

Bid Corrigendum

GEM/2025/B/6325478-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 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. 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.
3. 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.
4. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Institute for Plasma Research A/c ITER-India payable at Gandhinagar
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Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
5. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Institute for Plasma Research A/c ITER-India
Account No.
30360884053
IFSC Code
SBIN0010864
Bank Name
State Bank of India
Branch address
IPR Bhat Branch, Gandhinagar-382428
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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.
6. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of Institute for Plasma Research A/c ITER-India

payable at
Gandhinagar

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

7. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of Institute for Plasma Research A/c ITER-India (Account No. 30360884053) A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

8. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Institute for Plasma Research A/c ITER-India

Account No.

30360884053

IFSC Code

SBIN0010864

Bank Name

State Bank of India

Branch address

IPR Bhat Branch, Gandhinagar-382428

. Successful Bidder to indicate Contract number and name of Seller 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 in place of PBG within 15 days of award of contract.

9. Buyer Added text based ATC clauses

1. Following Bid Details in the Bid Document are amended as under. Bidders must submit the bid in line with the amended bid details.

Bid Details	Mentioned details	Amended details
Minimum Average Annual Turnover of the bidder (For 3 Years)	3500 Lakh (s)	4000 Lakh (ref. EEC Table-1, Section 1 of Part-A(IA))
Years of Past Experience Required for same/similar service	3 Year (s)	15 Year (s) (ref. EEC Table-1, Section 1 of Part-A(IA))
Delivery Days	730	1830

2. The Bid document consist of following: (i) Part-A(IA): Essential Eligibility Criteria, Part-A(IB): Instructions to bidders and Bid Submission format, Part-A(II): Technical and Management Specifications, Scope of Supply & Scope of Work (Other documents related to Part-A(II) i.e. Annexures, Applicable ITER documents, Informative and reference documents, Configuration drawings are uploaded on ITER-India website: <https://www.iterindia.in/tenders> (under public/ global tender menu)., Part-A(III): Terms and Conditions of the Contract uploaded as ATC document

ii) Part-B: Price Bid and Price Breakup (PDF)

3. The bidder shall submit duly filled, signed and stamped Price Break-up (PDF file) as per Annexure-B3 on their letter head along with the Price Bid submission on GeM portal. Total as per Annexure-B3 Price Break-up must match with the Total Price in (Rs.) quoted on GeM portal

4. The bidder can submit EMD in the form of Bank Guarantee (BG) as per the EMD-BG format provided as Annexure-B8 of Part-A(IB) of the ATC.

5. Following categories of bidders are exempted from submission of EMD apart from the categories mentioned in clause (a) of the GeM bid and GeM GTC.

(i) Under MSE category, only manufacturers for Goods and Service Providers for Services are eligible for e

xemption from EMD. Traders are excluded from the purview of this Policy. Manufacturer of Goods/Service Provider for Services shall give specific confirmation to this effect at the time of bid submission along with valid MSE registration certificate.

(ii) Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are also exempted from submission of EMD subject to furnishing proof of valid registration certificate or any other valid proof.

(iii) Micro and Small Enterprises (only manufacturers for goods, except traders) registered with NSIC for the tendered Product.

(iv) Seller or Service Provider registered with DPS, DAE. Such bidder shall have to upload scanned copy of relevant registration document along with their bid

6. The bid for seeking EMD exemption without submission of EMD and/ or without relevant/ valid document for availing exemption of EMD shall be treated as unresponsive bid and will not be taken up for evaluation.

7. The bidder shall submit all documents as per tender in their bid (Refer Table-2, Section-3 of Part-A(IB) of ATC document)

8. The due date for bid submission is extended up to 29-07-2025 by 5.00 p.m.

Note: The bidders submitting the bid will be allowed to participate in the Technical Bid opening online through MS Teams. The link for participation in the technical bid opening will be provided through ITER-India website: <https://www.iterindia.in/index.php/tenders>. Also, the technically qualified bidders will be allowed to participate in the Price Bid opening online through MS Teams. Link for joining the price bid opening will be shared with technically qualified bidders at appropriate time.

9. Para 1 of clause No. 1 Essential Eligibility Criteria of Part-A(IA) is amended. Refer to Para 1 of clause 1 of Part-A(IA) of ATC document (Corrigendum-1).

10. Amendment is made in clause No. 1.1 c of Part-A(IA). Exemption with respect to "Bidder Turnover" criteria to Micro or Small Enterprise (MSE) and Start-Up is allowed. Refer to Sr. No. c and d of clause 1.1 of Part-A(IA) of ATC document (Corrigendum-1).

11. Amendment is made in clause No. 4.2 Annexure-B2: Unpriced Bid Format and Annexure-B3: Price Break-up. Mandatory spares are excluded from the scope of supply. Refer to Sr. No. 1 of Table-B of Annexure-B2 and Annexure-B3: Price Break-up of Part-A(IB) of ATC document (Corrigendum-1).

12. Pre-bid clarifications are provided at Annexure-B11: Response to Pre-bid Queries (consolidated) based on pre-bid meeting with bidders, added in Part-A(IB) of ATC document (Corrigendum-1).

13. Mandatory spares mentioned anywhere in Part-A(III) shall be treated as deleted.

14. Note-2 i.e. "Expected duration of Site Acceptance Test (SAT) to be conducted at ITER, France is 3 weeks" added after Note-1 provided below Table 1: List of Major Deliverables with their Contractual Milestone dates

15. Amendment made to clause No. 15.9 a & b of Part-A(III). Storage period maximum of 120 calendar days on chargeable basis is added beyond storage period of 60 calendar days free of charge. Refer to clause No. 15.9 a & b of Part-A(III) of ATC document (Corrigendum-1).

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10. 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. 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.
16. 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](#)