

Bid Corrigendum

GEM/2025/B/6917158-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. 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)
2. 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 25% of total value.
3. Buyer uploaded ATC document [Click here to view the file.](#)
4. Buyer Added text based ATC clauses

Video Conference Link For Pre Bid Meeting:-

<https://cilhq4.webex.com/cilhq4/j.php?MTID=m45dec0ccff343ca2557d542037106e59>

Corrigendum

The following clauses of the GeM Bid are hereby amended as under:-

Clause no	Existing Clause as per GeM Bid	Clause to be read as
Schedule of Requirements Part-I	Delivery Schedule: 01 (one) machines within 10 (ten) months from the date of signing of Contract and thereafter 01 (one) machine within next 1 month.	Delivery Schedule: 01 (one) machine within 18 (Eighteen) months from the date of signing of Contract and thereafter 01 (one) machine within next 1 month.

<p>ATC clause no 18</p>	<p>The Financial document in the form of Excel file will be submitted along with the Price Bid on GeM portal. Bidder will quote the rates, taxes and other cost elements as provided in the sheet for the offered items. Thereafter, the bidder will upload the same Excel file. The Price Bid which is incomplete and not submitted as per instructions given above will be rejected.</p> <p>The Financial document will consist of three sheets.</p> <p>Sheet 1 – The price for equipment, consumable spares & consumables during warranty period and spares & Consumables for 5 years after warranty period under spares cost cap are required to be quoted in sheet 1.</p>	<p>The Financial document in the form PDF (i.e., PDF of the Excel file) will be submitted along with the Price Bid on GeM portal. Bidder will quote the rates, taxes and other cost elements as provided in the sheet for the offered items. Thereafter, the bidder will upload the same Excel file. The Price Bid which is incomplete and not submitted as per instructions given above will be rejected.</p> <p>The Financial document will consist of three sheets.</p> <p>Sheet 1 – The price for equipment, consumable spares & consumables during warranty period and spares & Consumables for 11 years after warranty period under spares cost cap are required to be quoted in sheet 1.</p>
<p>Clause no 13.1 of ATC(para 1 only)</p>	<p>Supplier will raise GST Invoice for equipment one week prior to completion of 3 months from the date of commissioning of the equipment to concerned project. On receipt of GST Invoice, payment shall be made just one week prior to 90 days from the date of invoice for 100% landed value of the invoice raised comprising the equipment value against submission of Performance Bank Guarantee for 100% landed value of the contract value of the particular equipment valid for a period of 27 months (beyond initial three months) from the date of commissioning of the equipment and upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Dept. of the subsidiary company, where the equipment has been deployed.</p>	<p>Supplier will raise GST Invoice for equipment at the time of dispatch / one week prior to completion of 3 months from the date of commissioning of the equipment to concerned project. On receipt of GST Invoice, payment shall be made only after completion 90 days from the Date of commissioning for 100% landed value of the invoice raised comprising the equipment value against submission of Performance Bank Guarantee for 100% landed value of the contract value of the particular equipment valid for a period of 27 months (beyond initial three months) from the date of commissioning of the equipment and upon presentation of successful commissioning certificate, signed by the concerned officials of the Project and counter-signed by the Area General Manager and HOD of Excavation Dept. of the subsidiary company, where the equipment has been deployed.</p>

All other terms & Conditions of the GeM Bid shall remain unchanged

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](#)