

## Bid Corrigendum

GEM/2023/B/3513281-C3

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 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. 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.](#)

**Corrigendum to the NIT (Printing and Delivery of SVANidhi Beneficiary Parichay Board) to the Bid No. GEM/2023/B/3513281 Dated 5th June, 2023**

M/o Housing & Urban Affairs (MoHUA) floated a bid document on GeM Portal (GEM/2023/B/3513281 Dated 5th June, 2023) seeking bids for the printing and delivery of letters in specified envelope to approximately 25 Lakh beneficiaries of PM SVANidhi Scheme.

2. In this connection, a pre-bid meeting with the Bidders was held **under the chairmanship of Joint Secretary, (NULM & PMS) at 3:00 PM on 15<sup>th</sup> June, 2023.** The queries raised during the pre-bid meeting and clarifications thereon are as under:

Sl. No.	GeM/NIT document reference	Content of GeM/NIT Requiring Clarification	Clarification/Suggestions of interested bidders	Clarification/Modification
1.	Pg. 2 of 6 of GeM	Bid splitting is not applied	Considering the large quantum of work, we request to split the job in 2 or 3 vendors for timely delivery.	Existing tender scope remains unchanged.
2.	Pg. 5 of 6 of GeM (item no.3)	Forms of EMD and PBG	Allow to submit EMD in form of Bank Guarantee	As per Rule 170 of GFR 2017- <i>The bid security may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Scheduled Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects.</i> As such, EMD may be deposited in the form of Bank Guarantee issued in favour of "PAO Sectt." payable at Nirman Bhawan, New Delhi. (Annex-III)
3.	Pg. 1 of NIT item no. 3	Brief Scope of Work	Number of colors to be printed on Front and Back of both Letters and Envelopes	The number of colors for letter may go upto 4.
4.	Pg. 1 of NIT item no. 3(iii)	PMS No. should invariably be mentioned on the bottom corner of the back side of the leaf as per sample	The printing location of PMS No. to be changed from bottom corner of Back side of leaf to bottom corner of Front side of leaf.	Existing scope remains unchanged.

			This will give enormous saving of cost and time to MoHUA.	
5.	Pg. 1 of NIT item no.3(iv) & 3(vii)	Size of National Emblem on Envelope & Letter	Exact size of Emblem is to be confirmed (WXH)	The height of Emblem has already been mentioned in the NIT. So far as width is concerned, it may be as per Emblem Code.
6.	Pg. 1 of NIT item no. 3(vi)	Double sided adhesive tape	Also include Peel & Seal tape	This provision may be read as "Double sided Peel or Seal adhesive tape"
7.	Pg. 1 of NIT item no. 3(ix)	Name of the beneficiary would be printed alongwith salutation on the front page of the letter	Printing is to be done by Digital Laser printing or Inkjet process	The entire printing of the letter is to be done through Digital Laser printing process.
8.	Pg. 1 of NIT item no. 3(x)	Name and address alongwith mobile would be in the middle of the front side of the envelope.	1. What is the size of Address label? 2. Is return address will be a part of address label?	1.The size of Address and Return label has to be 2 X 2.5 inches 2. There shall be two separate Address and Return labels.
9.	Pg. 2 of NIT item no. 4(b)	The bidder must have executed at least one single order of 50% value of the bid for similar service in last five years to Government/ PSU/ Limited Company. Copy of Contract/ Work Order/ completion certificate in this regard must be submitted.	Whether the single order of 50% value is required in one single year of combined 50% value in last 5 years.	Eligibility Condition is self-explanatory and remains unchanged.
10.	Pg. 4 of NIT item no. 5(9)	The financial bid would include the applicable GST, which shall be mentioned separately.	GeM portal do not allow for mentioning GST separately.	It may be read as "The financial bid would include the applicable GST, which shall be mentioned separately, if and as applicable in the Bid Form on GeM"

11.	Pg. 8 of NIT	Payment Terms	Payment to be made in lot of minimum 1,00,000 packages or weekly basis as against 4,50,000 packages mentioned in the RFP. Also payment should be made in the 3rd day of submission of invoice. This will help us with cash flow as amount for even 1,00,000 package will invoice for around Rs. 60,00,000/- as Speed Post amount has to be paid in advance, before mailing, to India Post.	No change in tender condition.
12.	Pg. 8 of NIT	Penalty clause	Bidder is liable to pay penalty of Rs. 25,000/- for each instance. So will the maximum penalty be Rs. 1.5 lakh for entire work.	It is clarified that the penalty provisions as mentioned in the NIT document is in addition to the standard penalty provision of GeM portal.
13	Pg. 2, para 4 (b)	Eligibility	The condition that the bidder must have executed at least one single order of 50% value of the bid for similar service in last five years is required to be relaxed for MSME	Eligibility condition remains unchanged.
14	Pag. 3, para 4(f)	Sample of package	Samples are required for the Raw material or required complete samples	It is clarified that a complete sample as per the specification mentioned in the NIT is required to be submitted for technical evaluation.

