

Bid Corrigendum

GEM/2024/B/5635719-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. **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.
3. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Director Indian Institute of Science Education and Research Pune payable at PUNE
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Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
4. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Director Indian Institute of Science Education and Research Pune
Account No.
30042605732
IFSC Code
SBIN0003552
Bank Name
STATE BANK OF INDIA
Branch address
NCL Campus Branch, Pune 411008
.
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.
5. **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.
6. 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.
7. Buyer Added text based ATC clauses

Additional Terms and Conditions

* With GeM Bid No. reference no GEM/2024/B/5635719 (IISER/PUR/2393/23) dated 18th December, 2025 for supply of Fire Resistant Safety Cabinet for Inflammable Solvent Storage. It is notified that Delivery period is amended as below:

Sr. No	Tendered Delivery Period	Amendment in Delivery Period
1.	45 days	105 days

All the required information and documents MUST be submitted with the bid. Any documents, addenda, corrigenda, suggestions, concerns, corrections, etc., provided (by email, post, etc.) after the bidding deadline will not be accepted.

1. **Availability of technical specifications:** The technical specifications of the product quoted should be available in a brochure in the public domain/manufacturer's website before the date of publication of the bid.
2. Copies of POs for similar product procured by any of the following institutions: IITs, IISERs, IISc, NITs, CSIR Labs, DST Institutes or Government Organizations.
3. **Compliance with essential technical specifications:** The instrument should meet all the essential technical specifications as specified in the bid.
4. **Provision of contact details:** The bidder should provide contact details (email and phone number) of at least three institutes/organizations where this instrument is installed.
5. **Demonstration for precision equipment:** The bidder should be ready to provide a demonstration of the equipment, if required
6. **Non-compliance** to the tendered technical specifications are grounds for rejection of the aforesaid bid.
7. **CDEC Concessional duty:** IISER Pune has concessional from payment of Customs Duty under notification No.51/96 dated 23.07.1996. No other charges than those mentioned clearly in the quotation will be paid. CDE Certificate will be provided as and when required.
8. The submission of the **local content certificate** in the attached format is mandatory. Otherwise, the bid shall not be evaluated further and shall be rejected.
9. Bidder should upload the detailed breakup of price bid in place of **Financial Document Required. (Financial bid packet)**
10. Price should not be quoted along with Technical Bid, otherwise the tender will be rejected without any correspondence.
11. **Payment Term:**

Inland Letter of Credit will be established for 100% order value, 90% payment shall be made by us, against the presentation of original Shipping documents. Balance 10% will be released after completion of satisfactory installation and commissioning of the whole system and upon receipt of Bank Guarantee for 5% of total Order value towards performance security to be valid for till warranty period from the date of installation. LC Payment will be done offline and updated through bulk update on GeM. **OR** Payment will be made directly to the suppliers by RTGS after receipt and the acceptance of the material at IISER.

12. Fall Clause:

The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Education/ Public Sector Undertakings/Public sector undertakings/Ministry of Education and if it is found at any stage that the similar system or sub-system was supplied by the BIDDER to any other Education Public Sector Undertakings/Public Sector Undertaking/ Ministry of Education at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

13. The acceptance of the quotation will rest with the Director, Indian Institute of Science Education and research (IISER) Pune who does not bind himself to accept the lowest quotation and reserves the right to himself to reject or partially accept any or all the quotations received without assigning any reason.

14. Warranty: The items covered by the schedule of requirement shall carry comprehensive warranty of **5 years** mentioned in aforesaid bid from the date of acceptance of the equipment by IISER, PUNE. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive warranty includes onsite warranty with parts.

8. Buyer uploaded ATC document [Click here to view the file.](#)
9. **Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.
10. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
11. 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.
12. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
13. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
14. Malicious Code Certificate:

The seller should upload following certificate in the bid:-
(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-
(i) Inhibit the desires and designed function of the equipment.
(ii) Cause physical damage to the user or equipment during the exploitation.
(iii) Tap information resident or transient in the equipment/network.
(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.
15. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
16. **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
17. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
18. 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.

19. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
20. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Director Indian Institute of Science Education and Research Pune payable at PUNE
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
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 Director Indian Institute of Science Education and Research Pune
Account No.
30042605732
IFSC Code
SBIN0003552
Bank Name
STATE BANK OF INDIA
Branch address
NCL Campus Branch, Pune 411008
. 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. 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](#)