

Bid Corrigendum

GEM/2024/B/4719393-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-CENTRAL INSTITUTE OF MINING & FUEL RESEARCH
P.O: FRI,
DIGWADIH CAMPUS
DHANBAD
JHARKHAND-828108
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 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 %.
5. 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.
6. **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
7. Scope of supply includes Training: Number of employees to be trained
3
, Place for Training
CSIR-CIMFR, DIGWADIH CAMPUS, P.O: FRI, DHANBAD-828108
and Duration of training
5
days.
8. 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.
9. 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)
10. Buyer Added text based ATC clauses

Additional Clause For Annual Maintenance Contract

1. **Warranty:** Onsite Comprehensive Warranty for 01 years from the date of commissioning. During warranty period there would be two preventive maintenance visit and break down visits as and when required without any extra charges.

2. Demonstration: The calorimeter shall be supplied with provision for imparting the thermochemical corrections for nitrogen, Sulphur, ash, moisture. This has to be demonstrated during commissioning.

The supplier has to demonstrate the methodology of operation and calibration & corrections of equipment.

The RSD of **0.05 % or better** with benzoic acid and **0.10 % or better** with coal to be demonstrated and documented for the acceptance of the system.

All the technical features should be demonstrated during commissioning.

3. Since AMC charges are to be paid only later for each year during AMC period and will be made after successful completion certificate issued by the end user regarding satisfactory completion of preventive maintenance visit and Breakdown visits, applicable performance guarantee amount after placement of contract shall be based on the cost of product/equipment and not on basis of cost of equipment along with AMC Charges.

During AMC, for each year two preventive and breakdown visits and when needed without any extra charges.

4. The cost of AMC will be added for price bid evaluation purpose. The AMC Contract shall be an offline contract to be handled by buyer. However, it will be the prerogative of competent authority of CSIR-CIMFR to go ahead or not to go ahead with AMC. Separate order with detailed terms and conditions will be issued after expiry of One-year standard on-site warranty.

Basis of evaluation of price bids will be sum of equipment cost, comprehensive warranty for one year and cost of AMC for 05 years.

5. Transportation, loading and unloading at CSIR-CIMFR Digwadih Campus are in the scope of supplier.

6. **Delivery:** within 14 weeks from the date of issue of purchase order.

Inspection and Installation: within 04 week from the supply at CSIR-CIMFR.

Training: within 02 weeks from the date of installation.

7. **Pre-Bid Meeting:** Pre-Bid Meeting was held as per the schedule on 07/03/2024.

8. After Pre-Bid Meeting Revised Specification **has been uploaded in**

ATC.

Bidders are advised to submit their quotations as per the "Revised Specification after Pre-Bid Meeting".

11. Buyer uploaded ATC document [Click here to view the file.](#)
12. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
13. 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.

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](#)