Bid Number: GEM/2025/B/5801011
Dated: 21-01-2025

Bid Corrigendum

GEM/2025/B/5801011-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. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name
QUALITY COUNCIL OF INDIA
Account No.
739301000237
IFSC Code
ICIC0007393
Bank Name
ICICI Bank
Branch address
Gurgaon Millennium Plaza Branch
.
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.
3. Buyer Added text based ATC clauses

Corrigendum-1 and Response to pre-bid queries:

The corrigendum-1 along with response to pre-bid queries is attached as ATC document.

---

1. **Payment Milestones**:

S. No.	Milestone	Payment Schedule
1	Advance payment after submission of Advance Bank Guarantee of equivalent amount and Performance security (5% of contract value)	10%
2	On 100% delivery, installation and commissioning of items at site	75%
3	Joint verification of completed work	10%
4	On completion of 6 months after expiry of Defect Liability Period of 12 months from the date of handover of completed works	5%

i. **Payment** shall be made based on **Joint measurement certificate** against each Milestones submitted to be signed by vendor, PMC, and QCI authorised person. Measurements shall be conducted as per relevant IS codes and good engineering practices. The decision of **QCI Authorized Person would be final and binding in this regard.**

ii. Payment shall be made after submission of invoices within 15 days of receipt of invoice complete in all respect.

iii. Incorrect Invoices, Under/Over Payment: In case an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the vendor, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by QCI to the vendor under this contract.

2. **Advance Bank Guarantee**: The vendor will be entitled for an advance of 10% of the Contract Value including GST within 7 days of acceptance of contract on submission of Bank Guarantee for an equivalent amount. The Advance Bank Guarantee shall be released after successful handover of the completed supply, installation and commissioning work or after adjustment of the same from the submitted bills as per the milestone.

3. **Performance Security**: The selected Bidder shall submit irrevocable Performance security, within 15 days from the Notification of award, for a value equivalent to **5% of the contract value**. The Performance security submitted in the form of Bank Guarantee shall contain a claim period of three months from the last date of validity. The bank guarantee shall be valid for the period of 18 months from the date of issuance of work order plus three (03) months of claim period. The selected Bidder shall be responsible for extending the validity date and claim period of the Performance Bank Guarantee as and when it is due on account of non-completion of the delivery and Warranty period.

   The selected vendor can submit e-PBG OR physical copy of Performance Guarantee should be submitted at QCI-HO within 15 days from the notification of award. The selected bidder would be required to send SFMS code while creation of PBG to the IFSC code provided by QCI. In case the selected bidder fails to submit a Performance Guarantee within the time stipulated, QCI at its discretion may cancel the order placed on the selected bidder without giving any notice. QCI shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or QCI incurs any loss due to bidder’s negligence in carrying out the project implementation as per the agreed terms & conditions. The performance security may be released after three (03) months of the successful completion of defects liability period.

4. **Site-Visit**: The bidder may visit the site with prior approval of QCI to have a better understanding of the scope of work. The request to be submitted at procurement@qcin.org at least one day before the proposed site visit date along with the Authorization letter of the person visiting the site. The bidders will be allowed to visit the site from date of issue of this tender until day before the last date of submission.

Address: 2^{nd} & 3^{rd} Floor of Tower J and 1^{st} & 2^{nd} Floor of Tower K, World Trad
e Centre, Nauroji Nagar, New Delhi -110029

.

4. 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. 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