedicated technical serv ice 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.

7. As many as number required, end user training must be provided within the warranty period without any charges.

8. **Restrictions under Rule 144(xi) of the general Financial Rules(GFRs),2017:As per office memorandum from the Ministry of Finance, Govt. of India the following clause will be effective from dated- 08.02.2021** where has been clearly mentioned that, “in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with t

he competent Authority."

9. Bid Validity: 2(two) years from the date of Tender publication

10. **Price Validity:** 2(two) years from the date of Tender publication

11. WBMSCL's right to vary quantities:

WBMSCL reserves the right to increase the quantity in case of need / or to decrease the quantity of goods and related services initially specified in Bid Document and without any change in the unit prices or other terms and conditions of the Bid Documents.

Bidder must accept and agree to the fact that the bid and price will remain valid for a period of 2(two) years from the date of bid publication.

12. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 07 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

13. The medical equipment should have CDSCO Certificate/ Registration/ License for the manufacturer as applicable.

14. Pre-Bid Meeting : 04 th February (Tuesday); 2025: 02:00 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

-

15. Please consider the ePBG 10% instead of 5% as mentioned above.

16. EMD submitted in the form of BANK GUARANTEE will be rejected.

17. PENALTY FOR DEFAULT

Nature of offence	Penalty to be imposed
Any wrong or misleading information or forged document 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 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 / Low quality product in respect to the demonstrated one	a. Termination of Contract. b. Blacklisting for life. c. Blacklisting to be circulated to all procurement agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee. Lodging FIR.
Breach of Agreement	a. Termination of Contract. b. Blacklisting for life c. Blacklisting to be circulated to all procurement agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee e. Lodging FIR

–

17. EVALUATION OF SPEC INDICATOR

Bidder has to comply with technical specifications except deviation(s) which will be considered minor and acceptable by the Experts to be engaged by WBMSCL. Bidders may have to arrange for a functional demonstration of the offered equipment, if desired by the Tender Inviting Authority (TIA).

18. Participated bidders are requested to submit their Contact details, Email ID and Address in the additional documents section while submitting their bid documents in GeM portal. The details should be submitted in a letter head of the company with signature and stamp

19. Bidders are requested to ignore Technical Specifications given above in GeM category and consider only the specificatiom given below :-

Technical Specification

Low Temperature Hydrogen Peroxide Gas Plasma Sterilizer (150-160 ltrs)

1. Low temperature Hydrogen Peroxide gas Steriliser is for carrying out low temperature sterilisation using H202 vapour filling the steriliser chamber, contacting and sterilising exposed device surfaces. With cycle time lesser than alternative sterilisation forms and it involves. Suitable for sterilising heat-sensitive & moisture sensitive devices.
2. The sterilizer should use Low Temperature H_2O_2 Gas Plasma for sterilization with plasma energy generated inside the sterilization chamber. Declaration for this must be submitted by the OEM.
3. Sterilizer should have chamber temperature of less than 55-60°C at all the time during the cycle.
4. Sterilizer should have total chamber volume of 150-160 litres with 2 shelves. Shelf size should be minimum 64 cm depth so that telescopes can be sterilized easily. It should be able to sterilize 4 trays of size 24"(D)x 8 "(W)x2"(H)x in one cycle without stacking the trays, The chamber should be rectangular in shape.
5. The Steriliser chamber door should be pneumatically or electrically controlled door with complete safety protocol with multiple locking.
6. Microprocessor controlled system with clear user interface for control and display of cycle phases, parameters values and text messages. Steriliser has facility to completely monitor its operations

with audiovisual alarms and alarm history.

7. Sterilizer should have pre-programmed cycles without any room for human error due to manual programming; Long cycle time should not be more than 60 mins with fastest cycle less than 25 m inutes. There should be separate cycle for non-lumen/lumened/flexible endoscope.

8. The quoted model should be certified for sterilization of metal and non-metal medical devices by CDSCO

9. The quoted model should be endorsed/ certified by CDSCO for implementing a quality assurance system for design, manufacture and final inspection of the sterilizer.

10. The sterilizer should be recommended in the IFUs of at least 3 reputed device manufacturer glob ally for sterilization of telescopes, cameras & other surgical instruments, robotics instruments. Val idation documents must be from instrument manufacturing companies. Self-declaration/ third par ty validation are not accepted.

