

Bid Corrigendum

GEM/2024/B/5597045-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. Buyer Added text based ATC clauses

TEXT BASED ATC TERMS & CONDITIONS

1. Bidding may be submitted only by the 'Original Equipment Manufacturer' or their 'Authorized Dealers/resellers'.
2. Non-compliance of the tender terms, non-submission of required documents, lack of Clarity of the specifications, contradiction between the bidder specification and Supporting documents etc. may lead to rejection of the bid.
3. It is required that all bidders comply with the technical specifications, including any additional specifications. Accordingly, the submission of the Technical Specification Compliance, as outlined in the attached Annexure, is mandatory. Failure to submit this documentation will result in the rejection of the bid from the technical evaluation process, and no representations concerning this matter will be entertained. The University reserves all rights in this regard.
4. Additional Specification Parameters, if any Additional Specification Parameters as stipulated in the Bid Document must be complied by the Bidder/Seller and supply may be made accordingly otherwise material will be liable for rejection.
5. The bidders are required to submit documents duly signed by the authorized representative of the Firm / Company shall invariably be submitted/uploaded by the bidder(s) along with the bid for evaluation of the offer: the documents are attached in the "buyer added bid specific ATC"
6. Please Ensure to specify the Make and model of the offered Item. Mere Reproduction of the asked specification without any supporting official / printed brochure of the offered product may lead to rejection of bid.
7. The successful bidder shall be responsible for the uninstallation, transfer, and installation of the equipment's to the new location (Permanent Campus) as and when informed by NFSU Dharwad within 4 years from the date of first installation free of cost.
8. The following Buyer Added Bid Specific Terms and Conditions will apply for this bid. These Specific Terms and Conditions will modify / substitute / supplement the other clauses mentioned in bid document. Whenever there is any conflict between the provision of other clauses mentioned in the bid document and that in the Buyer Added Bid Specific Terms and Conditions, the provision contained in the Buyer Added Bid Specific Terms and Conditions shall prevail.
9. EMD Exemption will be provided as per Government of India norms and guidelines.
10. NFSU Dharwad reserves the right to Cancel/Modify the bidding process fully or partially at any time without incurring any liabilities to NFSU Dharwad in this regard.

11. The Campus Director, NFSU, Dharwad Campus may seek any clarification / explanation / Documentary evidence related to offer at any stage from tenderers if required. However, any clarification / explanation or documentary evidence leads to implication on quoted Price shall be considered only for placing the order but not for price evaluation.
12. Certification/Standard/Benchmarks: The goods must be certified based on applicable Standards like ISO, ISI, QCI, BIS or other international standards etc. The certificate for the Same should be attached with bidding documents.
13. Payment will be made on successful delivery, installation, training (if any).
14. No advance payment will be made. Payment will be processed through RTGS or online transfer after the purchase order or work order is fully executed and all required documents are submitted, preferably within 30 days after satisfactory delivery, inspection, installation, and acceptance. The necessary documents include a pre-receipted tax invoice, delivery challan, warranty certificate, installation report in triplicate, and a Performance Bank Guarantee, all subject to verification.
15. The supplier must demonstrate that it has a proven appropriate set-up and capability to provide after-sales service efficiently and effectively.
16. **Inspection after Installation & Commissioning of the equipment at consignee's/User site:**
 - a. The goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at consignee's premises for their compliance to the contract specifications.
 - b. The Director, NFSU Dharwad Campus shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.

17. Defective Equipment:

- a. If any of the equipment supplied by the Tenderer is found to be Substandard, refurbished, un-merchantable or not in accordance with the Description/specification or otherwise faulty, the purchaser/consignee will have the right to Reject the equipment or its part. The prices of such equipment shall be refunded by the Tenderer with 18% interest if such payments for such equipment have already been made. All damaged or unapproved goods shall be returned at supplier. Defective part in Equipment, if found before installation and/or during warranty period, shall be replaced Within 30 days on receipt of the intimation from this office at the cost and risk of supplier Including all other charges. In case supplier fails to replace above item as per above terms and conditions, Purchaser/Consignee may consider "Banning" the supplier.
 - b. Rejected items must be removed by the Bidders within one week from the date of rejection at their own risk and cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.
18. **Risk Purchase Clause:** In the event of failure of supply of the item/equipment within the Stipulated delivery schedule, the purchaser has all the rights to purchase the Item/equipment from the other source on the total risk of the supplier under risk purchase Clause.
19. **Resolution of Disputes:** The dispute resolution mechanism to be applied pursuant shall be as follows: In case of Dispute or difference arising between the Purchaser and a domestic supplier Relating to any matter arising out of or connected with this agreement, such disputes or Difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, The rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Campus Director, NFSU, Dharwad Campus and if he is unable or un

willing to act, to the sole arbitration of some other person by him willing to act as such Arbitrator. The award of the arbitrator so appointed Shall be final, conclusive and binding on all parties to this order.

