

## Bid Corrigendum

GEM/2024/B/5238384-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 uploaded ATC document [Click here to view the file.](#)
3. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name  
NICDC Neemrana Solar Power Limited  
Account No.  
3406991771  
IFSC Code  
CBIN0280298  
Bank Name  
Central Bank of India  
Branch address  
Ashoka Hotel, Chanakyapuri, New Delhi  
. 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.
4. 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  
NICDC Neemrana Solar Power Limited  
Account No.  
3406991771  
IFSC Code  
CBIN0280298  
Bank Name  
Central Bank of India  
Branch address  
Ashoka Hotel, Chanakyapuri, New Delhi  
. 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.
5. **Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

### 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.

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](#)

**GEM/2024/B/5238384 - Design, Supply, Installation, Testing, Commissioning & Annual Maintenance Contract of SCADA system at 5MW Solar Plant of NICDC Neemrana Solar Power Ltd**

<b>Name of work</b>	<b>Design, Supply, Installation, Testing, Commissioning &amp; Annual Maintenance Contract of SCADA system at 5MW Solar Plant of NICDC Neemrana Solar Power Ltd</b>		
<b>Response to the list of representation by seller through GeM for Bid No: GEM/2024/B/5238384</b>			
<b>Bid/RA Section</b>	<b>Seller Query/Representation</b>	<b>Submitted On</b>	<b>Buyer Response</b>
Bid Eligibility Criteria	Dear Sir/Madam, In Qualification criteria of the bid. Only government experience is required, why Private sector experience is not considered in the said bid , Implementations of SCADA is same for all organizations. I think it is bias decision or may support specific seller.	11-08-2024	PI refer Corrigendum 1
Other	Dear Sir/Madam, Why RA is not enabled for this bid. Bid is of high value and department is not enabled RA . By enabling RA we can get competitive price and competition as well.	11-08-2024	RFP conditions shall remain unchanged
Bid Eligibility Criteria	Hello, 1.Private experience should be considered for technical qualification. On which rule of GFR /GEM is imposed here in this tender for not considering the private experience.  2.ISO certification should not be mandatory for eligibility criteria.	11-08-2024	1. PI refer Corrigendum -1 2. RFP conditions shall remain unchanged

**GEM/2024/B/5238384 - Design, Supply, Installation, Testing, Commissioning & Annual Maintenance Contract of SCADA system at 5MW Solar Plant of NICDC Neemrana Solar Power Ltd**

<p>Scope of Supply/Service</p>	<p>1.Scope of work considering the data required to be furnished to Govt of Rajasthan. It may kindly noted that for few data, additional expensive devices has been required to be procured. For example the current value of cloud cover (Okta) is approx 15 Lakhs. Hence, Project cost may again reassessed as per data requirement. 2.As this work is related to SITC of SCADA. The cost of supply of items is 75% of the project value but payments will be made only 35% which is not justified. Similarly, the profit margin of the contractor shall be range from 15-20% but in payment terms 15% shall be hold for one year as DLP which is not justified.</p>	<p>11-08-2024</p>	<p>1. RFP conditions shall remain unchanged 2. PI refer Corrigendum -1</p>
<p>Other</p>	<p>1. Financial quote shall be required to submit as per format given. However, In scope of work existing system shall also required to decommissioned but the cost of same have not been included in the financial proposal format i.e. 4G 2. As Scope of AMC is not be covered under DLP such as training of technical staff etc hence, visit shall be chargeable of the work not covered under DLP. 3. Completion timelines should be minimum four months as material supply will take minimum two months including material required to import from Vietnam and Korea.</p>	<p>11-08-2024</p>	<p>1. PI refer Corrigendum -1 2. RFP conditions shall remain unchanged. Kindly refer Part A of Clause 6.1 Work related to complete activities. 3. PI refer Corrigendum -1</p>

**GEM/2024/B/5238384 - Design, Supply, Installation, Testing, Commissioning & Annual Maintenance Contract of SCADA system at 5MW Solar Plant of NICDC Neemrana Solar Power Ltd**

