

Bid Corrigendum

GEM/2025/B/5772426-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 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. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
Dr. Md Waseem Ahmad
Dept. of Electrical and Electronics Engineering
P. O. Srinivasnagar, Mangalore - 575 025
Karnataka, India.
Email: waseem@nitk.edu.in, Ph: +917753058434
3. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
4. 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.
5. 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 5 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.
6. Buyer Added text based ATC clauses

(1) The Breakup of BOQ or price Breakup should be uploaded under financial cover only (Financial Document).

(2) The authorized service centre or office premises/manufacturing unit (main or branch) must be available within Karnataka State. The supporting documents which has to be uploaded by the bidder should contain name, address, phone number and Email of the above and also the contact person name, phone number and Email. The copy of the trade license must be uploaded.

(3) The warranty period required is for 5 years.

(4) The Hard copy of EMD must be sent to Superintendent/B4-Assistant Purchase Section, NITK Surathkal, P. O. Srinivasnagar, Mangalore - 575 025, Karnataka, India. Phone: 0824-247 3014.

(5) Declaration of abandoned or suspended any awarded service & Blacklist Certificate.

(I) Minimum eligibility criteria for qualifying in Technical bid:

The intending bidder must satisfy all the following requirements for qualifying in the technical bid. Self-attested copy of the related document should be scanned and uploaded while submitting GeM portal.

a. A self-attested copy of registration under the Shops and Commercial Establishment Act (or similar) evidencing registration as a Furniture manufacturer/ Furniture dealer should be uploaded to GeM portal while submitting e-tenders.

b. The bidder must possess GST registration – a self-attested copy should be uploaded.

c. The bidder must possess PAN registration with the Income Tax department – a self-attested copy should be uploaded.

d. The bidder must be registered under the Employees Provident Fund (EPF) Act- a self-attested copy should be uploaded (if not applicable as per the said Act-enclose exemption declaration duly signed and stamped).

e. The bidder must be registered under the Employees State Insurance (ESI) Act- a self-attested copy should be uploaded (if not applicable as per the said Act-enclose exemption declaration duly signed and stamped).

f. The agency must have the experience of having successfully completed similar work as follows during the past seven financial years (Enhancement at simple 7% per annum shall be considered to bring it to the current costing level) in any Central Government department/ State Government department/Central or State Government undertakings/ Central or State government autonomous bodies/Public or Private Sector Units/ Private firms:

(i) At least three single similar works, each work costing not less than ₹ 2.35 lakh; OR

(ii) Two similar works, each work costing not less than ₹ 3.52 lakh; OR

(iii) One similar work of not less than ₹ 4.70 lakh. Similar work means manufacturing, supply, and installation of Furniture items. Self-attested copy of Work Experience certificate issued from Central Government department/ State Government department/Central or State Government undertakings/ Central or State government autonomous bodies/Public or Private Sector Units/ Private firms (with a copy of TDS certificate in case of Private firms) should be uploaded. Relaxation of norms applicable to start-up and MSE as per GOI order.

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1.1 The agency should not have abandoned or suspended any awarded work of any organization during the past five financial years. Relevant proof in the form of an affidavit in this respect should be submitted by the agency by uploading to the GeM portal as per the format provided in the bid document. [(The FORMAT OF AFFIDAVIT has been attached below (Buyer uploaded ATC document))].

1.2 The agency should not have been blacklisted/debarred for competing by any organization during the past five financial years. Relevant proof in the form of an affidavit in this respect should be submitted by the agency by uploading to the GeM portal as per the format provided in the bid document. [(The FORMAT OF AFFIDAVIT has been attached below (Buyer uploaded ATC document))].

(II) GENERAL INSTRUCTIONS, TERMS & CONDITIONS OF CONTRACT:

