

Bid Corrigendum

GEM/2023/B/4167934-C7

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. **Scope of supply (Bid price to include all cost components) :** Supply Installation Testing and Commissioning of Goods
3. **Buyback for Non PFMS/Non GPA:**
 1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.
 2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Illustrative examples for bidders are as under for understanding of the seller.

Excel sheet for explanation to Buyback ATC							
S.no	Cost of Fresh Good (A)	%age of GST on Fresh Good as considered by seller at the time of quote (B).	GST Amount on Fresh Good (C)	Cost of Buyback item (D)	%age of GST on Buyback items (E) as fixed by buyer in the bid	GST Amount on Buyback item (F) as applicable at the time of invoice by buyer	Quote of the Bidder (G= {A+C-D})
1	100	28	28	20	8	1.6	108
2	100	9	9	20	8	1.6	89
3	110	10	11	24	8	1.92	97

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back items separately after award of contract through email to the government buyer/consignee.
4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.

10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
13. Item Details Consignee wise will be indicated in the corrigendum like -

1. Consignee wise
2. Item Description
3. Serial Number
4. Model
5. Brand
6. Year of manufacturing
7. Purchased on
8. Age
9. Size, Rating, Designation
10. Quantity
11. Min price (Optional)
12. Unit
13. Working Guidelines (/Functional/Non-Functional)
14. Remarks

14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commissioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.

15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

4. The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The goods for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.

Applicable Concessional rate of GST :

12

%

Notification No. and date :

8/2022- Integrated Tax (Rate)

dated

13/07/2022

5. Buyer uploaded ATC document [Click here to view the file.](#)
6. Buyer Added text based ATC clauses

NOTE:

1. BIDDERS ARE REQUESTED TO UPLOAD THE ANNEXURE-AAA, i.e PRICE BID FORMAT/PRICE SCHEDULE PROFORMA ALONG WITH THE PRICE BID ONLY. IF THE ANNEXURE AAA, i.e PRICE BID FORMAT/PRICE SCHEDULE PROFORMA IS FOUND ATTACHED ALONG WITH THE TECHNICAL BID, THEN THE OFFER SHALL BE STRAIGHTWAY REJECTED. BIDDERS TO TAKE NOTE OF THE SAME AND UPLOAD THE ANNEXURE -AAA ALONG WITH THE PRICE BID ONLY.

DISCLOSURE OF PRICE BID/PRICE SCHEDULE PROFORMA IN THE TECHNICAL BID SHALL LEAD TO REJECTION OF BIDS STRAIGHTWAY.

2. BIDDERS ARE REQUESTED TO REFER BUYER UPLOADED ATC DOCUMENT FOR DETAILS OF EXISTING UPS AND BATTERIES FOR BUY-BACK AND FOR THE TIME SCHEDULES OF THE TENDER.

3. BIDDERS ARE REQUESTED TO QUOTE AGAINST ALL THE ITEMS, FAILING WHICH THEIR OFFER SHALL BE STRAIGHTWAY REJECTED.

4. Clause No. A.3.1 & A.3.2 of Annexure-CCC (BID REJECTION CRITERIA/BID EVALUATION CRITERIA) has been amended as under-

- <u>EXISTING</u>	- <u>AMENDED</u>
A.3.1 In case the bidder is an Original Equipment Manufacturer (OEM) of the offered UPS units: The bidder must have the experience of successfully executing a single order for Supply, Installation and Commissioning of minimum 42 nos. of UPS unit with each UPS unit having minimum 5 KVA capacity executed by the bidder themselves or through their Authorised dealers / agents during last five (05) years preceding the original bid closing date of this tender in any upstream/ downstream Oil & Gas company or any Govt. of India Organisation / PSU. Documentary evidence in this regard must be submitted along with the Technical Bid as per A.3.3 below.	A.3.1 In case the bidder is an Original Equipment Manufacturer (OEM) of the offered UPS units: The bidder must have the experience of successful execution of Supply, Installation and Commissioning of minimum 42 nos. of UPS unit with each UPS unit having minimum 5 KVA capacity executed by the bidder themselves or through their Authorised dealers / agents, during last five (05) years preceding the original bid closing date of this tender in any upstream/ downstream Oil & Gas company or any Govt. of India Organisation / PSU. Documentary evidence in this regard must be submitted along with the Technical Bid as per A.3.3 below. Note: The above criteria can be fulfilled by the bidder either in a single order or in multiple orders.
A.3.2 In case the bidder is an Authorised dealer/agent of Original Equipment Manufacturer (OEM) of the offered UPS units: The bidder must have the experience of successfully executing a single order for Supply, Installation and Commissioning of minimum 42 nos. of UPS unit with each UPS unit having minimum 5 KVA capacity executed by the bidder themselves during last five (05) years preceding the original bid closing date of this tender in any upstream/ downstream Oil & Gas company or any Govt. of India Organisation / PSU. Documentary evidence in this regard must be submitted along with the Technical Bid as per A.3.3 below.	A.3.2: In case the bidder is an Authorised dealer/agent of Original Equipment Manufacturer (OEM) of the offered UPS units: The bidder must have the experience of successful execution of Supply, Installation and Commissioning of minimum 42 nos. of UPS unit with each UPS unit having minimum 5 KVA capacity executed by the bidder themselves, during last five (05) years preceding the original bid closing date of this tender in any upstream/ downstream Oil & Gas company or any Govt. of India Organisation / PSU. Documentary evidence in this regard must be submitted along with the Technical Bid as per A.3.3 below. Note: The above criteria can be fulfilled by the bidder either in a single order or in multiple orders.

7. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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](#)