

Bid Corrigendum

GEM/2023/B/3475060-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. Buyer Added text based ATC clauses

TERMS AND CONDITIONS OF TENDER

1. **The offered basic price should be include GST and freight charges on F OR destination basis. The price quoted should be firm.**
2. Price quoted should be net and valid for a minimum period of three months from the date of opening of the quotation.
3. Quotation should be free from corrections / erasures. In case there is any unavoidable correction it should be properly attested. If not the quotation will not be considered.
4. In order to avail the benefit extended by the Govt to Micro and Small Enterprises registered with MSME as mentioned in the **clause No.17**. The Micro and Small Enterprises registered with District Industries Center (DIC) or Khadi and Village Industries Commission or Khadi & Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyog Aadhar Memorandum or any other body specified by Ministry of MSME. The required registered certificate should be enclosed.
5. The delivery schedule quoted should be strictly adhered to. If the deliveries are not maintained and due to that account the Port Authority is forced to buy the material from elsewhere, the loss or damage that may sustained there by will be recovered from the supplier for non-delivery of the material in schedule period (s).
6. The Port Authority reserves the right to recover any Loss sustained due to

delayed delivery by way of penalty.

7. The quotation must be in the form furnished by the Port Authority.
8. The NEW MANGALORE PORT AUTHORITY reserves the right to accept the offer by individual items and reject any or all tenders without assigning any reason thereof and does not bind itself to accept lowest quotations.
9. The prices quoted should be firm till the supplies are completed.
10. The NEW MANGALORE PORT Authority reserves the right to modify the quantity specified in this enquiry.
11. **The NEW MANGALORE PORT Authority will not issue 'C or 'D' Form for the purpose of concessional rate of Tax you may claim at full rate if legally leviable.**
12. Quotations should be strictly as per the technical specification mentioned in tender without any deviation. Conditional offers will not be accepted / entertained.
13. Quotation written in pencil will not be considered.
14. The supply should be effected within **45 days** after the issue of supply order.
15. Please quote the rates in words and figures.
16. **The Price Bid will be evaluated based on the total value of price including GST.**
17. **MSME CONDITIONS :**
 - a. Among all bids, the lowest bid will be termed as L1, if L1 is Micro and small Enterprises registered with MSME, the contract will be awarded to L1.
 - b. If L1 is not from Micro and small Enterprises registered with MSME and the tendered quantity is divisible in nature, than the tenderer participating Micro and small Enterprises quoting price within price band L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 per cent of total tendered value.
 - c. Out of the 25% reservation to MSE's, 4% is to be reserved for MSE's owned by SC & ST and 3% to MSE's owned by owned by women.
 - d. The above facility is applicable only where it is possible to split the quan

tity among the bidders.

18. Dispute Clause: Any dispute relating to the enquiry shall be subject to the jurisdiction of the court at Mangalore only.

19. **PAYMENT**

a. Please note that neither any type of advance/partial payment will be made nor document through Bank will be accepted. Only 97% Payment will be made Within 20 days after the completion of supplies of all ordered materials & accepted by the Department along with all relevant documents- Test Certificate/ Warranty Certificates/ Invoices etc.

b. Balance 3 % of the total Tax Invoice Value will be retained as SECURITY DEPOSIT and will be released without interest after completion of Guarantee/ Warranty Period. Alternatively 100% Payment will be made against submission of Bank Guarantee for equivalent value towards security deposit from any Nationalized Bank and en-cashable at Panambur Mangalore.

20. **Liquidated Damage:** The material shall be supplied within the stipulated period mentioned in the purchase order to avoid any penalty for late delivery. If the materials are not supplied within the delivery period, Liquidated Damage will be levied on the undelivered portion at the rate of 0.5 % of the value of the material per week or part thereof, subject to a maximum of 10% of the total tax invoice value of the item unless extension is obtained in writing from the office on valid ground before expiry of delivery period. In the event of forfeiting the EMD / LD / SD GST is applicable & while imposing penalty GST shall be collected.

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](#)