- 20.** For any queries with regard to terms and conditions of this tender, please write to purchase_dharwad@nfsu.ac.in or can be contacted at +91 836 200 2641/ +91 836 200 2614

OTHER SPECIAL TERMS AND CONDITIONS

- 1. Site Preparation:** The supplier shall inform to the purchaser/consignee about the site Preparation, if any, needed for the installation of equipment, immediately after the receipt of the purchaser order. The supplier must provide complete details regarding space and all The other infrastructural requirements needed for the equipment, which the Purchaser/consignee should arrange before the arrival of the equipment to ensure its timely Installation and smooth operation thereafter. The supplier shall visit the purchaser/consignee site where the equipment is to be installed and may offer his advice and render assistance to purchaser/consignee in the preparation of The site and pre-installation requirements.
- 2.** The Bidders must supply all the hardware and accessories required for complete installation.
- 3.** A comprehensive warranty for a duration of **three years** must be provided by bidders for all major equipment.
- 4.** The term “warranty” implies comprehensive maintenance which will cover replacement of all defective parts/equipment.
- 5.** An undertaking from the OEM is required stating that they would facilitate the Bidder on a regular basis with technology/product updates and extend support for The warranty as well.
- 6.** The scope includes supply, installation, configuration, integration with all associated products, end to end testing and commissioning of the solution onsite at NFSU Dharwad Campus. Bidder should configure the entire solution as per the requirement of NFSU Dharwad Campus.
- 7.** The bidder shall be responsible for arranging and maintaining at their own cost all materials, tools & facilities for workers, and all other services required for executing the work unless otherwise specifically provided for in the contract documents.
- 8.** In the tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same Item/product in the same tender.
- 9.** If an agent submits bid on behalf of the Principal/OEM, the same agent shall not Submit a bid on behalf of another Principal/OEM in the same tender for the same Item/product.
- 10. Demo:** Technically qualified vendors are required to have demonstration of quoted Items to the user for verification of specification, performance, accuracy and precision as and when required. If it is found not satisfactory, reports for this item, the vendors become Technically not qualified. Demo will be provided to onsite/vendor’s Technical Lab/Other Users’ site.
- 11.** Conditional bid will not be accepted in any case. Bid with conditional clause will be summarily rejected and correspondence in this regard will be entertained.

Amended Specifications for Corrigendum of Comparison Microscope GEM Bid No. GEM/2024/B/5597045 dated 13-11-2024

Sr. No. (as in the original specifications)	Features/Parameters	Tender Specifications	Amended specifications
1	Scope	The comparison microscope shall be used for comparison of tool marks and firearm signatures on fired cartridge cases/ bullets/bullet fragments and other forensic physical exhibits, routine ballistics and tool mark examinations, document examination, fingerprint examination, etc.	The comparison microscope shall be used for comparison of tool marks and firearm signatures on fired cartridge cases/ bullets/bullet fragments and other forensic physical exhibits, routine ballistics and tool mark examinations, document examination, fingerprint examination, etc. Transmitted light base should be provided for document examination, fingerprint examination, etc.
5 (iii)	Stage	X-Y Stage: these stages should have 50mm of X-axis or better and 70mm of Y-axis or better movement.	X-Y Stage: these stages should have 50mm of X-axis or better and 50mm of Y-axis or better movement
6 (i)	Sample Holders	Universal sample holder (qty 2) that without additional components, should hold sample as small as 0.030" wire and as large as a 12 gauge shotgun shell or better.	Universal sample holders (qty 2) compatible with the given system that without additional components, should hold sample as small as 0.030" wire and as large as a 12 gauge shotgun shell or better.

2. Buyer uploaded ATC document [Click here to view the file.](#)
3. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
WALMI Campus
Near High Court
P.B Road
Belur Industrial Area
Dharwad-11
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 (Part of Service delivery) 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.

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. 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.

8. 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.

9. **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
10. Scope of supply includes Training: Number of employees to be trained
5
, Place for Training
NFSU Dharwad Campus
and Duration of training
5
days.
11. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:
As mentioned in the bid document
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12. 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.
13. 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.
14. 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.
15. 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)
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. 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.
19. 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.
20. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
21. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
22. 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.
23. 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.
24. 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.
25. 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
As mentioned in the bid document
(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)
26. 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.
27. 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.
28. **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.

29. 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 35% of estimated bid value; or
- (ii) Two orders of at least 20% each of estimated bid value; or
- (iii) Three orders of at least 15% 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

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

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](#)