

Bid Corrigendum

GEM/2026/B/7087815-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:** 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. Buyer Added text based ATC clauses

CORRIGENDUM-I

With reference to the GeM Tender, it is hereby notified that the specifications mentioned in the tender document are amended as under:

1. Serial No. 1 to 6, The Fire Extinguishers mentioned against Serial No. 1 to 6 shall strictly conform to the latest BIS standards, namely:

IS 2190 : 2024 (Selection, Installation, Inspection, and Maintenance of Fire Extinguishers), and IS 15683 (Portable Fire Extinguishers - Performance Requirements) along with the latest amendments. The fire extinguishers shall have fire ratings, discharge time, extinguishing media, construction, performance, testing, and certification parameters strictly in accordance with the latest applicable BIS norms. Minimum fire ratings shall be as prescribed in the latest versions of the above standards and shall not be of lower grade or lower efficiency.

2. Serial No. 7 to 41

All items mentioned against Serial No. 7 to 41 shall also strictly conform to the latest applicable BIS, wherever relevant, along with the latest amendments.

All other terms and conditions of the tender / bid document shall remain unchanged.
This corrigendum shall form an integral part of the original tender / bid document.

This is with the approval of competent authority.

Terms and Conditions (As per GeM)

1. General Terms and Conditions-

1.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Service s, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Ter ms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as a pplicable

1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiri ng installation and / or commissioning and other services in the scope of supply (as indicated in r espective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.

1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as pe r the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.

1.2.2 A copy of the contract should be available with the messenger / dispatching agency that del ivers the Goods at consignee / delivery location (preferably pasted / attached outside the consign ment / package) for easy reference and ease in delivery acceptance.

1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and i ncorporated in the Contract as per the provisions of the GTC.

1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligation s under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Perform ance Security furnished by the Seller.

1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller w hile raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the pro vision on the relevant Act or the Rules made there under and that the Goods on which GST has be en charged have not been exempted under the GST Act or the Rules made there under and the ch arges on account of GST on these goods are correct under the provision of that Act or the rules m ade there under.

1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as give n in the GTC shall be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the ori ginal/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure condit ions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract .

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent fina ncial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

2. Buyer Added Bid Specific Terms And Conditions-

2.1 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.

2.2 Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 2 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

2.3 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 %.

2.4 End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

2.5 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.

2.6 - NA

2.7 Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

2.8 Upload Manufacturer authorization: Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.

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

2.10 OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated 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 OEM 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. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

2.11 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.

2.12 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.

2.13 Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

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

2.15 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.

2.16 To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): OEM or OEM Authorization.

2.17 Warranty period of the supplied products shall be as given in specifications 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.

2.18 NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

20. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

21. Past Project Experience

The Bidder / OEM {themselves or through reseller(s)}, should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e.current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 80% of estimated bid value; or
- (ii) Two orders of at least 50% each of estimated bid value; or
- (iii) Three orders of at least 40% each of estimated bid value.

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should.

be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion.

Additional T&C - See Attachment in ATC For Specifications or BID related Certificates (Mandatory)

All bidders are required to submit Annexure-A (Technical Evaluation Criteria / Essential Checklist) duly filled in, signed and stamped on the bidder's official letterhead along with their bid. Submission of this Annexure is mandatory for all participating bidders and will form the basis

for determining the bidder's technical responsiveness.

Bids submitted without Annexure-A, or with Annexure-A incomplete, unsigned or not stamped, shall be treated as non-responsive; in such cases, the technical bids of the concerned bidder's will not be evaluated and are liable to be rejected without any further reference or correspondence.

Note-1

01 - All Bidders should provide quoted item's Make & Model No with its official/printed brochure (Mandatory) if brochure is NA, then please provide detailed specifications (with Make & Model No) as required/asked in BID and this should be in your Co./Firm letter head with duly signed & stamped (Do Not Copy Paste our Required/Asked Specifications)

02 - Copy/Paste of Our Required Technical Specifications or any non-relevant document provided in Technical BID from bidders may leads to rejection of BID.

Price Reasonability-

Submit at least two previous purchase orders issued by any CFTI or government organization for the quoted item, accompanied by corresponding satisfactory performance reports.

Imp: The value of each purchase order must be clearly visible.

If the submitted purchase orders are older than one year, please provide a justification for any price variation.

If no prior purchase order exists for the quoted model, highlight the key differences between the quoted model and the previously supplied model, including a comparative price analysis.

Clearly itemize all cost components including base price, applicable taxes, duties, transportation charges, and packing & forwarding fees in financial bid.

Please Note: This Item Consists Various Components/Parts/Sub Parts/Accessories (See Specifications for Full details) where BID is floated under BOQ Category (See BOQ excel file) with quantities required for each item/items as well & detailed technical specifications for all the item/items is also uploaded in Specification Documents so the BID should be quoted accordingly.

Special Note 1 - Participating bidders can ignore the Make/Model/Brand Specific Name (if mentioned anywhere in bid document) while participating in the bid. Bidders can quote for substantially equivalent products required in the bid.

Bid Specific MAF (Manufacturer's Authorization Form) from OEM should be submitted by the bidder stating that the bidder is an authorized partner of OEM for supply and service of offered product & is authorized to supply the quoted OEM products against the bid. If the bidder is an OEM, then self-declaration on company letter head is to be submitted by the bidder.

EMD Exemption Eligibility and Rejection Criteria -

Bidders claiming exemption from submission of Earnest Money Deposit (EMD) must submit valid supporting documents justifying their eligibility under applicable rules. Only the follo

wing categories are eligible for EMD exemption:

- Original manufacturers, assemblers, or converters for tenders involving supply, manufacture, or related activities.
- Original service providers for tenders involving service delivery.

Note: Trader MSMEs or entities not falling under the above categories are not eligible for EMD exemption. If such bidders submit exemption claims without meeting the eligibility criteria and fail to submit the EMD by the prescribed deadline, their bids shall be summarily rejected without further consideration.

It is the sole responsibility of the bidder to ensure compliance with EMD requirements. Misinterpretation or incorrect assumption of eligibility shall not be entertained as grounds for waiver or reconsideration.

Important Note - As per Make in India (MII) clause for Participating Class I Local Supplier:

Bidders participating as Class-I Local Supplier (Minimum Local Content 50% or above) must submit the local content declaration/certificate issued from OEM only. Otherwise, Bidder would be treated as Class II Local Supplier.

The Institute reserves the right to cancel the tender at any stage without assigning any reason thereof.

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

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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections 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, 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](#)