

Bid Corrigendum

GEM/2024/B/5189244-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 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. **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. 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. Buyer uploaded ATC document [Click here to view the file.](#)
5. Buyer Added text based ATC clauses
 - i. The bidder should have main office or branch office in chennai. in this regard, the bidder should submit the proof of evidence along with the technical bid.
 - ii. Bidder has to provide the turn over certificate please go through the scope of work and terms and conditions of the bid for detailed information.
 - iii. The firm should not assign whole or a part of contract to any other firm other than self. sub-letting of contract is not allowed.
 - iv. No price escalation is allowed during the tenure of the contract.
 - v. TDS/income tax/other taxes (if any) will be deducted before payment as per procedure in vogue.
 - vi. EMD is not Applicable. However, the firm should submit a BID SECURITY DECLARATION CERTIFICATE in the following format. Suitable penal action will be initiated against the firm in case the firm backs off after submission of their Bid.

BID SECURITY DECLARATION

To
The CMD,
Armoured Vehicles Nigam Limited,
C/o. Armoured Vehicles Head Quarters,
HVF Road, Bhaktavatsalapuram, Avadi,
Chennai, Tiruvallur Distt, Tamil Nadu - 600 054,
India.

Sub: Bid Security Declaration for "Hiring of Services of GST Consultancy firm for Carrying out all activities related to compliance of GST and Indirect Taxes by AVNL CO and its units level for FY 2024-25, 2025-26 & 2026-27"

Ref: Tender Enquiry No. _____ Dated _____

With reference to the Tender enquiry mentioned above, we M/s _____ hereby accept that if we M/s _____ withdraw or modify our bids during the period of validity, or if we M/s _____ are awarded the contract or fail to sign the contract, or to submit a performance security before the deadline defined in the request for bid document, we M/s _____ will be suspended for the period of time as per the provisions of GFR-2017 and existing guidelines issued by MoD from being eligible to submit bids for contracts with the entity that invited the bids.

Thanking you

Signature _____

Full Name of Authorised Signatory _____

Name & Address of the company _____

Official Seal

vii. Successful bidder should submit security deposit/performance security deposit @ 3% of contract value within 30 days if the supply order value exceeds Rs. 10 lakhs. The firm can submit PSD in form of bank guarantee/FDR in the name of the chairman and managing director, Armoured Vehicles Nigam Limited, Chennai-54.

viii. Buyer reserves the right to place orders for additional quantity (period of service) up to a maximum of 25 % of the originally contracted quantity (period of service) at the same rate and T&C of the contract within the original delivery period as well as extended delivery period.

ix. Conditional offers will not be accepted.

x. The bidders should study the scope of work of the bid carefully and accordingly should quote for the bid.

xi. Firm has to submit GST registration certificate.

xii. The scope of work to be duly signed/stamped by the bidder with the endorsement as "agreed & accepted" for all the points and should be attached with technical bid.

xiii. The bidders should submit an undertaking letter stating that they have not blacklisted from any of the central/ state govt. department.

xiv. AVNL Co., has scheduled a Pre-Bid Conference/ Meeting (PBC) as follows for the subject tender.

Date/ Time for opening of Pre-Bid Conference/ Meeting	05/08/2024 at 11:00 hrs
Place of Pre-Bid Conference/Meeting	Meeting will be conducted solely through Video Conferencing (VC) using Cisco Webex Platform through the following Meeting Link Meeting Link: https://www.webex.com (Meeting ID: 25109361610) Meeting Start Time: 11:00 AM (IST)

xv. Pre-Bid Conference will be conducted in the above venue and time. Interested bidders may attend the Pre-Bid Conference / Meeting on the above scheduled date and time for clarifying issues and clearing doubts, if any, about the specification and other

her allied technical/ evaluation/ commercial details of the item projected in the tender enquiry document.

xvi. Participation in such a Pre-Bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representation from them regarding the scope/ commercial conditions shall be entertained. Should the Purchaser deem it necessary to amend the Tender Enquiry as a result of a clarification, it shall do so via Corrigendum issued only through GeM.

xvii. If a bid is submitted without taking into account the corrigendum, issued if any, the offer shall be treated as non-responsive and liable to be summarily rejected.

xviii. If in case any corrigendum is issued and in order to allow prospective bidders reasonable time to consider and prepare the amended Technical/ Commercial aspects into consideration, the purchaser at its discretion may extend the deadline for the submission of bids, if considered necessary. We will not entertain/ answer the Phone / email queries or representation sent after the bid submission deadline.

xix. The events of clash of terms and conditions of GeM and AVNL, conditions set by AVNL will prevail.

6. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
7. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
8. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
9. 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 THE CHAIRMAN AND MANAGING DIRECTOR, AVNL payable at CHENNAI
. 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.
10. 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 THE CHAIRMAN AND MANAGING DIRECTOR, AVNL, CHENNAI 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.
11.
 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.

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](#)