11. The by- products of the sterilizer should he non-toxic and eco-friendly.

12. Sterilization claim should be validated using approved biological indicators. The readout time of Biological Indicator should not be more than15 minutes. The steriliser and other accessories inclu ding BI reader should be from same OEM/Manufacturer. BI should be approved as PCD for highest level of resistance, and it should be from the same manufacturer.

13. Sterilization (H_2O_2 Concentration>=55^0) should be in cassette from with leak proof indicator in t he outer packing to avoid exposure of concentrated H_2O_2 and cassette should be able to be store d at room temperature.

14. The system should use minimum quantity of sterilant which should be less than 6ml per injectio n to delivery dry terminal sterilization to ensure safety of instruments against corrosion.

15. Original Manufacturer or their subsidiary or authorized dealer who is quoting should be present i n India. The quoted model should have at least 50 installations across India.

16. Original Manufacturer or their subsidiary should have Plasma Sterilizer selling experience of mor e than 3 years in India.

17. Sterilizer should be able to communicate with biological indicator, the result of biological indicat or, cycle data can be accessed via hospital network or cloud. Digital interface for remote supervisi on and data storage.

18. Lumen sterilization claims should be validated & endorsed.

19. Sterilizer should be able to destroy prions in compliance with CDC guidelines of 2008.

20. Should have self-diagnostic capability for troubleshooting.

21. Supplier should be able to provide backup technical support to institute in process validation.

22. Should detect excess moisture within 5 mins thus eliminating chances of contamination due to re sidual bio burden.

23. Steriliser should be able to generate every second data in cycle history.

24. Steriliser should have continued H_2O_2 monitoring UV sensor within chamber to ensure the sterilant concentration always remain within safe limit as per guideline.

25. It should be able to document cycle with print out of the cycle parameters.

26. OEM should have their registered office in India. Documentary proof must be submitted in suppor t.

27. OEM or its subsidiary should have skilled & trained service engineers for Plasma Steriliser based out of West Bengal.

28. Compliance to the plasma steriliser technical specifications must be submitted by the OEM on th

eir letter head.

29. Machine to have a Warranty of 2 years and CMC percentage rates for 5 consecutive years post ex piry of 2 Years warranty to be quoted separately in the bid.

30. Demonstration of the quoted model may be asked at hospital premises by the tendering committ ee.

31. Consumable to run at least 60 cycles to be supplied with the machine.

32. The Steriliser should be Mobile on castor wheel and compact in design.

33. Emergency stop, Door safety, Over heat protection, Electrical safety etc.

34. Certificate : CDSCO Certificate/Registration/license

Amendment I
Revised Technical Specification
Low Temperature Hydrogen Peroxide Gas Plasma Sterilizer (150-160 ltrs)

1. Low temperature Hydrogen Peroxide gas Steriliser is for carrying out low temperature sterilisatio n using H202 vapour filling the steriliser chamber, contacting and sterilising exposed device surf aces. With cycle time lesser than alternative sterilisation forms and it involves. Suitable for sterilising heat-sensitive & moisture sensitive devices.

2. The sterilizer should use Low Temperature H_2O_2 Gas Plasma for sterilization with plasma energy generated inside the sterilization chamber. Declaration for this must be submitted by the OEM.

3. Sterilizer should have chamber temperature of less than 55-60°C at all the time during the cycle.

4. Sterilizer should have total chamber volume of 150-160 litres with 2 shelves. Shelf size should be minimum 64 cm depth so that telescopes can be sterilized easily. It should be able to sterilize 4 tr ays of size 24"(D)x 8 "(W)x2"(H)x in one cycle without stacking the trays, The chamber should be rectangular in shape.

5. The Steriliser chamber door should be pneumatically or electrically controlled door with complet e safety protocol with multiple locking.

6. Microprocessor controlled system with clear user interface for control and display of cycle phases , parameters values and text messages. Steriliser has facility to completely monitor its operations with audiovisual alarms and alarm history.

7. Sterilizer should have pre-programmed cycles without any room for human error due to manual programming; Long cycle time should not be more than 60 mins with fastest cycle less than 25 m inutes. There should be separate cycle for non-lumen/lumened/flexible endoscope.

8. The quoted model should be certified for sterilization of metal and non-metal medical devices by CDSCO

9. The quoted model should be endorsed/ certified by CDSCO for implementing a quality assurance system for design, manufacture and final inspection of the sterilizer.