<b>CORRIGENDUM 1</b>			
<b>Sl.no.</b>	<b>Clause no./ Reference</b>	<b>Original Clause</b>	<b>Revised Clause</b> (Deletion are indicated with a <b>strikethrough</b> and addition are highlighted by an <b>underline</b> )
1.	3.4 Qualification Criteria S.No 4: Experience Criteria	<p>The Bidder must have successfully executed / completed at least the following, in last five (05) years to any Central / State Govt Organization / PSUs :</p> <p>1 (one) similar work of 80 % of the Estimated Bid Value or 2 (two) similar work each of 50 % of the Estimated Bid Value or 3 (three) orders each of 40 % of the Estimated Bid Value</p> <p>Similar Works Means: Successfully completion of SCADA/PLC automation in Central / State Government departments/ boards/ corporations/ PSUs in the last 05 years as on 31.03.2024 in India</p>	<p>The Bidder must have successfully executed / completed at least the following, in last five (05) years to any Central / State Govt Organization / PSUs/<b><u>Private Organisations of repute*</u></b> :</p> <p>1 (one) similar work of 80 % of the Estimated Bid Value or 2 (two) similar work each of 50 % of the Estimated Bid Value or 3 (three) orders each of 40 % of the Estimated Bid Value</p> <p>Similar Works Means: Successfully completion of SCADA/PLC automation in Central / State Government departments/ boards/ corporations/ PSUs <b><u>/Private Organisations of repute*</u></b> in the last 05 years as on 31.03.2024 in India</p> <p><b><i>* Private Organisations should not be a sister concern/associated company or related to the bidder in any manner.</i></b></p>
2.	Form 4G: Financial Proposal of the Bidder	<p><b><u>Part A</u></b> Design, Supply, Installation, Testing &amp; Commissioning of SCADA system.</p>	<p><b><u>Part A</u></b> Design, Supply, Installation, Testing &amp; Commissioning of SCADA system <b><u>including decommissioning of the existing SCADA system</u></b></p>
3.	Invitation to Bid	<p>Commissioning period of the Work : 90 days</p>	<p>Commissioning period of the Work : <del>90</del> <b><u>120</u></b> days</p>

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4.	7.6.2 Terms of Payment (For Part A)	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Timeline</th> <th>Milestone</th> <th>% of Payment on Total Contract Price</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Within One month from the date of Contract Agreement</td> <td>On material supply against receipt &amp; check of material at site</td> <td>35%</td> </tr> <tr> <td>2</td> <td>Within Two months from the date of Contract Agreement</td> <td>Testing and commissioning along with integration of SCADA with Telemetry system for SLDC Data Transfer of entire system</td> <td>40%</td> </tr> <tr> <td>3</td> <td>Within Three month from the date of Contract Agreement</td> <td>On go live, User Acceptance Test (UAT) &amp; Handover of the project</td> <td>10%</td> </tr> <tr> <td>4</td> <td>DLP will be commenced from the date of Handover of the project.</td> <td>After expiry of Defect Liability Period of one year</td> <td>15%</td> </tr> </tbody> </table>	S. No.	Timeline	Milestone	% of Payment on Total Contract Price	1	Within One month from the date of Contract Agreement	On material supply against receipt & check of material at site	35%	2	Within Two months from the date of Contract Agreement	Testing and commissioning along with integration of SCADA with Telemetry system for SLDC Data Transfer of entire system	40%	3	Within Three month from the date of Contract Agreement	On go live, User Acceptance Test (UAT) & Handover of the project	10%	4	DLP will be commenced from the date of Handover of the project.	After expiry of Defect Liability Period of one year	15%	<table border="1"> <thead> <tr> <th>S. No.</th> <th>Timeline</th> <th>Milestone</th> <th>% of Payment on Total Contract Price</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Within <del>One</del> <u>Two</u> month from the date of Contract Agreement</td> <td>On material supply against receipt &amp; check of material at site</td> <td><del>35%</del> <u>60%</u></td> </tr> <tr> <td>2</td> <td>Within <del>Two</del> <u>Three</u> months from the date of Contract Agreement</td> <td>Testing and commissioning along with integration of SCADA with Telemetry system for SLDC Data Transfer of entire system</td> <td><del>40%</del> <u>15%</u></td> </tr> <tr> <td>3</td> <td>Within <del>Three</del> <u>Four</u> months from the date of Contract Agreement</td> <td>On go live, User Acceptance Test (UAT) &amp; Handover of the project</td> <td>10%</td> </tr> <tr> <td>4</td> <td>DLP will be commenced from the date of Handover of the project.</td> <td>After expiry of Defect Liability Period of one year</td> <td>15%</td> </tr> </tbody> </table>	S. No.	Timeline	Milestone	% of Payment on Total Contract Price	1	Within <del>One</del> <u>Two</u> month from the date of Contract Agreement	On material supply against receipt & check of material at site	<del>35%</del> <u>60%</u>	2	Within <del>Two</del> <u>Three</u> months from the date of Contract Agreement	Testing and commissioning along with integration of SCADA with Telemetry system for SLDC Data Transfer of entire system	<del>40%</del> <u>15%</u>	3	Within <del>Three</del> <u>Four</u> months from the date of Contract Agreement	On go live, User Acceptance Test (UAT) & Handover of the project	10%	4	DLP will be commenced from the date of Handover of the project.	After expiry of Defect Liability Period of one year	15%
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5.	Clause 6.7: Work Completion Schedule	The scope of works at clause 6.1 Part-A shall be completed by the appointed Contractor within 3 months from the date of commencement of the Assignment.				The scope of works at clause 6.1 Part-A shall be completed by the appointed Contractor within <del>3</del> <u>4</u> months from the date of commencement of the Assignment.																																					

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6.	Clause 3.2.8	The total duration of the Contract shall be 51 months which covers 03 months commissioning, 12 months Defect Liability Period and 36 months Annual Maintenance Contract period.	The total duration of the Contract shall be <del>51</del> <u>52</u> months which covers <del>03</del> <u>04</u> months commissioning, 12 months Defect Liability Period and 36 months Annual Maintenance Contract period.