

Bid Corrigendum

GEM/2025/B/6377672-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. 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. Bidder shall submit the following documents along with their bid for Vendor Code Creation:
 - a. Copy of PAN Card.
 - b. Copy of GSTIN.
 - c. Copy of Cancelled Cheque.
 - d. Copy of EFT Mandate duly certified by Bank.
3. 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.
4. **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
5. 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.
6. 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.
7. Scope of supply (Bid price to include all cost components) : Only supply of Goods
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. Warranty period of the supplied products shall be 1 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.

10. Buyer Added text based ATC clauses

Corrigendum-I

Following Changes are hereby made in the tender:

Sl. No	Page no	Clause	In Place of	To Read as
1	23/26	10. Buyer Added Bid Specific ATC ↓ 2) Technical Competency:	a. This tender is Proprietary Tender and meant for submission of offer by M/s. OEM or their principal authorized dealers. However bid specific authorization should be submitted along with the offer, otherwise offer shall not be considered. Make: Siemens.	a. This tender is Proprietary Tender and meant for submission of offer by OEM or their principal authorized dealers can participate (valid authorization certificate should be submitted along with the offer) otherwise offer shall not be considered. Make: Siemens.

1) i) EMD (Earnest Money Deposit): EMD is to be remitted by way of 'account payee demand draft' or 'Banker's cheque' or 'Bank Guarantee from any scheduled commercial Banks' or "online payment" in favour of IREL. In case of online payment, bidders should submit the UTR no. enabling verification of receipt of the amount.

ii) EMD exemption is applicable as per attached GEM GTC clause no. (4. Xiii. (m)) page no. 18 of 52

2) Technical Competency:

a. This tender is Proprietary Tender and meant for submission of offer by M/s. OEM or their principal authorized dealers. However bid specific authorization should be submitted along with the offer, otherwise offer shall not be considered.

Make: Siemens.

b. Bidder should submit undertaking state that "I do hereby confirm and certify that the rates quoted in this tender are same and not higher than those quoted with other Government, public sector or private organizations. All the product(s) offered is/are fully compliant with the specifications asked for in the tender along with bid".

NB: a) Party should upload the technical specifications duly signed & sealed during bidding.

b) It is mandatory to upload filled check list form available in bid under heading "Excel Upload Required", otherwise bid is treated as unresponsive.

c) For MSE & Start-up bidders, Past experience is relaxed. However, bidders have to establish their technical competency by submitting supporting documents towards successful execution of similar supplies for any value, failure to which the offer will not be considered for evaluation.

d) Quantity may increase/ decrease as per the actual requirement.

3) Liquidated Damages (LD): If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/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 conditions aforesaid, @ 0.5% of the contract value.

contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value. **Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).**

4) Payment Terms (As per GEM GTC) i.e: 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.

5) Purchase Preference is given as specified in bid. Bidders are advised to take care to claim for the PPP/ MII purchase preference feature by uploading the MSE document once again in PPP/ MII purchase preference part while participating in the GeM bid.

6) Offers from vendors defaulted to IREL (India) Limited, OSCOM during last one year will not be considered.

7) Bidder should upload their bank details along with offer for Payment and EMD/SD refund purpose

8) Other terms & condition and contact details are attached in buyer uploaded ATC doc.

9) Engineer-In-Charge: Shri S K Mishra, CM-T (Maint.)

10) File No: 01-32817/R

11) Contact person of Tendering Authority

IREL (India) Limited, OSCOM Unit

<u>Purpose</u>	<u>Name</u>	<u>Email id</u>	<u>Mobile No.</u>
For Bid/tender related query	Shri S K Pandey, DGM-Tech. (Purchase)	skpandey@irel.co.in purchase1-os@irel.co.in	+91 96048311614
	Smt.Sweta Sinha, Manager(Purchase)	sksinha@irel.co.in	+91 7978132875
For Consignment/ Goods Transportation related Query	Shri. Ashutosh Pandey, DGM (HRM) & I/c- Stores	stores-os@irel.co.in , ashutosh.pandey@irel.co.in	+91 9867754386
For Payment/refund related Query	Shri. J. Nayak, DGM (F&A)	jnayakan@irel.co.in , finance-os@irel.co.in	+91 9220310513
For Technical Specification/ Scope of work related Query	Shri S K Mishra CM-T(Maint.)	skmishra@irel.co.in	+91 9437160577

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](#)