

Bid Corrigendum

GEM/2024/B/4651607-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 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. **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 100% of total value.

3. **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.
4. **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.
 5. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.

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

Corrigendum issued for Change in Tender Condition and Time & Date of Receipt and Opening of Bid is revised

Details of Corrigendum

Change in Tender Condition and Time & Date for Receipt and Opening of Bid is revised as per details given below:-

<u>No</u>	<u>Existing clause</u>	<u>Modified As</u>
1	Point 2.4.5. (Pg 42 / 164 of Tender document) The quoted amount includes transportation, installation, commissioning, support, service, and replacement of required consumables and spares for the continuous smooth working of SFP and MFD machines supplied by the bidder. Only paper & power supply is in BHEL Scope. All other consumables, including cartridges, shall be supplied from OEMs or the OEM's authorised suppliers only.	Point 2.4.5. (Pg 42 / 164 of Tender document) The quoted amount includes transportation, installation, commissioning, support, service, and replacement of required consumables and spares for the continuous smooth working of SFP and MFD machines supplied by the bidder. Only paper & power supply is in BHEL Scope. All Consumables including Cartridges supplied should be from OEM.
2	Annexure TE (Section - BHEL-MPS - List of Software Features required) 1.1 BHEL Opts for MPS Solution with on-premise model. [i.e. MPS service to be availed thru, BHEL on premise Server(s)].	Annexure TE (Section - BHEL-MPS - List of Software Features required) 1.1 BHEL Opts for MPS Solution with on-premise model. [i.e. MPS Service to be availed thru Bidder's server(s) in BHEL Premises.].
3	Annexure TE (Section - BHEL-MPS - List of Software Features required 7 Toner/ Maintenance Kit Replacement Services status email to OEM & MPS administrator) Bidder to take proactive measure with respect to consumables/spares management. Automated delivery by solution provider	Annexure TE (Section - BHEL-MPS - List of Software Features required) Bidder to take proactive measure with respect to consumables/spares management. Automated delivery by solution provider. No data flows out of BHEL except Print meta-data /Alert Mechanism/ Notification of Toner & Health Status to be permitted to bidder for enabling them to provide prompt service.

4	9.0 Checklist of Enclosures (for techno-commercial offer) Sl.no 12 - Rate Schedule Format Annexure-TG (Pg 62 / 164 of Tender document)	9.0 Checklist of Enclosures (for techno-commercial offer) Sl.no 12 - Rate Schedule Format ANNEXURE – 1 (Pg 62 / 164 of Tender document)
5	Reference to Final Requirement Variation (+/- 25%) in GeM.	Final requirement may have a variation of upto $\pm 15\%$ of the overall contract value. (Pg 40 / 164 of Tender document)
6	Point 6.3.3. (Pg 58 / 164 of Tender document) The RE deployed to render services shall be appropriately skilled, trained (on the equipment which she/he is going to maintain) and shall be bonafide employee of the bidder. Upon emerging as successful bidder, the copies of requisite experience and qualification certificates of RE need to be submitted.	6.3.3. (Pg 58 / 164 of Tender document) The RE deployed to render services shall be appropriately skilled, trained (on the equipment, which she/he is going to maintain). Upon emerging as successful bidder, the copies of requisite experience and qualification certificates of RE need to be submitted.
7	For the convenience of Vendor, Bank Guarantee Format for EMD (Earnest Money Deposit) is attached.	

Original Time & Date	Revised Time & Date
Existing Date & Time for Receipt of Tender :- 18.00 Hrs on 04.04.2024	Last Date & Time for Receipt of Tender :- 15.00 Hrs on 18.04.2024
Date & Time of Opening of Technical Bid :- 18.30 Hrs on 04.04.2024	Date & Time of Opening of Technical Bid :- 15.30 Hrs on 18.04.2024

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All other terms and conditions of this Tender as remain unaltered.

This corrigendum-1 is an integral part of the tender and Bidders are requested to Sign & Stamp this corrigendum and enclose along with their bid.

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](#)