

Bid Corrigendum

GEM/2023/B/4314543-C3

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. **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.
2. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. 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.
4. 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.
5. Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)
6. **OEM Turn Over Criteria:** The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
7. **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.
8. **Escalation Matrix For Service Support :** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
9. Warranty period of the supplied products shall be as given in specifications 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. **Buyer Added text based ATC clauses**
 1. The Bidder has to deliver all the item as per BOQ
 2. The Supplied items should not be less than 95% of the item quoted.
 3. If due to force measure any item not delivered the deduction for the same will be as per applicable rate li

st & The OEM with additional GST.

4. The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 20 percent of bid quantity at the time of placement of contract.
5. The purchaser also reserves the right to increase the ordered quantity by up to 20% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
6. The Vendor should quote through GeM only and separately for each table, If applicable.
7. Any item found defective and not conforming to the approved specification with expired validity etc. shall be summarily rejected.
8. **PRICE:** Please quote your rate on all risk covered, all-inclusive for NIPER -Hajipur price, In other words with all inclusive GST, packing forwarding freight Insurance if applicable etc charges.
9. **Payment term:** As per GeM contract The Bill generated through GeM portal only be considered for payment. The bill if any raised separately other than GeM portal connected with procurements will not be considered.
10. **DELIVERY:** The ordered material(s) is/are required urgently and hence, kindly specify the shortest possible delivery schedule. The bidders are expected to quote free delivery at NIPER-Hajipur. Price which include component like packing, freight, forwarding and delivering the same in good condition at site, NIPER Hajipur. The contractual obligation are treated as completed only when all the ordered items are handed over to institute in good condition and accepted by the user department.
11. The Bidders are expected to supply Original brand new items.
12. **Location for Supply:** As per GeM contract.
13. **Bid validity:** As per GeM contract.
14. **Acceptance & Rejection:** The acceptance of the quotation will rest with the director NIPER-Hajipur, who does not bind himself to accept the lowest quotation and reserves the right to himself to reject or accept, partially or all the quotation received, without assigning any reason. The Director, NIPER-Hajipur further reserves the right to draw the tender or part thereof or modify the requirements add or delete few items based on requirement, with assigning any reason and The right to relax any of the condition in the best interest of the institution.
15. All disputes shall be settled in the courts of Patna jurisdiction only.
16. Acceptance of The terms and conditions of tender document: Bidders are expected to provide a certificate that all the terms and conditions of enquiry are accepted.
17. **Correspondence:** As per GeM SOPs.
18. **It is the responsibility of the vendors/suppliers, to appropriately categorize the items as per storage condition immediately, especially to be stored in refrigerator or in deep freezer. Or alternatively send a separate pack for refrigerator items with clear labeling on the box (visible to receivers), applicable to chemical and consumable only.**
19. Liquidated Damages (LD) charges will be applied till date of installation of the equipments, if required.
20. **Issue of purchase order is subject to availability of fund.**
21. **Buyer/ Purchaser reserves the right to amend any terms and condition of the bid any time.**

Note: To compare the cost with other competitive suppliers are expected to offer FOR-NIPER Hajipur all inclusive cost. It is not possible either for supplier or the Institute to add any price component after opening

the commercial Bids. In case of No indication given, The quoted rate would be treated as all risk covered free delivery (All inclusive cost up to NIPER-Hajipur). Supplier may please note this condition.

11. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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