10. The sterilizer should be recommended in the IFUs of at least 3 reputed device manufacturer glob ally for sterilization of telescopes, cameras & other surgical instruments, robotics instruments or manufacturer should give undertaking that this machine is safe for Urological telescope including disposable telescope. In case any damage occurs to the telescope or instruments, should be repla ce by a new one within 2 months time.

11. The by- products of the sterilizer should he non-toxic and eco-friendly.

12. Sterilization claim should be validated using approved biological indicators. The readout time of Biological Indicator should not be more than15 minutes. The steriliser and other accessories inclu ding BI reader should be from same OEM/Manufacturer. BI should be approved as PCD for highest level of resistance, and it should be from the same manufacturer/OEM.

13. Sterilization (H_2O_2 Concentration>=55c^0) should be in cassette /cup/bottle from with leak proof i ndicator in the outer packing to avoid exposure of concentrated H_2O_2 and cassette should be able to be stored at room temperature.

14. The system should use minimum quantity of sterilant which should be less than 6ml per injectio n to delivery dry terminal sterilization to ensure safety of instruments against corrosion.

15. Original Manufacturer or their subsidiary or authorized dealer who is quoting should be present i n India. The quoted model should have at least 20 installations across India.

16. Original Manufacturer or their subsidiary should have Plasma Sterilizer selling experience of mor e than 3 years in India.

17. Sterilizer should be able to communicate with biological indicator, the result of biological indicat or, cycle data can be accessed via hospital network or cloud. Digital interface for remote supervisi on and data storage.

18. Lumen sterilization claims should be validated & endorsed.

19. Sterilizer should be able to destroy prions in compliance with CDC guidelines of 2008.

20. Should have self-diagnostic capability for troubleshooting.

21. Supplier should be able to provide backup technical support to institute in process validation.

22. Should detect excess moisture within 5 mins thus eliminating chances of contamination due to re sidual bio burden.

23. Steriliser should be able to generate every second data in cycle history.

24. Steriliser should have continued H_2O_2 monitoring UV sensor within chamber to ensure the sterilant concentration always remain within safe limit as per guideline.

25. It should be able to document cycle with print out of the cycle parameters.

26. OEM should have their registered office in India. Documentary proof must be submitted in suppor t.

27. OEM or its subsidiary should have skilled & trained service engineers for Plasma Steriliser based out of West Bengal.

28. Compliance to the plasma steriliser technical specifications must be submitted by the OEM on th eir letter head.

29. Machine to have a Warranty of 2 years.

30. Demonstration of the quoted model may be asked at hospital premises by the tendering committ ee.

31. Consumable to run at least 300 cycles to be supplied with the machine.

32. The Steriliser should be Mobile on castor wheel and compact in design.

33. Emergency stop, Door safety, Over heat protection, Electrical safety etc.

34. Certificate : CDSCO Certificate/Registration/License

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 tra

nsporter]

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 t he equipment will be actually installed):	
Invoice No. & Date:	
Details of Batch /Serial Numbers, if any of item supplied:	
..... (Signature & Office Seal of authorized representative of Consignees with date) [Name and designation of the signatory to be written capital letter]	
..... (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.

Sl	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),

Sl	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 _____ Name_____ Designation with stamp _____ Date _____	Signature of Unit Head: (HOD/MO-IC/Others) Name (in Block): Designation with Stamp:

.

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. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
9. 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.
10. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
11. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
12. For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.
13. IMPORTED PRODUCTS: In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
14. 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.
15. **Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
16. **Non return of Hard Disk:** As per Buyer organization's Security Policy,Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.
17. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
18. 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 & 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)
19. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
20. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
21. 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.

22. 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.
23. 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.
24. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
25. 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-imberse the cost of such service / rectification to the Buyer.
26. 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.
27. The Buyer has an existing set up / inventory of similar products. The offered / supplied product must be compatible with existing system. The bidder has to ensure Compatibility of the supplied items or shall have to include in the supply the necessary hardware / software to make them compatible at no extra cost to the buyer. The details of items with which compatibility is required are as under:
    All spare parts & labour
28. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:
    2
    .
29. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
    2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
    3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
30. The seller is required to print logo as per buyer's requirement.
31. 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.
32. 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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