- 1) Canvassing or offering of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offense under the Laws of India. Such action will result in outright rejection of the bid, in addition to other punitive measures.
- 2) The rate quoted shall satisfy all terms and conditions of the tender document including all statutory obligations of the bidder. All applicable taxes which are to be deducted at source such as income tax, labour cess, etc as per the orders of the Government (State and/ or Central) in force from time to time shall be deducted at source and the TDS certificate shall be issued. Any tax omitted for deduction shall be deducted from the subsequent bills/security deposits. The bidder's quoted rate should be inclusive of all taxes, cess, and levies on material and labour and no extra claim whatsoever in this connection shall be entertained. The bidder's quoted rate should also be inclusive of EPF and ESI benefits to be given to the employees/ workers engaged by him as per the statutory requirements.
- 3) The contractor shall ensure full compliance with the tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgments evidencing filing of returns and shall keep the Institute fully indemnified against liability of tax, interest, penalty, etc. of the contractor in respect thereof, which may arise. The Institute in no way shall be responsible / held responsible for the statutory compliances of the Contractor. In case the Institute is required, by the order of the Law, to fulfil the obligations of the Contractor, the same shall be recovered from the contractor out of his bills or deposits.
- 4) The bid of any bidder who does not accept the conditions contained in the tender document is liable to be rejected.
- 5) The scope of work covered in this tender shall be as per the BOQ, specifications, drawings, instructions, and orders issued to the contractor from time to time during the execution of work. The quantity of various items as entered in the BOQ is indicative only and may vary depending upon the actual requirement. The contractor shall be bound to carry out and complete the stipulated work irrespective of the variation in individual items specified in the bill of quantities.
- 6) If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
- 7) The rate for all items shall be quoted on the tender form (GeM).
- 8) Zero Deviation Bid from the Technical Specification: Bidders are instructed to quote strictly as per technical specification in the bid document as this is a zero-deviation bid, failing which the bid will be treated as non-responsive and will be summarily rejected.
- 9) Any error in description, quantity, or rate in the Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
- 10) The Institute reserves the right to accept the whole or any part of the bid and the bidder shall be bound to perform the same at the quoted rates.
- 11) One bid per bidder: Each bidder shall submit only one bid either by himself or by representing a firm.
- 12) Cost of bid: The bidder shall bear all costs associated with the preparation and submission of his bid. The Institute in no case shall be responsible or liable for those costs.
- 13) The bidder shall not make or cause to be made any alteration, erasure, or obliteration to

o the text of the tender document.

14) The bidder shall quote his rate in Indian rupees.

15) Conditional bids/ offers shall summarily be rejected.

16) The Institute will declare a bidder ineligible either indefinitely or for a specified period of time at the sole discretion of the Institute for the award of contract/ participating in the tenders if at any time the Institute determines that he has furnished false information/ engaged in corrupt or fraudulent practices.

17) The Contractor shall not sub-let the contract or any part thereof or any benefit or interest therein or thereunder.

18) If any overpayment is detected as a result of post-payment audit, it shall be recovered by the Institute from the contractor out of his bills or deposits.

19) Determination of successful bidder: The bidder (technically qualified) who quotes the lowest total bid shall be the successful bidder subject to its meeting to the statutory requirements.

20) Amendment of tender document: At any time prior to the last date of receipt of bids, the Institute may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the Tender document by an amendment. The Institute may at its own discretion extend the last date for the receipt of bids.

21) For any tests as directed by the NITK Surathkal that have to be carried out at an outside laboratory, the cost of materials, transport, etc., shall be borne by the contractor.

22) The samples shall be provided by the Agency free of cost. The testing shall be carried out in any Govt. Lab./Public Undertaking Lab./IIT or NIT Lab./ Government Engineering University or any other lab as approved by NITK Surathkal.

****Disclaimer:** *** Bidders are advised to exercise caution and not respond to any unknown calls, emails, or embedded links requesting payment for participating in the tender or for any other purpose. Please note that NITK Surathkal never asks for any tender fee for participation in tenders or bids.*

7. 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.
8. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder 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 bidder 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.
9. **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.
10. 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.
11. 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 %.
12. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
13. 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.

14. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
15. 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.
16. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
17. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
18. **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
19. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
20. **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.
21. **Purchase Preference linked with Local Content (PP-LC) Policy:**

The bid clause regarding "Preference to Make In India products" stands modified in this bid and shall be governed by the PPLC Policy No. FP-20013/2/2017-FP-PNG dated 17.11.2020 issued by MoP&NG as amended up to date. Accordingly, bidders with Local Content less than or equal to 20% will be treated as "Non Local Supplier". The prescribed LC shall be applicable on the date of Bid opening. Sanctions on the bidders for false / wrong declaration or not fulfilling the Local Content requirement shall be as per the PPLC policy. Further following additional provisions are added in the certification and verification of local content provision of the Preference to Make in India clause:

- i. In case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.
 - ii. Along with Each Invoice: The local content certificate (issued by statutory auditor on behalf of procuring company) shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
 - iii. The bidder shall submit an undertaking from the authorized signatory of bidder having the Power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
22. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar/URC for that product/service category. If the bidder wants to avail the reservation benefit, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.
23. **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.

24. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
25. 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.
26. 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.
27.
 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.
28. 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.
29. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
30. 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.

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](#)