

Bid Corrigendum

GEM/2026/B/7764206-C1

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 25%** : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider
2. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
3. 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.
4. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
5. Buyer Added text based ATC clauses
 1. **Bid Validity:** 180 (One hundred eighty) days from the date of opening.
 2. **MII** – Class I local suppliers and / or Class II local suppliers are eligible to bid.
 3. **Payment Terms:** Payment shall be made on a quarterly basis upon submission of invoices, subject to satisfactory rendering of AMC services during the relevant quarter and certification by concerned Division, in accordance with the terms and conditions of the contract.
 4. **EMD:** The bidder has to submit Bid Securing Declaration.
 5. **Performance Security:** The vendor has to submit a Performance Security equivalent to 5 (five) percent of the purchase order value before release of payment. The performance security should remain valid for a period of 26 (Twenty Six) months from the date of successful installation and commission of the supplied equipment.
 6. **Delivery Period:** ~~As per contract~~ Delivery should be completed in full within a period of 30 (thirty) days or as per the GeM prescribed Delivery Terms for the item from the date of purchase order. Liquidated Damage clause will be imposed in the event of non-completion of delivery within the stipulated time.
 7. **Delivery Site:** Both the Campuses of CSIR-IICB (Jadavpur and Salt Lake Campuses)

8. **CAMC Period:** 24(twenty-four) months from the date of work order.

9. **Catalogue/Leaflet/Brochure:** Catalogue / Leaflet / Brochure may be asked from the bidder to justify the specification/feature of their offered equipment.

10. Certificate/Declaration required:

I. **MSE:** The bidder who is the manufacturer of the offered item may submit valid documents for claiming them as eligible MSEs.

II. **Land Border Sharing Certificate [GFR 144 (xi)] :** Certificate/declaration reg. Land Border Sharing is compulsory. 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, failing which the bid shall be treated as non-responsive. Any false declaration and non-compliance of this guidelines, if found at a later stage, would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

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

7. File Attachment [Click here to view the file.](#)

Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including

specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.

13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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](#)