

Corrigendum for Bid No. GEM/2025/B/6348626

Sr. No.	Tender Specifications	Revised Specifications
1	Certification European: CE (with verified number)	Certification: The bidder can submit the CE or other equivalent certification

Bid Corrigendum

GEM/2025/B/6348626-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. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods
2. 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.
3. Buyer Added text based ATC clauses

Buyer Added text-based ATC clauses

- (i) The Bidder has to upload catalogue/brouchure of the offered product.
- (ii) Detailed compliance on the bid technical specifications to be uploaded.
- (iii) **Bidder Earnest Money Deposit (EMD)** - As per GeM General Terms & conditions, scanned copy of EMD shall be uploaded by the Seller in the online bid, and an original copy of the same will have to be submitted directly to the Buyer mentioned delivery address within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.
- (iv) **Performance Bank Guarantee (PBG)** - As per GeM General Terms & Conditions, the Online PBG or Offline PBG must be submitted by Seller to the Buyer within 15 days of the award of the contract on Ge M. The payments to the seller shall become due only after receipt of the Performance Bank Guarantee by the Buyer and verification of its genuineness. No interest shall be payable upon the Performance Bank Guarantee.
- (v) If the Seller fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Buyer to forfeit, either in whole or in part, the Performance Bank Guarantee furnished by the Seller.
- (vi) The Bidders to provide basic details sought in Buyer Added Specific ATC.
- (vii) The amount of Agency Commission (not exceeding the prescribed limit) payable to the Indian Agent should not be more than what is specified in the Agency agreement (a certified copy should be submitted along with the bid) between the bidder and the Indian Agent. The Indian Agent will be required to submit a certificate along with their Agency Commission bill, confirming that the amount claimed as Agency Commission in the bill has been spent/will be spent strictly to render services to the foreign Principal, in terms of the Agency Agreement. The Purchaser or their authorized agencies and/or any other authority of the Government of India shall have rights to examine the books of the Indian Agent, and defects or misrepresentations in respect of the afore-indicated confirmation coming to light during such examinations will make the foreign Principal (i.e. the Contractor) and their Indian Agent liable to be banned/suspended from having business dealings with the Purchaser, following laid down procedures for such banning/suspension of business dealings.
- (viii) **Undue profiteering:** Bidder shall specifically mention this fact in his bid giving reasons for or quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the OEM prices or to terminate the contract and avail all the remedies available there

ein in addition to other punitive actions for violation of Code of Integrity.

- (ix) **Book Examination Clause:** The Procuring Entity reserves the right for 'Book Examination' as follows: The Bidder/contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The Contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of executing this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor. The contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the contractor's premises to examine the processes of production and estimate or ascertain the cost of performance of Contract. The authorised Government Officer shall have power, mutatis mutandis, to examine all the relevant books of Contractor's subcontractor, or any subsidiary or allied firm or company, if any portion of the contract is entrusted or carried out by such entities. If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level. The Contractor or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the contractor or its agencies calling for the production of documents. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.

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

5. **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

6. 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.

7. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
Director, NCPOR
payable at
Vasco Da Gama, GOA

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.

8. Bidders can also submit the EMD with Banker's Cheque in favour of
Director, NCPOR
payable at
Vasco Da Gama, GOA

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.

9. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
Director, NCPOR
Account No.
10153336180
IFSC Code
SBIN0004116
Bank Name
State Bank of India
Branch address
SBI Commercial Branch, Vidhyadhiraj Bhavan, F L Gomes Road, Vasco Da Gama, GOA-403802.

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.

10. Warranty period of the supplied products shall be 5 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.
11. 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.
12. 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.
13. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in
Beneficiary name
Director, NCPOR
Account No.
10153336180
IFSC Code
SBIN0004116
Bank Name
State Bank of India
Branch address
SBI Commercial Branch, Vidhyadhiraj Bhavan, F L Gomes Road, Vasco Da Gama, GOA-403802.
. Successful Bidder to indicate Contract number and name of Seller 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 in place of PBG within 15 days of award of contract.
14. 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, NCPOR
payable at
Vasco Da Gama, GOA
. 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.
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.
16. 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.
17. 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.
18. **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.

19. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
20. 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.
21. 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 %.
22. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

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](#)

Revised compliance for Supply, Installation, Testing & Commissioning of AED Defibrillator Machines, Qty. 03 Nos.

**** Please note: Bidders to submit Revised compliance on all the required technical specifications along with supporting document / Documentary proof / Data sheet for the Quoted item duly signed & sealed on each page.**

Sr No	<u>ITEM SPECIFICATIONS</u>	<u>Compliance</u>	<u>Remarks</u> <u>(if any)</u>
A	Automatic External Defibrillator Machines Brand: Model:		
1.	Display: AED have an LCD Screen that displays text prompts & ECG on screen		
2.	Warranty of AED: 5 years		
3.	IPX rating for dust & water protection : IP55 or better		
4.	Event summary recording and printing facility		
5.	Battery Life: Stanby life of AED battery shall be of ≥ 4 years, sufficient for eight hours of monitoring or 100 shocks.		
6.	Certification: The bidder can submit the CE or other equivalent certification		
B	Special Conditions		
a)	Supply, Installation, Testing & Commissioning at National Centre for Polar and Ocean Research, Goa 403804 - India		
b)	An valid authorization letter from the manufacturer or OEM self-declaration should be provided with the tender.		
c)	The Bidder/OEM should have prior experience in the supply of similar products to the Central/State government/PSU/Any Reputed Organization in the past 2 years ending March 2025. Provide Order Completion Certificates or GeM Consignee Receipt Cum Acceptance Certificate (CRAC) as valid proof for meeting the experience criteria. Purchase orders/contracts/OEM, Catalogue etc to be provide in support.		
d)	Bidder should have positive balance sheet of 2 years in last 5 years. Please submit the audited balance sheet ending March 2025.		
f)	Operating Manual: 02 Set of Operating manual to be supplied. (Language: English)		
h)	Delivery Period: 45 days		
j)	The Bidder must submit product catalogues, data sheets, application notes etc., along with the technical bid for validating the specification.		
k)	The Bidder must submit a point-wise compliance statement in the technical bid along with documentary proof. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.		

BIDDER DETAILS FORMAT

(Mandatory details to be submitted along with the Bid Documents)

A	Company Information of the Bidder/Service Provider:	
1	Company Name in full as per GeM:	
2	Address in full as per GeM:	
3	Contact Name &No.: 1) Primary 2) Secondary	
4	Email id: 1) Primary 2) Secondary	
5	GST No.	
B	Bank Information of the Bidder/Service Provider:	
1	Bank Account Number:	
2	Bank Account Type: Savings/Current Account.	
3	Name of the Beneficiary Bank Account as registered in GeM:	
4	Bank name in full:	
5	Bank Branch& Address:	
6	IFSC Code:	

Company STAMP & SIGNED.