

Bid Corrigendum

GEM/2026/B/7909707-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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery 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.
2. After award of contract – Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 5 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings within 5 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.
3. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 7 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
4. 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 %.
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. **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 3 years 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 year. In case of bunch bids, the primary product having highest value should meet this criterion.
7. 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.
8. For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.
9. 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.
10. 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.

11. **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
12. **Non return of Hard Disk:** As per Buyer organization's Security Policy, Faulty Hard Disk of Servers/Desktop Computers/ Laptops etc. will not be returned back to the OEM/supplier against warranty replacement.
13. **OPTIONAL SITE VISIT:**
 1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder.

Site visit cost is to be borne by the bidder
 2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
 3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
14. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
15.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
16. 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.
17. The seller is required to print logo as per buyer's requirement.
18. 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)
19. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
20. Warranty period of the supplied products shall be 3 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.

21. 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 components, hardware, software, accessories, labour, transportation etc.
(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)
22. 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.
23. 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 7 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.
24. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.
25. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer)
. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. 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 End date/ Bid Opening date
26. Bidders can also submit the EMD with Banker's Cheque in favour of
REGIONAL CENTRE FOR BIOTECHNOLOGY
payable at
Faridabad
.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
27. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
REGIONAL CENTRE FOR BIOTECHNOLOGY
Account No.
349301000010
IFSC Code
ICIC0003493
Bank Name
ICICI BANK LTD
Branch address
NCR BIOTECH SCIENCE CLUSTER, FARIDABAD-GURUGRAM EXPRESSWAY, FARIDABAD, 121001
.
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.

28. Buyer Added text based ATC clauses

Terms and Conditions:

1. Bidder should be an OEM/Authorised Partner/service provider of the OEM. The bidder shall submit the Manufacturer's Authorisation Form (MAF) for all major equipment (e.g., Projector, Camera, and all AV equipment, etc), particularly for this bid/tender.

2. The bidder shall mandatorily visit the site and conduct a detailed site survey before submitting the bid. A Site Survey Certificate, duly signed by the authorised RCB representative, must be enclosed with the bid document as proof of the site visit. Bids submitted without the duly signed Site Survey Certificate shall be treated as non-responsive and shall be rejected without stating any reason. The objective of the site visit is to accurately assess the scope of the required civil work. Therefore, the bidder is expected to conduct a thorough inspection during the site visit, and any subsequent requests for upward variation in the scope or quantity of civil work will not be considered.

3. Payment Terms:

a. No advance payment shall be made

b. The successful bidder shall deposit the performance bank guarantee of 5% amount of the total tender value within 15 days of the award of the contract.

