

Bid Document

Bid Details	
Bid End Date/Time	16-01-2023 20:00:00
Bid Opening Date/Time	16-01-2023 20:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	West Bengal
Department Name	Health And Family Welfare Department West Bengal
Organisation Name	West Bengal Medical Services Corporation (wbmsc) Kolkata
Office Name	West Bengal
Total Quantity	181
Item Category	Clinical incubators or infant warmers (Q3)
Minimum Average Annual Turnover of the bidder (For 3 Years)	65 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	ICICI
EMD Amount	140000

ePBG Detail

Advisory Bank	ICICI
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	26

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

MANAGING DIRECTOR

WEST BENGAL, Health and Family Welfare Department West Bengal, West Bengal Medical Services Corporation (WBMSC) Kolkata ,
(West Bengal Medical Services Corporation)

Splitting

Bid splitting not applied.

MSE Purchase Preference

MSE Purchase Preference	No
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MII Purchase Preference

MII Purchase Preference	No
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above 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 bidder 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.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
30-12-2022 12:00:00	Conference hall 2nd floor wbmscl

Clinical Incubators Or Infant Warmers (181 pieces)

Brand Type	Registered Brand
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Technical Specifications

[* As per GeM Category Specification](#)

Specification	Specification Name	Bid Requirement (Allowed Values)
Technical Characteristics (specific to this type of device)	Type of heater:	quartz infrared, calrod heater
	Audiovisual alarm facility for:	Overheating beyond set temperature range, Spurt in Heater output i.e. more than 60% heater output for 10 minutes system should raise alarm and cutoff heater, Power failure, Heater failure, Patient temperature less/Greater than required/set temperature, Probe failure
	Warmer head should be rotatable in different direction, so as to allow taking X-ray	Yes
ENERGY SOURCE	Compatible to alternate energy supply source; Solar Heating in addition to AC power source):	No, Yes
WARRANTY	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	3, 5, 2, 4 Or higher

Additional Specification Parameters - Clinical Incubators Or Infant Warmers (181 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
It should have a adjustable light LED source with a facility of manual angulation for observation of the baby. The illumination should be bright enough to do the clinical procedure such as IV canulation. The heater material should be quartz.	MANDATORY

Specification Parameter Name	Bid Requirement (Allowed Values)
Bassinet - Bassinet should not be fixed with the warmer; fixed then it should be detachable easily for cleaning purposes. If the bassinet is not detachable, it should be easily washable. Both on lockable wheels	MANDATORY
The unit should have facility for inclination in both directions (trendelenburg and reverse trendelenburg) minimum up to 12°. Should be provided with APGAR timing and stop watch. Equipment should be US FDA or European CE certified.	MANDATORY
Recommended environmental specifications: Operating temperature range - 10°C to 45°C Operating humidity range - 30% - 90% RH. Facility for placement of X-Ray plate in the bassinet for taking X-Ray. Key board should be having lockable facility	MANDATORY
Skin temperature: Range - 32°C to 38°C, Accuracy - $\pm 0.2^{\circ}\text{C}$, Resolution - 0.1°C Heater output range 0 to 100% in increments of 10% or lower in manual mode. Warranty should be 2 years instead of 3, 5, 1, 2, 4 Or higher. Parameter to be ignored	MANDATORY Type of heater: quartz /calrod

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Soma Das	700091, Swasthya Sathi, GN-29, Sector V, Salt Lake	181	60

Special terms and conditions-Version:2 effective from 11-11-2022 for category Clinical incubators or infant warmers

1.

- All Provisions of Drugs and Cosmetics Act, 1940 and Rules made there under as amended till date will always be applicable. This will include all notifications issued by *Central Drugs Standard Control Organisation (CDSCO)*, Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
- The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for

- all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
3. The price offered by the seller shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price. The seller must reduce the prices if there is any reduction in DPCO ceiling price, if any.
 4. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
 5. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address,telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled.Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
 6. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
 7. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
 8. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available.
OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
 9. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
 10. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
 11. **Software:** All software updates should be provided free of cost during warranty period.
 12. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.

Buyer Added Bid Specific Terms and Conditions

1. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Lady Dufferin Victoria(Kolkata), Ranaghat SDH(Nadia) , SSKM Hospita(Kolkata) , J R Dhar Bongaon SDH(North 24 pgns) Gangarampur SDH(Dakshin Dinajpur) , R.G.Kar MCH(Kolkata) , J.N.M Kalyani MCH(Nadia) , Basirhat DH(Basirhat HD) , Egra SDH(Purba Medinipur) , Bolpur SDH(Birbhum) , Tehatta SDH(Nadia) Baruipur SSH(South 24 Pgns) , Garden Reach SGH(South 24 Pgns) , North Bengal MCH(Darjeeling) Kandi SDH(Murshidabad) ,Domkal SDH(Murshidabad) , KolkataMCH(Kolkata) .

