

## Bid Corrigendum

GEM/2022/B/2420282-C4

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, SCTIMST payable at Trivandrum.  
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. **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.
5. Bidders shall quote only those products 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.
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. 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 %.
8. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
9. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
10. **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.
11. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
12. 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, SCTIMST payable at Trivandrum. 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.
13. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Director, SCTIMST 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 pledgee. 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.

14. **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.
15. Buyer Added text based ATC clauses
- A. A.** Bidders are advised to quote prices as per technical specification.
- B.** The equipment should be supported with spares for a minimum period of 10 years after successful installation and commissioning." All the spares and consumables required for the equipment should be made available through GeM throughout the agreed supporting period". ( A line of confirmation should be submitted along with the bid document.)
- C.** The bidder should submit a declaration confirming that the Product Cost/ Total Cost does not include warranty charges other than OEM Warranty. If any charges claimed by the bidder towards three years warranty which is included in the product cost/total cost should be indicated in the declaration form. Aforesaid declaration should be submitted along with technical bid. On request split up of warranty cost (year wise) shall be provided by the bidder after price bid opening.
- D.** As per Institute policy CAMC should be a maximum of 5 % of equipment cost and escalation, if any (maximum 5 %) should be considered once in every three years. CAMC charges should be calculated excluding the extended warranty cost, if any, and GST of the equipment.
- E.** The supplier shall enter into CAMC with SCTIMST, 3 (three) months prior to the completion of Warranty Period. The CAMC will commence from the date of expiry of the Warranty Period.
- F.** Liquidated Damages:
- If the supplier fails to deliver or install/commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Purchase Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract .
- If any delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- Imposition of liquidated damages,
  - Forfeiture of its Performance Security and
  - Termination of the Contract for default
- G.** The bidder should submit Manufacturer's Authorisation Form as per the format enclosed in ATC.
- H.** Bidder has to demonstrate the equipment Online/Offline on request.
- I.** Bidders should comply the GOI Order **No. F.No.6/18/2019-PPD dtd 23.07.2020** . A declaration with

regard to this OM should be submitted along with technical bid.

**J. Pre-Bid Date and Time** 07-09-2022 15:00 Please join the meeting with following webex link

**Join from the meeting link**

[https://sctimst.my.webex.com/sctimst.my/j.php?  
MTID=m8bfd6f18aab0d0548e786c06874ead04](https://sctimst.my.webex.com/sctimst.my/j.php?MTID=m8bfd6f18aab0d0548e786c06874ead04)

**Join by meeting number**

Meeting number (access code): 2640 952 0132

Meeting password: 12345

**CORRIGENDUM DTD 10.10.2022 AGAINST THE BID NO  
GEM/2022/B/2420282/01.09.2022**

<b>ICU VENTILATOR</b>		
	<b>Specification as per Tender Document</b>	<b>To be read as</b>
<b>Technical Specification Page 4/12</b>		
	In Patient Assessment Tools : Esophageal/trans pulmonary pressure monitoring: Yes, No	Esophageal/trans pulmonary pressure monitoring Yes
	In Patient Assessment Tools : Volume Support.: Yes	Volume Support or equivalent

16. 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 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.
17. 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. 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. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

\*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](#)