

## Bid Corrigendum

GEM/2024/B/4443209-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. **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. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address  
CSIR-URDIP  
S NO 113 114  
NCL CAMPUS  
PASHAN ROAD  
PUNE 411008
3. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
4. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 3 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
5. 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.
6. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 2 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
7. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
8. **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
9. Scope of supply includes Training: Number of employees to be trained  
2  
, Place for Training  
CSIR-URDIP, PUNE (AUDITORIUM)  
and Duration of training  
1  
days.
10. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
11. 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.
12. Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

13. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
14. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
15. 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.
16. Buyer Added text based ATC clauses

### **Eligibility Criteria:**

\* The Bidder should be OEM or Authorized Dealer/Reseller/Distributor/Partner of the OEM of the offered product. In case the bidder is Authorized Dealer/ Reseller/ Distributor/ Partner, a Manufacturer Authorization Form (MAF) from the OEM need to be submitted specifically mentioning Bid Number/Reference.

### **Apart from standard CSIR/GeM specific Terms and Conditions, additional Terms & Conditions are as follows:**

\* Items like speakers, power amplifier, mixer, microphone(Handheld Cordless, Lepal Cordless, Podium) should be of same make and should be compatible to each other.

\* Training: Upon completion of the installation & commissioning, the Successful Bidder shall provide the hands-on training on the installed equipment to the concerned officials along with the training materials on the equipment installed at CSIR-URDIP.

\* Warranty Period: All the equipment, active and passive components supplied shall have OEM warranty for a period of 01 years from the date of installation and commissioning.

\* The vendor will liaison on behalf of CSIR-URDIP, with OEM for repairing or replacing of equipment(s) and all other accessories during warranty period.

\* Completion Certificate: Work Completion certificate shall be issued only after completion of work in all respect to the entire satisfaction of CSIR-URDIP.

### **Scope of Work**

\* Installation of Audio system at CSIR- URDIP auditorium, covering complete area

\* Supply, installation, testing and commissioning of items as per the requirement of CSIR-URDIP.

\* After commissioning system, the same shall be demonstrated for all its capabilities to the relevant user department to make them familiar

with the system.

\* Once the Order is placed, it will be the vendors' responsibility to make the project functional. Any additional cost incurred for completing the project and for which the vendor has not bid at the time of submission of the final offer will be borne by the vendor.

### **Optional Site Visit:**

\* The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. Costs of visit the site shall be borne by the bidder

\* The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

\* The Bidder shall not be entitled to hold any claim against Buyer for non-compliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

**\* The Vendors wish to visit the site can visit on Date : 16/01/2024 at 03.00 pm.**

17. 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. 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](#)