2. Forms of EMD and PBG

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.

3. Generic

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.

4. Certificates

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.

5. Generic

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

6. Buyer Added Bid Specific ATC

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 medical equipment in support of supplies made to Govt. hospitals or reputed private hospitals for the period of last three calendar years ending December 2021:
 - Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility) of the same / similar type of medical equipment
 - OR
 - Proof of payment against supply and installation of the same / similar type of medical equipment.

3. 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 West Bengal shall also apply.

EMD exemption of other State MSME is not allowed as per WBFD memo no. 10500F dated 19.11.2004; such bids shall liable to be cancelled.

- 4.** Availability of Service Centers: OEM / Bidder must have a Functional Service Centre in **Kolkata** and have capability of providing service throughout West Bengal.
- 5.** 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.
- 6.** As many as number required, end user training must be provided within the warranty period without any charges.

7. Imposition of restrictions on bidder as per Memorandum bearing West Bengal Finance Department Memo No. 202-F(Y) Dated 18.01.2021 read with F.No.6/18/2019-PPD dated 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 services) or works (including sub-contracts and turnkey projects) only if the bidder is registered with the Competent Authority.

8. Liquidated Damages for Delayed Delivery/ Delayed setting up of Services:

The percentage of 0.5% of the Invoice Price for each week or part thereof for each week or part thereof of delay until actual delivery or performance upto a maximum deduction of 5% of the Invoice price.

- 9.** 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 after publishing of the bid.
- 10.** 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). The data should be submitted in a table duly signed and stamped by chartered accountant.
- 11.** .The medical equipment should be USFDA or European CE Certified..

12.Pre-BidMeeting Friday December 30, 2022 12:00 noon – 3:00 PM

Physically presence of the bidders are mandatory at Conference Room of West Bengal Medical Services Corporation (WBMSC), at 2nd floor , Swasthya Sathi Building, Swasthya Bhawan , Kolkata – 700091

- 13.** Please ignore the technical specifications given above.Consider the Technical Specifications given below:

Revised Technical Specifications

Clinical incubators or infant warmers

Specification n	Specification Name	Bid Requiremen t (Allowed Values)
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Technical Characteristics (specific to this type of device)	Type of heater:	quartz /calrod
	Audiovisual alarm facility for:	Overheating beyond set temperature range, Spurt in Heater output i.e. more than 60% heater output for 10 minutes system should raise alarm and cutoff heater, Power failure, Heater failure, Patient temperature less/Greater than required/set temperature, Probe failure
	Warmer head should be rotatable in different direction, so as to allow taking X-ray	Yes
ENERGY SOURCE	Compatible to alternate energy supply source; Solar Heating in addition to AC power source):	No, Yes
WARRANTY	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	3, 5, 2, 4 Or higher
Additional Specification Parameters - Clinical incubators or infant warmers		
Specification Parameter Name		Bid Requirement (Allowed Values)
It should have a adjustable light LED source with a facility of manual angulation for observation of the baby. The illumination should be bright enough to do the clinical procedure such as IV canulation. The heater material should be quartz.		MANDATORY
Bassinet - Bassinet should not be fixed with the warmer; fixed then it should be detachable easily for cleaning purposes. If the bassinet is not detachable, it should be easily washable. Both on lockable wheels.		MANDATORY

The unit should have facility for inclination in both directions (trendelenburg and reverse trendelenburg) minimum up to 12°. Should be provided with APGAR timing and stop watch. Equipment should be US FDA or European CE certified.	MANDATORY
Recommended environmental specifications: Operating temperature range - 10°C to 45°C Operating humidity range - 30% – 90% RH. Facility for placement of X-Ray plate in the bassinet for taking X-Ray. Key board should be having lockable facility	MANDATORY
Skin temperature: Range - 32°C to 38°C, Accuracy - $\pm 0.2^{\circ}\text{C}$, Resolution - 0.1°C Heater output range 0 to 100% in increments of 10% or lower in manual mode. Warranty should be 2 years instead of 3, 5, 1, 2, 4 Or higher. Parameter to be ignored	MANDATORY Type of heater: quartz /calrod
Warranty of Heater	7 years

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 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.

SI	Description	Quantity	Serial No. / Part No.
1			
2			
3			
4			

5			
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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:

Service & Support

7.

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

8. Generic

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.

9. Warranty

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.

10. Generic

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. Generic

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.

12. Warranty

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)

13. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

14. Forms of EMD and PBG

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.

15. Warranty

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.

16. Generic

Scope of supply includes Training: Number of employees to be trained 905 , Place for Training at the consignee location and Duration of training 2 days.

17. Warranty

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-imburse the cost of such service / rectification to the Buyer.

18. **Certificates**

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.

19. **Generic**

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.

20. **Generic**

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---