

Bid Corrigendum

GEM/2024/B/5638501-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. 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)
2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 20% of total value.
3. Purchase Preference linked with Local Content (PP-LC) Policy:

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
- ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
4. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
5. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
6. 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.

7. 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
05 Year comprehensive warranty for entire system (Except Batteries)
(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)
8. 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 4 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.
9. Buyer Added text based ATC clauses
 1. Bidders must submit previous POs of similar item supplied important institutions like, IITs, NITs, IISERs, NISER, and Central Universities etc. Failure to submit the same, Bid may be rejected.
 2. Bidders must submit the Manufacture Authorization Form, Declaration for Local Content duly signed by OEM as per Annexures attached. Failure to submit the same Bid may be rejected.
 3. Bidder must submit the Bidder Details, Acceptance for Bid Terms and Conditions, Bid Securing Declaration certificate and Vendor Master Form as per Annexures attached. Failure to submit the same, Bid may be rejected.
 4. Bidder must submit the undertaking regarding land Border Sharing as per Office Memorandum dated 23.07.2020 issued by Dept. of Expenditure as per Annexure II attached. Failure to submit the same, Bid may be rejected.
 5. Payment Term : Payment will be made after delivery, installation & satisfactory acceptance by the user subject to submission of all requisite clear documents i.e PBG 5% of total order Value valid till 62 months from the date of installation, Delivery Challan certified with exact date of supply by the consignee, Original Tax invoice, Warranty Certificate, Installation Certificate etc. If the supplier fails to submit the PBG, the Institute will release 95% payment and the balance 5% will be released after completion of the warranty period + 2 months only.
 6. INSTALLATION: Wherever installation is required the same should be done by the supplier within 30 days of the supply of the equipment failing which the purchase order is liable to be cancelled/penalty may be imposed as per Purchase Order terms and conditions. In case the item ordered for is a machine/equipment the same should be successfully installed and commissioned immediately but in no case later than one month of the supply of the same. For delay in commissioning beyond the 30-day scheduled period, damages as deemed appropriated may be deducted from the Bill/ Agency Commission.
 7. DELIVERY WITH INSURANCE: The date of delivery should be strictly adhered to failing which the purchase order is liable to be cancelled. Penalty may be imposed as per P.O. terms & conditions. Goods should be securely, safely and adequately packed, insured & dispatched at the risk of supplier and packing costs quoting this order reference should be kept in all packages. Local firms are requested to deliver the goods in our stores before 3.00 PM on any working day.
 8. All damaged or unapproved goods shall be returned at your cost & risk and the incidental expenses incurred thereon shall be recoverable from any of your bill. 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 the service centre is not already there at the time of bidding, the successful bidder / OEM shall have to establish one within 30 days of award of the contract. Payment shall be released only after the submission of documentary evidence of having a Functional Service Centre.

9. **LIQUIDATED DAMAGES:** As time is the essence of this order, the date of delivery & installation should be strictly adhered to, otherwise the delivery in full or in part may not be accepted and a penalty for late delivery will be imposed @ 0.5% of the contract value per week or part of the week of the delayed period, subject to a maximum of 10% of the total value of supply order.
10. **CANCELLATION:** CANCELLATION: Printed conditions, if any, contained in or sent along with the quotation shall not be binding on us. IIT Bhubaneswar reserves all the right to cancel the Purchase Order at any stage without assigning any reason thereof.
11. **JURISDICTION:** This contract between the supplier and the buyer shall be governed by the LAWS of India and under this contract shall be taken by the parties only in Bhubaneswar, India to competent jurisdiction.
12. As per CVC guidelines OEM and their authorised dealer/partner cannot bid simultaneously for the same item in the same tender. In such case, OEM Bid will be considered.
13. After opening the technical Bid, the bidder may be asked in writing or online(through email/gem portal) to clarify the uploaded documents provided in the technical bid, if necessary, with respect to any doubts or the illegible documents required for technical evaluation. The institute may ask for any other documents/information during the technical evaluation of the tender. Provided in all such cases, furnishing of any such documents in no way alters the bidder's price Bid. The institute may reserve the right to accept any additional document.



Indian Institute of Technology Bhubaneswar

Date: 23.12.2024

Corrigendum I

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The following amendment is incorporated in the GeM BID No: - **GEM/2024/B/5638501** Dated 25.11.2024 for Procurement of **Field Emission Scanning Electron Microscope with LN2 Free EDS and Coater.**

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Sl. No.	Specifications	Amended for	Read as
9.	Specimen Chamber	a) Maximum Specimen Size 200 mm (diameter) with full X Y moves and rotation. Maximum sample height should be 50 mm height.	a) Maximum Specimen Size 200 mm (diameter). This sample size should allow full XY moves and rotation as per the stage movement specifications in this tender. Maximum sample height should be 50 mm height.
10.	Stage	c) The stage should be fully eucentric at all Z positions and tilts. The tilt range must be -5° to +70°. Rotation = 360° continuous.	c) The stage should be fully eucentric at all Z positions and tilts. The tilt range must be -4° to +70°. Rotation = 360° continuous.

other
Terms
& C

27.	Delivery	d) Institute will only provide necessary documents for clearance (e.g. duty exemption certificate, authorization, etc.), road permit. However, the custom duty payment will be made by IITBBS as per actuals against received challan from the clearance agent/seller.	d) The vendor has to quote including all charges and taxes. Institute will only provide necessary documents for clearance (e.g. duty exemption certificate, authorization, etc.).
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ditions of the Tender document shall remain unaltered.

Sd/-

Assistant Registrar (S&P)

10. 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. 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](#)