

Bid Corrigendum

GEM/2024/B/4559109-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. Bidders can also submit the EMD with Account Payee Demand Draft in favour of Directorate General of Hydrocarbons payable at New Delhi
.
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.
3. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Directorate General of Hydrocarbons
Account No.
65191279625
IFSC Code
SBIN0050203
Bank Name
State Bank of India
Branch address
Shastri Bhawan, 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. 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.
5. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.
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 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.

7. Buyer Added text based ATC clauses

Bidder Pre -Qualification Criteria

The agencies that intend to participate shall meet the following qualifying requirements and shall submit substantiating documents in support of their claim, along with their bid, failing which their bid shall be straightaway rejected.

A. Past Experience Criteria:

The bidders should have experience of executing similar work for Government organization / PSU / private organizations during the preceding 05 (Five) years to be reckoned from 30.12.2023, of value of the following :

- (i) Three (03) similar completed works each costing not less than Rs 6,50,000/-

OR

- (ii) Two (02) similar completed works each costing not less than Rs 8,10,000/-

OR

- (iii) One (01) similar completed work costing not less than Rs 13,00,000/-

“Similar Work” shall mean Maintenance/provisioning of Fire System and/or Testing.

Following documentary evidences must be submitted by the bidders along with their bid, in support of their meeting the above experience criteria, failing which the bid will be liable for rejection:

- a) Copies of complete sets of purchase orders reflecting the scope of supply and total value of the job(s) awarded
AND
- b) To this effect, Bidder should submit copies of respective contracts/s/LOI/NOA including the Scope of Work and contract cost, 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 d

ocuments (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 cited above.

B. Certifications:

Bidder should provide, along with bid, a valid authorization certificate from OEM for Refilling of Novac Gas1230 in Cylinders & PESO approved certificate for filling station, else the offer of the bidder shall be rejected at the pre-Technical Evaluation stage itself.

C. Declaration for Non-Blacklisting:

The Bidder/OEM not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India for any kind of fraudulent activities, failure to do so will make the bid liable for rejection.

8. Text Clause(s)

SPECIAL TERMS AND CONDITIONS

1. The bidder shall be responsible for the maintenance of Gas Based Fire Alarm & Suppression System and Fire Extinguishers at SDC, Bhubaneswar for a period of 02 years, installed at Secondary Data Center (SDC) of National Data Repository (NDR) of Directorate General of Hydrocarbons (DGH) located in Bhubaneswar, Odisha and shall ensure that they are suitable for the work and are maintained in such a manner as to ensure their efficient working.
2. Mobilisation period: Successful bidder shall be required to commence the services at the specified sites within a time frame of 15 days from the date of award of contract. If the CONTRACTOR (successful bidder) fails to commence services as above, DGH shall have, without prejudice to any other clause of the CONTRACT, the right to terminate the contract.
3. Duration of the Contract: The contract duration shall be for a period of two years (02 years) from date of mobilisation after placement of order.

4. The bidder should be OEMs (Original Equipment Suppliers)/ Original Suppliers /Authorized Service Providers/ Authorized Partner only. A certificate/ Letter in these regards need to be submitted with bid.
5. Payment Terms: Payment shall be released on a quarterly basis after successful completion of services receipts. The contractor shall submit the complete inspection reports/relevant documents along with the invoice and documents as specified in Scope of Work of individual services.
6. Escalation matrix for complaint and resolution to be provided by the contractor at the start of the contract.
7. The Bidder should provide support at DGH office premise at STPI Bhubaneswar where these services are installed.
8. The equipment shall be treated as not available or down from the time the call is registered through phone/email till the time equipment is repaired and restored to the DGH satisfaction.
9. Non-Performance Deduction:
 - For delay in Corrective Maintenance as specified in Scope of Work of individual services, will be liable for a penalty at the rate of 0.5% (1/2 percent) of the total contract value for that service item (only AMC/Maintenance Component), for each Week or part thereof from the date of the complaint including weekends and holidays, that the work remains incomplete beyond the scheduled resolution time and No suitable replacement is provided.
 - In case of Preventive Maintenance is not carried out in a particular quarter, penalty at the rate of 0.5% (1/2 percent) of the total contract value for that service item (only AMC/Maintenance Component), for each Week or part thereof beyond that quarter.
 - Total deductions shall subject to a maximum of 10% (ten percent) of the total contract value.
10. Termination for unsatisfactory performance-If DGH considers that the performance of the CONTRACTOR is unsatisfactory or, not up to the expected standard, the DGH shall notify the CONTRACTOR in writing and specify in detail the cause of such dissatisfaction. DGH shall have the option to terminate this Agreement by giving **14 days** notice in writing to the CONTRACTOR, if, CONTRACTOR fails to comply with the requisitions contained in the said written notice issued by the DGH.
11. Early Termination - DGH reserves the right to terminate this agreement,

in whole or in part, at any time and for any reason, with or without cause , by providing 3 months written notice to the Service Provider. In the event of termination DGH shall have no further payment obligations beyond the effective date of termination.

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](#)