

## Bid Corrigendum

GEM/2024/B/5638796-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. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 5 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
2. 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)
3. 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.

4. 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.
5. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
  6. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers

for Service Support.

7. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 5 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement ( covering preventive maintenance and servicing)with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Biannually after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 5% of total AMC value valid up to AMC period plus 2 months (if there is no other claim). (Undertaking of acceptance to be uploaded with bid).
8. Warranty period of the supplied products shall be 5 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.
9. 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  
warranty starts from the date of installation  
(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)
10. 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 5 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.
11. Buyer Added text based ATC clauses
  - i) Bidders must submit the Similar Purchase Order copies executed in Institutions of National Importance like, IITs, NITs, IISERs, NISER, Central Universities etc. Failure to submit the same, Bid may be rejected.
  - ii) 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.
  - iii) 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.
  - iv) Bidder must submit the compliance statement of technical specification and terms and conditions as per annexure attached. Failure to submit the same, Bid may be rejected.
  - v) Bidder must submit the undertaking regarding restrictions on Land Border Sharing as per GoI, Ministry of Finance, Department of Expenditure letter No F.7/10/2021-PPD and F.7/10/2021-PPD all dt 23.02.2023 as per Annexure attached in GeM Bid.. Failure to submit the same, Bid may be rejected.
  - vi) Bidder must submit the Firm registration certificate, GST registration certificate and PAN of the firm along with bid documents. Failure to submit the same, Bid may be rejected.

vii) **Payment Term : 100% payment except GST will be made after delivery, installation & satisfactory acceptance by the user subject to submission of all requisite documents i.e 5% PBG of Contract value, Delivery Challan, Original Tax invoice with mentioning the Institute GST Number 21AAAAI2760A1ZJ, HSN/SAC code, Bank account details, Exact item description and Contract value as per GeM Contract, GeM Contract No & date in the Invoice , Warranty Certificate in Original with clearly mentioning the Warranty Period started from the date of installation/user acceptance to end of the warranty date, Installation Certificate in Original etc and all documents must be stamped and signed by the authorized person of the firm. If the supplier fails to submit the PBG, Institute will release 95% payment and balance 5% will be released after completion of warranty period + 2 months claiming period only. No interest shall be claimed by the bidder on the submitted PBG or withheld PBG amount. GST amount will be released after reflecting the same in GST Portal.**

viii) **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.

ix) **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.**

x) **PERFORMANCE BANK GUARANTEE (PBG):** The successful Bidder has to submit Performance Security of 5% of the total order value on or after commission of equipment. Performance Security must valid for 62 (Sixty Two) months i.e. 2 months beyond the warranty obligations to cover the warranty. Performance security is to be issued and sent directly from an Indian Scheduled/Nationalized bank. PBG period starts from the date of the successful installation of the equipment. In case of non-submission of PBG, the equivalent amount will be kept on hold from the Bill amount till completion of Warranty Period + 2 Months claiming period. No interest shall be claimed by the bidder on the submitted PBG or withheld PBG amount.

xi) **WARRANTY and AMC:** Ordered materials should have 05 (Five) Years onsite OEM Warranty along with 5 Years Annual Maintenance Contract (AMC) from the date of installation/commissioning & acceptance by the user as per the mentioned specification. The AMC will start after the completion of the Comprehensive Warranty. The AMC charges will be paid half yearly based on service reports (3 visits in a year). The vendor should also provide the services during the breakdown call if any during the AMC period. The instrument Installation, commissioning, and training (5 days) should be carried out at the buyer's site. Apart from the physical visits to the laboratory in IIT Bhubaneswar, the vendor should provide online support through remote access". In case at the time of installation of stores / part of stores are found defective / damaged during or after delivery to consignee, the supplier will replace the stores. If the stores / part of stores are found defective / damaged during the warranty period, the supplier will repair/replace the stores at consignee's location in India free of cost or if any case it is required to send back to Foreign/Local manufacturer, supplier should bear the cost. Bank Guarantee equivalent to the cost of equipment is required to be submitted before lifting the store. All expenses including freight, insurance, custom duty for export/import and all clearance charges etc. in this regard will be borne by the supplier. The equipment under warranty & AMC period must be attended & problems rectified immediately within 48 hours of lodging of complaint by the Institute and this may be considered as the down time. The warranty and AMC period shall automatically be extended for such period for which the equipment is not attended & rectified on lapses of the down time.

xii) **Delivery period:** Delivery, installation, commissioning & demonstration should be completed within 08 months from the date of the issue of the GeM Contract.

xiii) **LIQUIDATED DAMAGES:** As time is the essence of this order, the date of delivery, Installation, Commissioning and demonstration should be strictly adhered to, otherwise the delivery, Installation, and Commissioning in full or in part may not be accepted and penalty for late delivery/Installation/ Commissioning 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. In case of cancellation of order no compensation will be paid towards progress of order /procurement.

xiv) **CANCELLATION:** Printed conditions, if any, contained in or sent along with the quotation shall not be binding on us. IIT Bhubaneswar reserves all the rights cancel the Purchase Order at any stage without assigning any reason thereof. IIT Bhubaneswar reserves the right to accept or reject or cancel any or all enquiries or quotations/Bid at any stage without assigning any reason thereof.

xv) **JURISDICTION:** For any dispute, the place of jurisdiction shall be Bhubaneswar, India only.

xvi) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

xvii) **Offer Price :** The bidder must be quoted the price (final offer) on F.O.R. destination IIT Bhubaneswar basis. Offered price must be inclusive of all charges i.e. Packing & Forwarding, Freight, custom clearance, cargo handling, GST and Insurance etc. whichever is applicable as per GoI norms.

xviii) As per CVC guidelines OEM and their authorised dealer/partner cannot bid simultaneously for the same item in same tender. In such case, OEM Bid will be considered.



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/5638796** Dated 25.11.2024 for the Procurement of **200 keV Transmission Electron Microscope**.

Sl. No.	Specifications	Amended for	Read as
28	Price	<u>Commercial terms:</u> Kindly elaborate, "This includes the responsibility of custom clearance and other miscellaneous duties at the port of entry. However, the custom duty payment will be made by IIT BBS as per actual against received challan from the clearance agent/ seller." In addition, please elaborate if 18% IGST can be incorporated/ reimbursed by IIT-Bhubaneswar during or before the shipment.	<b>This includes the responsibility of custom clearance and other miscellaneous duties at the port of entry. 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.).</b>

31	Technical expertise	As the system is likely to be heavily used by multiple users across the country, it is desirable that the supplier has installed at least five or more, fully functional, equivalent set-up in India and several (>20) equivalent systems across the world. It is essential to enclose the information related to installation in India and worldwide of similar setup along with feedback and performance report from at least 5 users in India and 10 different users worldwide.	<b>As the system is likely to be heavily used by multiple users across the country, it is desirable that the supplier has installed at least five or more, fully functional, equivalent set-up in India and several (&gt;20) equivalent systems across the world. It is essential to enclose the information (model, institute, address, contact person name and email IDs, etc.) related to the installations in India and worldwide of similar setup.</b>
All other Terms & Conditions of the Tender document shall remain unaltered.			

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

**Sd/-**

## Disclaimer

**Assistant Registrar (S&P)**

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.

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\*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](#)