

Bid Corrigendum

GEM/2022/B/2438554-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. Buyer Added text based ATC clauses

1. Bidder must submit bid security declaration. Bid security declaration shall be submitted as below:

"We hereby accept that if we withdraw or modify our bid during period of validity etc., we will be suspended for 02 years from the date of suspension."

The above declaration should be submitted at bidder's letterhead mentioning bid number/ details in reference and signed by authorized signatory.

2. The cost towards "Group insurance and gratuity" mentioned in the staff's salary structure shall be payable to the contractor, and shall not be part of staff salary. The contractor shall provide group insurance coverage and gratuity to the contractual staffs as per amount and terms mentioned in the scope of services/ terms & conditions of the bid document. The cost towards "Group insurance and gratuity" is tentative/ indicative. If bidder feels that amount mentioned is insufficient to provide group insurance coverage and gratuity of required amount mentioned in the scope of service and term & conditions of the bid document, they can add this charge/ amount in the biddable service charge.

3. The "overhead charge" mentioned in the staff's salary structure shall be payable to the contractor, and shall not be part of staff salary.

4. Bidder shall submit the following documents along with their bid:

a. Copy of PAN Card.

b. Copy of GSTIN.

c. Copy of Cancelled Cheque.

d. Copy of EFT Mandate duly certified by Bank.

5. In respect of **Qualification criteria/ clause** mentioned above in the bid document, bidder shall submit copies of respective contracts/LOI/NOA, along with documentary evidence in respect of satisfactory execution of each of those contracts/LOI/NOA, in the form of copies of any of the documents (indicating respective contracts/LOI/NOA and type of services), such as - (i) Satisfactory completion / performance report (OR) (ii) proof of release of Performance Security after completion of the contract (OR) (iii) proof of settlement / release of final payment against the contract (OR) (iv) any other documentary evidence that can substantiate the satisfactory execution of each of the contracts/work cited above.

6. The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to submit necessary document/ certificate in this regard along with bid.

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2. 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.
3. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here](#)

[to view the file](#)

4. 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 Directorate General of Hydrocarbons payable at New Delhi. 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.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

*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](#)