

Bid Corrigendum

GEM/2026/B/7207032-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 buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. Buyer Added text based ATC clauses

PRE-QUALIFICATION CRITERIA

The tenderer should submit the following towards Pre- Qualification Criteria:

1. Authorization:

The bidder shall be OEM (M/s Novateur Electrical & Digital System Private Limited) / OEM authorized service centre of "Numeric" make Online UPS. Documentary proof in support of the same to be furnished i.e. Copy of the Valid Certificate or letter for any of one of the following:

- OEM
- OEM authorized service centre

2. Signed and stamped Scope of Work:

The bidder shall submit duly signed and stamped Scope of Work sheets as per our bid.

3. Average annual financial turnover:

Average annual financial turnover during the last 3 years, ending 31st of March 2025 should be at least ₹31,160/- Documentary proof for the same shall be enclosed

Note:

1. In the absence of receipt of documents meeting to Pre-qualification criteria, the offer will not be considered under any circumstances.
2. Relaxation in prior turnover and prior experience shall be given to MSEs / Start-ups (as defined by Department of Industrial Policy and Promotion) as per Government Circular / Guidelines subject to meeting of quality and technical Specification.
3. The offers of the bidders who have defaulted in the past in execution of the contracts or in complying with the obligations as per the contract shall not be considered.
4. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of the Procurement Policy for Micro and small Enterprises, 2012 (as amended time to time).

OTHER TERMS & CONDITIONS

1.0 Bidders have to upload the following along with the Bid

- (i) Documents towards pre qualification of tender failing which offer shall not be accepted.
- (ii) Copy of GST, PAN , MSME Registration
- (iii) EMD Declaration
- (iv) Undertaking provided in tender, duly filled and signed
- (v) Contact details with e-mail, Phone no. etc.

2.0 Earnest Money Deposit (EMD)

2.1 Tenderer shall remit EMD through RTGS/ NEFT in favour of M/s IREL (India) Limited, Manavalakurichi.

2.2 Tenderer shall inform details of remittance of EMD & TDC through E-Mail/ FAX. The E-mail should contain full postal address of the Tenderer, Tender No. for which EMD & TDC were paid, payment details including amount, and UTR No. and bank details from which payment was done. IREL's Email id is purchase-mk@irel.co.in

2.3 Incase tenderer is submitting BG in lieu of EMD the same shall be strictly in the format given in the tender. The Original BG shall reach this office at least 3 days in advance from the date of opening of Techno-Commercial Bid.

2.4 Offers without EMD or valid EMD exemption certificate shall not be considered.

2.5 The EMD is liable to be forfeited if:

- i. The tenderer changes the terms and conditions or prices or withdraw his quotation subsequent to the date of opening.
- ii. The tenderer fails to accept the order when placed or fails to commence supplies/works after accepting the order.
- iii. In case bidder submits false/fabricated documents.
- iv. In case bidder fails to submit SD within 30 days of receipt of work/supply order.

2.6 PSU, State Govt. Undertakings are exempted from payment of EMD subject to request and approval. MSME /SSI units are exempted from payment of EMD/ TDC provided they submit valid M SME/ NSIC certificate along with commercial bid and to ensure that certificate pertains to the class of item/works for which floated.

3.0 SECURITY DEPOSIT (SD),

3.1 Security deposit (SD) shall be uniformly levied @ 5% of contract value (excluding Taxes) towards satisfactory completion of the order/works as under:

- a. For works contract valued more than Rs.2 lakhs.
- b. For supply & service contract valued more than Rs.5 lakhs.

Performance Security is to be furnished by a specified date (generally 14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier/ contractor, including warranty obligations/ defect liability period (DLP).

3.2 Submission of SD/PBG, if called for in the tender can also be paid through Insurance Surety Bond's or 'account payee demand draft' or 'fixed deposit receipt from a Scheduled Commercial bank' or '

Bank Guarantee issued/ confirmed from any Scheduled Commercial Banks in India' or online payment to be confirmed sharing Unique Transaction Reference (UTR) to the tender inviting authority as called for in tender.

3.3 Bank Guarantees towards Bid Security/ Security Deposit/ PBG issued by Nationalized Banks/ Scheduled Commercial Banks (other than Cooperative Banks) only acceptable.

3.4 EMD/ Bid Security may be adjusted towards SD. However, if EMD is submitted in the form of Bank Guarantee, fresh Bank Guarantee in the prescribed format or demand draft/Bankers cheque is to be submitted towards SD.

3.5 The SD shall not bear any interest and is liable to be forfeited for unsatisfactory completion or on abandonment of the supply/ work order.

4.0 PERIOD OF CONTRACT/ COMPLETION PERIOD AND NO. OF VISITS:

1. The period of contract is from 10-03-2026 to 09-03-2027 and there are four quarterly service visits. Preventive maintenance visit in every quarter is to be attended within the period of every quarter. Any delay in attending the quarterly visit will attract LD as mentioned in the LD clause.

2. Other than the routine visits, in case if breakdown calls are unattended for more than three days, then proportionate deduction for the No. of days of breakdown shall be made from the comprehensive CAMC bill.

5.0 LIQUIDATED DAMAGES:

Delay attributed by the contractor in completion of the work order attracts liquidated damages @ One percent (1%) of the contract value per week subject to a maximum of ten percent (10%) of contract value.

6.0 PAYMENT TERMS

a. Quarterly Payment will be made on pro-rata basis after satisfactory completion of each visit against your bill duly certified by our Engineer in charge subject to deduction of TDS and GST as per relevant act.

b. GST Law mandates Tax Deduction at Source (TDS) vide section 51 of the CGST/SGST act 2017, section 20 of the IGST act 2017 and section 21 of the UTGST act 2017.

c. Our GSTIN 33AAACI2799F1ZL and SAC code of service is to be mentioned in the bills.

d. All the payment will be done only through e-payment. Hence, you have to provide your name, account no., name of the bank, and nature of account (savings/current/CC/OD), IFSC, branch code and cancelled check along with invoice.

8.0 In case of any discrepancy between Gem ATC and Buyer ATC, terms stipulated in Buyer ATC shall govern.

9.0 In case of any discrepancy between GeM SLA terms and ATC stipulated by IREL, Terms stipulated by IREL shall govern.

10.0 MSE bidders are to carefully indicate their MSE status while bidding. In case any mistake done by the bidder, evaluation and order shall be done as per GeM provisions only and IREL (India) Limited shall not be anyway held responsible.

CORRIGENDUM

–
Bid Number: GEM/2026/B/7207032 dated 07.02.2026

Work Description: Comprehensive Annual Maintenance Contract for the Numeric make Online UPS

We hereby corrigendum to the tender to the extent indicated below:

| Description | Existing | To be read as |
|--|--------------------|--------------------------------|
| Column Header of Price break Up - submit in Price bid (Cell E4 in Excel Sheet) - GeM Bid Document Pg.No. 4 | Rate per Unit in ₹ | Rate per Quarter ₹ |
| Column Header of Price break Up - submit in Price bid (Cell F4 in Excel Sheet) - GeM Bid Document Pg.No. 4. | Total Value in ₹ | Total value (For 4 Quarters) ₹ |

All other terms and conditions shall remain unaltered.

3. 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.
15. 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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. 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 catalogs 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 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](#)