

Bid Corrigendum

GEM/2024/B/5753848-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. **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. 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.
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. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
6. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
7. 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.
8. **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.
9. **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.
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10. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
ESI FUND ACCOUNT NO 1
payable at
ESIC HOSPITAL, VAPI

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

11. Bidders can also submit the EMD with Banker's Cheque in favour of
ESI FUND ACCOUNT NO 1
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ESIC HOSPITAL, VAPI
. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
12. 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
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. 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.
13. Buyer Added text based ATC clauses
 1. The detailed scope of work under this Bid has been uploaded and prospective bidders are advised to go through the scope of work before submission of their bid.
 2. In case of similar lowest rates of more than one bidder, the L1 bidder will be decided through auto run function of GeM.
 3. Once the bid submission date & time is ended, bidder shall not be permitted to withdraw / modify / alter their bids and conditional acceptance / refusal to accept work order shall be liable for penal action as deemed fit under rules.
 4. The bidder should have registered / branch office in the state of consignee.
 5. The bidder should have registration under GST, EPF, ESIC, PT for statutory compliances.
 6. Bidders are advised to submit only specific documents which are sought for in the eligibility condition/bid scope of work. The documents/papers should be serially numbered and indexed against the specific requirement of eligibility condition / bid terms & condition.
 7. It is mandatory to fill all the Annexure's attached in the tender documents duly stamped and attested by the proprietor otherwise the agency will be disqualified in the technical evaluation. Whose responsibility will be solely of the agency and no further consideration will be given in this regard.
 8. Uploading / submission of any irrelevant document and documents without indexation / numbering may lead to disqualification of the bidder. Repeation of documents should be strictly avoided. No representation in this regard shall be entertained.
 9. EPFO Calculate on Maximum Amount of Rs. 15000/-.
 10. ESIC Calculate on Maximum Amount of Rs. 21000/-.
 11. Salary included the reliever salary also for Housekeeping Staff. As per Labour Law weekly off mandatory for Contractual Employees. So bill calculates (26 + 4 Days).
 12. ESIC Calculate on Basic + Bonus (Monthly), Due to Bonus Paid on monthly basis And Calculate on Maximum Amount of Rs. 21000/-.
 13. As per GeM Minimum Service Charge quoted 3.85% and it should not exceed 7% in any case.
 14. Material Charges not exceed in any condition. (Maximum Rs. 35000/- Per Month).
 15. Any deviation in the materials quality and quantity quoted will invoke penalty as decided by the Competent Authority as per market rate.
 16. If any query regarding Bid/Tender, take participate in Pre bid meeting as per details mentioned in Bid Documents.

14. Buyer uploaded ATC document [Click here to view the file.](#)
15. File Attachment [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](#)