

## Bid Corrigendum

GEM/2026/B/7548832-C1

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
2. **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.
3. Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
4. For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing.
5. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
  - i) The Seller fails to comply with any material term of the Contract.
  - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - iv) The Seller becomes bankrupt or goes into liquidation.
  - v) The Seller makes a general assignment for the benefit of creditors.
  - vi) A receiver is appointed for any substantial property owned by the Seller.
  - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
6.
  1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
  2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
  3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
7. 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.
8. Buyer Added text based ATC clauses

1. Price should be mentioned *per Number*.
2. The item should be of the same Make, MPNn, specification, drawing and datasheet as mentioned in the document. If any bid clarification required, please write mail to " [reshmaantony\\_bgp@itilttd.co.in](mailto:reshmaantony_bgp@itilttd.co.in) and [pnchaudhary\\_bgp@itilttd.co.in](mailto:pnchaudhary_bgp@itilttd.co.in)".
3. The Bidder must upload compliance of technical specification document on your Company's Letter Head Sealed and Signed by Competent Authority of your Firm for technical evaluation. The item quoted must be of the same ITI item code, Make and Manufacture Part Number as mentioned in this technical document. Failure to furnish this compliance document will lead to rejection of your bid and will not be considered for evaluation.
4. Bidder should take the sample approval from the user department before bulk supply.
5. COC, TEST REPORT, Warranty certificate & ANY OTHER DOCUMENTS should be submitted along with supply for inspection clearance
6. 3 invoices of the original should be submitted along with supply. The invoice must have ITI Item code, Make & Part Number.
7. Materials should be as per our specification and requirement only.
8. **Payment term:** 100% within 45 days after delivery and acceptance of material.
9. **Delivery Schedule:** 30 days from date of awarding the contract/ Purchase Order. Indicate mode of despatch (Road/Rail/Air etc).
10. **Inspection:** Inspection of goods at our work is final. Goods rejected will be returned on freight to pay basis. Packing & forwarding charges in respect of such consignment will be debited to your account.
11. **Delivery Locations:** IGA Stores, Bangalore Plant, ITI Limited Bangalore, Dooravaninagar-560016.(iga stores\_bgp@itilttd.co.in)
12. Materials should be as per our specification and requirement only.
13. **Warranty** document is mandatory. Warranty clause should be mentioned in the bid
14. **MSME** certificate shall be submitted if applicable.
15. All offers should be complete with specification /catalogue (English only).
16. **Validity:** Quotations should be valid for a period of 180 days from the due date of tender. Once quotation is accepted and order is confirmed, the price must remain same till the completion of the order.
17. We reserve the right to accept or reject any or all offers and order part or full quantity, without assigning any reason.
18. Please specify your income tax account number and Name of I.T circle.
19. The quote must be for the quantity specified in the the Bid document.
20. Components/Materials/Equipment to be supplied shall be from the latest batch of production. Batch code to be indicated.
21. Liquidated Damages and risk purchase clauses: Time is the essence of contract and the materials against the order arising out of this enquiry must be delivered by the supplier according to the delivery schedule indicated in the purchase order. In case of any change, the supplier should inform us in advance and obtain approval to the revised delivery schedule should the supplier fail to deliver the material in full/ part thereof, we shall be entitled at our option either to recover from the supplier as agreed the liquidated dam

ages and not as penalty, a sum equivalent to half percent of the contract price of the item per week of such delay or part thereof subject to maximum of 10% of the contract price of the item delayed or to terminate the contract in respect of balance quantity so delayed and purchase material elsewhere at the risk of supplier.

## **22. For Indigenous offers only:**

a. Prices should always be quoted on DAP, ITI Limited, Bangalore basis including suitable packing, freight/insurance and unloading of materials at M/s ITI Limited, Bangalore.

b. Specify GST and other charges if any. In absence of these, the prices shall be treated as inclusive of all such taxes and other charges & no subsequent claims will be entertained.

### **NOTE:**

1. Item to be supplied must be as per this GeM bid. Compliance of this bid along with Specification, Data sheet and Buyer Added Bid Specific ATC (Additional Terms & Condition) must be signed and sealed by Competent Authority of the bidder and to be submitted along with this Bid for technical evaluation.

2. Buyer Added Bid Specific ATC will supersede GeM T&C.

3. Failure to adhere to any of the above, will disqualify the offer.

4. In addition to General T&C of GeM, the GeM Contract/ Purchase Order will be governed by this GeM bid document along with buyer added bid specific ATC.

9. Buyer uploaded ATC document [Click here to view the file.](#)

## **Disclaimer**

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.

9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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](#)