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EMD / Bid Security Form / Bank Guarantee

(Sample Format - TO BE EXECUTED ON A NON-JUDICIAL STAMPED PAPER)

[(Ref Clause 5(16) and 5(22) of NIT]

To

**Pay & Accounts Office, Sectt.  
Ministry of Housing & Urban Affairs (MoHUA),  
Nirman Bhawan, New Delhi**

WHEREAS ..... (Name of Bidder) (hereinafter called the 'the Bidder') has undertaken, in pursuance of **(Bid No. GEM/2023/B/3513281 Dated 5th June, 2023)** to supply ..... (Description of Products and Services) (Herein after called the 'the RfP') to you.

AND WHEREAS, it has been stipulated by you in the said RfP that the Bidder shall furnish you with a Bank Guarantee from a commercial Bank for the sum specified therein, as security for compliance with the Bidder's performance obligations in accordance with the RfP.

AND WHEREAS we -----Bank having its registered office at ----- and inter alia a branch office situate at ----- have agreed to give a performance guarantee in lieu of EMD of ` ----- (Rupees ----- only) on behalf of the Bidder.

We -----**Bank** further undertake not to revoke and make ineffective the guarantee during it's currency except with the previous consent of the buyer in writing.

We ----- Bank do hereby unconditionally and irrevocably undertake to pay to MOHUA without any demur or protest, merely on demand from MOHUA, an amount not exceeding Rs. ----- (----- only).by reason of any breach of the terms of the RFP dated ---- by vendor. We hereby agree that the decision of the MOHUA regarding breach of the terms of the RFP shall be final, conclusive and binding.

WE do hereby guarantee and undertake to pay forthwith on demand to MOHUA a sum not exceeding `...../-. (Rupees ..... only) (amount of the Guarantee in words and figures) and we undertake to pay you upon your first written demand declaring the Bidder to be in default under the RFP and without cavil or argument, any sum or sums within the limit of `...../-. (Rupees ..... only) (Amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

Our obligation to make payment under this Guarantee shall be a primary, independent and absolute obligation and we shall not be entitled to delay or withhold payment for any reason. Our obligations hereunder shall not be affected by any act, omission, matter or thing which but for this provision might operate to release or otherwise exonerate us from our obligations hereunder in whole or in part, including and whether or not known to us or you:

1. Any time or waiver granted to the Bidder;
2. The taking, variation, compromise, renewal or release of or refusal or neglect to perfect or enforce any rights, remedies or securities against the Bidder;
3. Any Variation of or amendment to the RFP or any other document or security so that references to the Contract in this Guarantee shall include each such Variation and amendment;
4. any unenforceability, invalidity or frustration of any obligation of the Bidder or any other person under the RFP or any other document or security waiver by you of any of the terms provisions conditions obligations under RFP or any failure to make demand upon or take action against the Bidder;
5. any other fact, circumstance, provision of statute or rule of law which might, were our liability to be secondary rather than primary, entitle us to be released in whole or in part from our undertaking; and;
6. any change in constitution of the vendor;
7. any petition for the winding up of the Bidder has been admitted and a liquidator or provisional liquidator has been appointed or an order of bankruptcy or an order for the winding up or dissolution of the vendor has been made by a Court of competent jurisdiction;

Notwithstanding anything mentioned herein before, our liability under this Guarantee is restricted to Rs\_\_\_\_\_ (Rupees \_\_\_\_\_ only) and this Guarantee would be valid up to \_\_\_\_\_ and we shall be discharged from all liabilities hereunder unless a written claim for payment under this Guarantee is lodged on us within Claim Period (at least one month) from the date of expiry of the Guarantee, i.e. on or before \_\_\_\_\_ irrespective of whether or not the original Guarantee is returned to us.

Signature and Seal of Guarantors (Bidder's Bank)

.....  
Date.....  
Address .....

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