

Bid Corrigendum

GEM/2025/B/6703397-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. **Dedicated /toll Free Telephone No. for Service Support :** BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
3. **Escalation Matrix For Service Support :** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
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. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
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.
 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.
9. **Buyer Added text based ATC clauses**
 - (i) If a seller reduces their price or offers the contracted goods to any other person or organization at a lower rate during the contract period, the contract price is automatically reduced to match the lower price for all subsequent supplies
 - (ii) *Bid Security Declaration, signed by the bidders accepting that if they withdraw or modify their bids during the period of validity, etc., they will be suspended for the time specified in the Tender Document.*

(iii) Delay in submission of deliverables as per agreed timelines and non compliance of any of the terms and conditions shall lead to penalty upto 10% of the total contract value.

(iv) The buyer added terms and conditions are in addition to all the applicable terms and conditions of GeM.

(v) The consultant may gain access to various documents and other material information pertaining to the CBC's processes, techniques, tools and other CBC related information, which is proprietary to the CBC. The Consultant shall be responsible for maintaining absolute confidentiality regarding the contents of such information whether such information is marked confidential or not. The Consultant shall return all documents, papers, materials and other proprietary information promptly to the conclusion of this Contract or on demand at any time during the continuation of this Contract.

The Consultant hereby acknowledges and agrees that all or any information of the CBC whether written, visual or oral or in any other medium, including but not limited to all employee information, policy information, project information, operations information, financial information, procedures, policies, processes, and/or any such information in connection with the activities of the CBC, which the Consultant may become privy to and/or come into the possession of as the Consultant under this Contract, be considered as confidential and proprietary information of the CBC.

The Consultant hereby agrees, undertakes and covenants to treat the Confidential Information entrusted to it with absolute and utmost caution and to use all due care as would normally be exercised with its own material. The Confidential Information will be used solely for the purpose of this Contract and will not be used in any way directly or indirectly that is detrimental to CBC or its affiliates and such Confidential Information will be kept strictly confidential by Consultant and will not be disclosed, shared, leaked or disseminated to any third person in any manner whatsoever, except that Consultant may disclose the Confidential Information or portions thereof to those of its Personnel who need to know such information on a "need to know" basis, with prior approval of the CBC (it being agreed that those Personnel will be informed of the confidential nature of the Confidential Information and will agree to be bound by this Contract).

During the Term and thereafter, the Consultant will not divulge or appropriate to its own use or to the use of others, any secret or confidential information or knowledge pertaining to the activities of the CBC or of any of its subsidiaries, which is provided as confidential to the Consultant. The Consultant shall not publicly disparage the CBC or its work. This clause will survive the expiry or conclusion of this contract.

Link for pre bid meeting

cbc-dopt@gov.in invites you to be a part of pre bid meeting for arrangement of karmayogi saarthis

pre bid meeting for arrangement of karmayogi saarthis

Date and time

Fri Oct 03, 2025 11:55 am - 04:05 pm (Asia/Kolkata)

Location

<https://capacitybuildingcommissionin.webex.com/capacitybuildingcommissionin/j.php?MTID=m8f8696a8758417608094a95c93919c37>

All interested bidders are requested to submit their pre-bid queries in writing to cbc-dopt@gov.in by October 7, 2025.

10. 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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.](#)