

Bid Corrigendum

GEM/2024/B/5052449-C5

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. **Consortium:** In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.
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 DDO Cash, PAO, Sectt. - I, DAHD payable at SBI, 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.
5. Buyer Added text based ATC clauses

Bid No.: GEM/2024/B/5052449

Date: 25.06.2024

Corrigendum

Subject: Corrigendum for Bid no. GEM/2024/B/5052449 (Third Party Evaluation of the Programme - National Programme for Dairy Development (NPDD) Implemented by the Department of Animal Husbandry and Dairying (DAHD))

1. Clause No 6; Pg No 4

Original :

6. Time frame for completion of the study: 2 months from the date of the Award of Work, with the following broad sub-timelines.

Revision in RFP

6. Time frame for completion of the study: 3 months from the date of the Award of Work, with the following broad sub-timelines.

2. Clause No 6 ; Serial No 5; Pg No 5

Original : Submission of Final Report of 25 (twenty five) hard copies (color) along with soft copies and all raw data/other details/data files collected in connection with the study. : 2 Months

Revision : Submission of Final Report of 25 (twenty five) hard copies (color) along with soft copies and all raw data/other details/data files collected in connection with the study. : **3 Months**

3. Clause No 9.3 ; Pg No 7

Original :

9.3 Time frame for submission of the final report of the study: The study has to be concluded within a period of **2 months** from the date of awarding the study by the Department of Animal Husbandry & Dairying.

Revision :

9.3 Time frame for submission of the final report of the study: The study has to be concluded within a period of **3 months** from the date of awarding the study by the Department of Animal Husbandry & Dairying.

4. Clause No 20 ; Pg No 13

Original :

(a) Any delay in completing the study and submitting the Reports (hard copies and soft copy) along with other data files etc., as per the timelines given in the work order (2 months) may entail the imposition of penalties as decided by the competent authority of DAHD.

(b) Delay in Submission of 'The Final Report along with all data files beyond the time limit given in the work order (2 months from the date of the work order) would entail a penalty at the rate of 1% of the total cost of the contract for each month of delay or part thereof for the 1st 2 months of delay and @ 2% of the total cost of the contract for each month of delay or part thereof beyond 1st 2 months of delay (excluding the grace period, granted by competent authority, if any). However, the competent authority, may in its discretion, for valid reasons to be recorded, grant a grace period not exceeding one month, for submission of all reports/documents/files etc. beyond 3 months from date of work order without imposition of any penalty. In this situation, the penalties clause will start from the end of the grace period so granted.

Revision :

(a) Any delay in completing the study and submitting the Reports (hard copies and soft copy) along with other data files etc., as per the timelines given in the work order (**3 months**) may entail the imposition of penalties as decided by the competent authority of DAHD.

(b) Delay in Submission of 'The Final Report along with all data files beyond the time limit given in the work order (**3 months** from the date of the work order) would entail a penalty at the rate of 1% of the total cost of the contract for each month of delay or part thereof for the 1st 2 months of delay and @ 2% of the total cost of the contract for each month of delay or part thereof beyond 1st 2 months of delay (excluding the grace period, granted by competent authority, if any). However, the competent authority, may in its discretion, for valid reasons to be recorded, grant a grace period not exceeding one month, for submission of all reports/documents/files etc. beyond **4 months** from date of work order without imposition of any penalty. In this situation, the penalties clause will start from the end of the grace period so granted.

5. Annexure II ; Page No 19

Original : Total cost of Evaluation of NAIP

Revised : Total cost of Evaluation of **NPDD**

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](#)