

## Bid Corrigendum

GEM/2025/B/5796882-C4

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 % of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
2. 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 %.
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. 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](#)
5. 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.
6. 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)
7. **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.
8. **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.
9. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference,

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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.

10. 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.

11. 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.
12. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
13. Bidders can also submit the EMD with Account Payee Demand Draft in favour of  
The Director IISER Tirupati  
payable at  
35029946671 IFSC Code SBIN0064604 Bank Name State Bank of India Branch address IIT Tirupati Campus Branch  
.  
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.
14. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name  
The Director IISER Tirupati  
Account No.  
35029946671  
IFSC Code  
SBIN0064604  
Bank Name  
State Bank of India  
Branch address  
IIT Tirupati Campus  
.  
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.

15. 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  
The Director IISER Tirupati  
Account No.  
35029946671  
IFSC Code  
SBIN0064604  
Bank Name  
State Bank of India  
Branch address  
IIT Tirupati Campus  
. 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.
16. Buyer uploaded ATC document [Click here to view the file.](#)
17. Buyer Added text based ATC clauses

## **MANDATORY SITE VISIT REQUIREMENT FOR PRE-BID MEETING AND ALSO FOR SUBMITTING BID FOR THIS TENDER**

### **Site Visit**

In order to attend the pre-bid meeting for this tender, it is **mandatory** for all interested bidders to conduct a site visit. The site visit will provide bidders with a clear understanding of the project scope, existing conditions, and any other relevant details required to submit a comprehensive and accurate bid.

### **Details of the Site Visit:**

- **Date of Site Visit:** From 16-Jan-2025 to 17-Jan-2025

**Please note that the Date of the Site visit has been extended to 21-Jan 2025 up to 12:00 PM.**

**Extended Date and Time of Site Visit: 20-Jan-2025 to 21-Jan-2025 till 12:00 PM**

- **Location of the Site:**

**Indian Institute of Science Education and Research Tirupati**

Permanent Campus:

Srinivasapuram, Venkatagiri Road, Jangalapalli Village, Panguru (G.P),

Yerpedu Mandal, Tirupati District, Andhra Pradesh,

India - 517619.

- **Contact Person:**

Prof. Ponneri C. Ravikumar

Email: [it-chair@labs.iisertirupati.ac.in](mailto:it-chair@labs.iisertirupati.ac.in)

All bidders must confirm their participation in the site visit by submitting a formal email to [it-chair@labs.iisertirupati.ac.in](mailto:it-chair@labs.iisertirupati.ac.in) not later than 19-Jan-2025. Only those bidders who have attended the site visit will be eligible to attend the pre-bid meeting and submit a bid.

### **Important Notes:**

1. Bidders are required to adhere to the designated time for the site visit and should arrive promptly.
2. Failure to attend the site visit will result in disqualification from participating in the pre-bid meeting and bidding for this tender.
3. The bidder is responsible for any expenses incurred during the site visit, including travel and accommodation.
4. The bidder is required to visit the site to familiarize themselves with the area and the operational system. The cost of the site visit will be borne by the bidder. The contractor must submit an undertaking to the Institute confirming that they have visited the site and are fully aware of the area and operational conditions, as outlined in Annexure-N, on a mandatory basis.
5. For any additional inquiries, please contact through Email: [it-chair@labs.iisertirupati.ac.in](mailto:it-chair@labs.iisertirupati.ac.in) and Ph: 8772500930.

**Delay by Road Transport/Courier/Post/Any Other Mode:** Delay of the materials subject to any mode of transport/courier/post/any other mode is responsible of the supplier, if any charges incurred will be borne by the supplier and **Liquidity Damage** will be levied.

**LIQUIDITY DAMAGES (LD):** 0.5% per week of the ORDER VALUE will be applicable for delayed supply towards liquidated damages subject to maximum of 10 % beyond the due date. Even if partial delivery is made, the penalty will be imposed on the total order beyond the due date. Such money will be deducted from any amount due or which may become due to supplier.

### **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](#)