4. The warranty certificates of IT equipment/accessories shall be provided for 2 years from the date of final signoff.

5. Defect liability period for the civil-related work will be considered for 1 year from the date of final signoff.

6. For Civil-related, the max. deviation will be considered within the limit of 10%

pt; text-align:justify;text-indent:-18.0pt;mso-list:l0 level1 lfo1"><!--[if !supportLists]-->7. <!--[endif]-->The Warranty of all the equipment shall be verified from the OEM endorsement.<o:p></o:p></p><p class="m7998884632256674833msolistparagraph" style="margin-left:18.0pt; text-align:justify;text-indent:-18.0pt;mso-list:l0 level1 lfo1"><!--[if !supportLists]-->8. <!--[endif]-->The bidder shall have their physical office registered in Delhi, NCR. <o:p></o:p></p><p class="m7998884632256674833msolistparagraph" style="margin-left:18.0pt; text-align:justify;text-indent:-18.0pt;mso-list:l0 level1 lfo1"><!--[if !supportLists]-->9. <!--[endif]-->An escalation matrix shall be provided for 24*7 support. <o:p></o:p></p><p class="m7998884632256674833msolistparagraph" style="margin-left:18.0pt; text-align:justify;text-indent:-18.0pt;mso-list:l0 level1 lfo1"><!--[if !supportLists]-->10. <!--[endif]-->Undertaking for adherence & acceptance to all tender terms. <o:p></o:p></p><p class="m7998884632256674833msolistparagraph" style="margin-left:18.0pt; text-align:justify;text-indent:-18.0pt;mso-list:l0 level1 lfo1"><!--[if !supportLists]-->11. <!--[endif]-->The bidder shall submit a non-blacklisting declaration on their letterhead. <o:p></o:p></p><p class="m7998884632256674833msolistparagraph" style="margin-left:18.0pt; text-align:justify;text-indent:-18.0pt;mso-list:l0 level1 lfo1"><!--[if !supportLists]-->12. <!--[endif]-->The bidder shall submit a Fall clause declaration on their letterhead. <o:p></o:p></p><p class="m7998884632256674833msolistparagraph" style="margin-left:18.0pt; text-align:justify;text-indent:-18.0pt;mso-list:l0 level1 lfo1"><!--[if !supportLists]-->13. <!--[endif]-->The bidder shall submit a declaration regarding meeting all technical specifications in the bid document or on their letterhead. <o:p></o:p></p><p class="m7998884632256674833msolistparagraph" style="margin-left:18.0pt; text-align:justify;text-indent:-18.0pt;mso-list:l0 level1 lfo1"><!--[if !supportLists]-->14. <!--[endif]-->The bidder shall submit performance report(s) and a list of organisations where similar projects have been completed in the previous 5 years. </p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm">a)Compliance (acceptance/non acceptance) with each of the technical specifications as mentioned in the bid document should be separately indicated on a document and evidence presented for each of them (Product brochures/catalogue should be highlighted wherever required).<o:p></o:p></p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm">(b)Supply of the same model should have been carried out by at least 03 reputed public research institutions in India. Satisfactory user certificates from 3 of them should be presented. This should be uploaded under ATC document(s) as required in the bid.<o:p></o:p></p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm">(c)Fall Clause:Fall clause is a price safety mechanism.<o:p></o:p></p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm">A declaration as per the format given below is to be given by the supplier on their letterhead.<o:p></o:p></p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm">FALL CLAUSE NOTICE CERTIFICATE<o:p></o:p></p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm"><span style="font

-size: 10pt; font-family: Roboto-Medium-webfont, serif;">This is to certify that we have offered the maximum possible discount to you in our Bid No. _____</p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm">dated _____. The prices charged for the stores supplied should under no event be higher than lowest prices at which the party sells the items of identical description to any other Govt. organisation/PSU's/Autonomous bodies/Pvt. Organisations during the period of contract failing which the "FALL CLAUSE" will be applicable. In case, if the price charged by our firm is more, RCB will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier.</p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm">Seal and Signature of the tenderer.</p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm">Note: This letter of authority should be on the letterhead of the quoting firm and should be signed by a person competent and having the power of attorney to bind the same.</p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm">(d) It is hereby informed that the warranty shall be 'on-site'. Vendors are requested to take note of the same before quoting.</p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm">(e) For detailed specifications vendor may refer to Buyer Added Bid Specific ATC Document. If there is any contravention in the specifications published on GeM and those in the ATC document. Requirements as elicited in the ATC Document shall prevail. Bidders are requested to quote accordingly.</p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm">(f) The vendor has to upload an undertaking on their letter head declaring full acceptance of the bid terms and conditions including the ATC's. Non compliance of the same will lead to disqualification of the bid.</p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm">(g) Bidder may be asked to show a demonstration of the quoted product if the purchasing department so deems fit. In case no demonstration is provided, the seller shall be rejected. Post the demonstration, decision of the RCB technical sub-committee shall be final.</p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm">(h) The IT product should carry a warranty of 2 years and Defect Liability period for the civil work will be considered for 1 year from the date of final sign off. Mention of any other value in the bid document in this regards may be ignored. Vendors are requested to quote their prices accordingly. No later queries or disputes in this regards shall be entertained.</p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm">(i) For any clarifications with regards to the bid, prospective bidders may kindly mail their queries to gem@rcb.res.in.</p><p class="m7998884632256674833msolistparagraph" style="margin-left:18.0pt; text-align:justify;text-indent:-18.0pt;mso-list:l0 level1 lfo1"></p><p style="margin-top:0cm;margin-right:0cm;margin-bottom:7.5pt;margin-left:0cm">(j) For detailed specifications please refer buyer uploaded document.</p><p class="m7998884632256674833msolistparagraph" style="margin-left:18.0pt; text-align:justify;text-indent:-18.0pt;mso-list:l0 level1 lfo1"></p><p>
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29. Buyer uploaded ATC document [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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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](#)