

नेशनल हैन्डीकैप्ड फाइनेंस एण्ड डिवेलपमेन्ट कार्पोरेशन
(दिव्यांगजन सशक्तिकरण विभाग, सामाजिक न्याय एवं अधिकारिता मंत्रालय, भारत सरकार)

GSTIN : 07AACCN3554F1DV



**National Handicapped Finance
and Development Corporation**

(Dept. of Empowerment of Persons with Disabilities (Divyangjan), Ministry of Social Justice & Empowerment, Govt. of India)
CIN : U74140HR1997NPL033466

NHF/5/2/Exhb. & Fair/DKM/2022 //39

Dated: 05.01.2023

CORRIGENDUM

The sub para-1 of para (V) [Criteria for selection of Bidders {eligibility Criteria (To form part of the Technical Bid)}] of the Notice Tender for Divya Kala Mela at Mumbai, Maharashtra published on Government e Marketplace (GeM) vide Bid no. GEM/2022/B/2899974 dated: 23.12.2022 shall be read as *“the agency/ firm should have experience of successfully managing similar events in Mumbai in the past 5 years. The scope of work of these events should include complying to all requirements and managing all clearances that may be required for such events at **Mumbai, Maharashtra.**”*

This issues with the approval of Competent Authority.

(Vineet Rana)
General Manager (P&A)

कार्यालय : यूनिट नं. 11 एवं 12, ग्राउण्ड फ्लोर, डीएलएफ प्राइम टॉवर
एफ-79 और 80, ओखला फेज -1 नई दिल्ली-110020
दूरभाष : 011-45803730, 45088638 टेलीफैक्स : 011-45088637



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IS/ISO 9001:2008 Certified

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Bid Corrigendum

GEM/2022/B/2899974-C4

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 Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of National Handicapped Finance and Development Corporation A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
3. 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.
4. **AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be located in the state of Consignee. **DOCUMENTARY EVIDENCE TO BE SUBMITTED.**
5. **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.
6.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
7. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.
 - b. Execution certificate by client with contract value.
 - c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.
 - b. Execution certificate by client with contract value.
 - c. Any other document in support of contract execution like Third Party Inspection release note, etc.
8. File Attachment [Click here to view the file.](#)
9. 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](#)