

Bid Corrigendum

GEM/2025/B/6026267-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the 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 are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility regarding GST reimbursement. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to a maximum of quoted GST %.
2. 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 for 2 years before bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied same quantity during each of the year. In case of bunch bids, the primary product having highest value should meet the criterion.
3. **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, Email Id and Phone No. required to be furnished along with the bid.
4. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50% of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the order quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
5. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of the portal confirming payment of GST.
6. **IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
7. 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.
8. **Availability of Service Centres:** Bidder/OEM must have a Functional Service Centre in the State of each Consignment Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service centre is 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.
9. **Dedicated /toll Free Telephone No. for Service Support :** BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
10. **Escalation Matrix For Service Support :** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
11. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide Comprehensive Maintenance Service for next 2 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into a CMC agreement with the Successful Bidder / OEM after expiry of Warranty period at above mentioned rate and the payment for the CMC charges would be made Biannually at the end of rendering of the CMC Services of the relevant CMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the CMC contract when called upon by the buyer. CMC would include cost of entire equipment with all accessories, spare parts and labour etc. (Upload the undertaking). The original Performance Security of contract will be returned only after submission of the CMC contract.

verification of AMC Performance Security for 3% of total CMC value valid up to CMC period plus 2 months (if there is no other claim).

12. 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. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller shall guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have 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 as part of the bid.
13. 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
entire equipment with all accessories, spare parts and labour etc.
(Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking)
14. 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 / 7 days limit. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of 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 reimburse the cost of such service / rectification to the Buyer.
15. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C Chief JPNA Trauma Centre A/C AIIMS New Delhi
. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgor. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid Opening date/ Bid Opening date
16. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG is allowed as per GeM GTC). FDR should be made out or pledged in the name of Chief JPNA Trauma Centre A/C AIIMS New Delhi
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgor. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
17. Buyer Added text based ATC clauses

1. Pre-bid meeting for equipment “Completely Radiolucent Neurosurgical table for advanced spine surgeries-01No.”

| S.No | Point from original specifications | Amendments Points should be read as: |
|------|---|---|
| 1. | Torso Trolley should integrate patient movement with hinge movement maintaining neutral upper body position with coordinated patient translation. | To be deleted |

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| 2. | Product specifications: Table top width: The open frame used for prone positioning should be 19 inches (48 cm). | Under the head product specification point no.3(i) The open frame used one positioning should be 18-20 instead of 19 inches |
| 3 | It should have removable two-piece carbon fiber supine tops with pad and built-in translation slide which can convert open frame to a platform for supine and lateral positioning. | To be deleted |
| 4. | Added: <ul style="list-style-type: none"> Added: Warranty of 2 years CAMC 08 years. Mattress & remote to be covered under CAMC. Rest specifications will remain same as per floated bid specifications. | |

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and : 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 being 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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid terms and conditions indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference section of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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, the seller can raise their representation against the same by using the Representation window provided in the bid details field on the 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](#)