

## **Bid Corrigendum**

GEM/2024/B/5496132-C6

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 Added text based ATC clauses

#### **Corrigendum - 2**

#### **Prequalification Criteria (Clause V sub-clause 1) (Pg no.5)**

The Bidder(s) interested in participating in the Selection Process must be a duly registered legal entity in India, under any one of the following categories: -

- A Limited Liability Partnership (“LLP”) registered under the LLP Act,2008;
- an Indian Company (“Company”) registered under the Companies Act, 1956/ 2013;
- a “Partnership Firm” registered under the Indian Partnership Act, 1932;
- a Sole Proprietorship firm, registered as such under the Applicable Laws of India

With minimum **1 year** of existence at the time of submission of the bid.

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#### **Corrigendum - 1**

#### **Scope of work and Deliverables (Clause IV) (Pg no. 4)**

##### **Sample content:**

<file:///C:/Users/Dell/Downloads/0303202335900PM/0303202335900PM/story.html>

##### **SAMPLE SUBTITLE FILE.pdf**

- Subtitle files - Word format
- e-learning content - SCORM format

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##### **1. Deliverables**

- - Translated subtitle files for each e-module video in the 12 languages listed above.
- - Final integrated videos with vernacular subtitles.
- - A detailed report outlining the translation process, quality checks, and any issues resolved during the project.

##### **2. Payment Terms:**

- i. The payment shall be made post completion of work, and all the acceptance criteria met and approved by QCI with signoffs.
- ii. Payment for support period will be done quarterly, post completion of each quarter.

iii. Payment shall be made on submission of invoices within 30 days of receipt of invoice complete in all respect.

iv. **Incorrect Invoices, Under/Over Payment:** In case an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Service provider, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by QCI to the Service provider under this contract.

**3. Performance Bank Guarantee:** QCI shall require the selected service provider to provide a Performance Bank Guarantee, within 30 days of the notification of award, for a value equivalent to 5% of the financial proposal value. The Performance Guarantee shall contain a claim period of three months from the last date as per the contract duration. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the submission of deliverables.

The physical copy of Performance Guarantee should be submitted at QCI-HO within 30 days from the notification of award. In case the selected bidder fails to submit a Performance Guarantee within the time stipulated, the purchaser at its discretion may cancel the order placed on the selected bidder without giving any notice. Purchaser shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or purchaser incurs any loss due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

3. Buyer uploaded ATC document [Click here to view the file.](#)

## 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](#)