

Bid Corrigendum

GEM/2025/B/6203013-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. Text Clause(s)

The bidders shall be bound to accept following adjustments at the contracted rates.

- The Purchaser / Competent Authority reserves the right to increase or decrease the bid quantity by up to 25% at the time of contract placement.
- The Purchaser / Competent Authority reserves the right to adjust manpower requirements as needed, including enhancing manpower strength by up to 35% of the total bid manpower, including relievers, on opening / commencement of the New OPD building in the MCH, SNR campus and its extended premises during Contract.

2. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
3. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
4. 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.
5. **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.
6. Bidders can also submit the EMD with Account Payee Demand Draft in favour of ESIC Saving Fund Account No 1 payable at HYDERABAD.
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.
7. 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 ESIC Saving Fund Account No 1 payable at HYDERABAD.
. 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.
8. Buyer Added text based ATC clauses

Other instructions:

1. Duration of the service contract may be extended up to 12 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).
2. **OPTIONAL SITE VISIT:**
 - i. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bi

- d. The costs of visiting the site shall be borne by the Bidder.
 - ii. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
 - iii. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
3. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
- i. The Seller fails to comply with any material term of the Contract.
 - ii. The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii. The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv. The Seller becomes bankrupt or goes into liquidation.
 - v. The Seller makes a general assignment for the benefit of creditors.
 - vi. A receiver is appointed for any substantial property owned by the Seller.
 - vii. The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
4. Medical Fitness and Screening: It shall be the responsibility of the contractor to ensure that all employees deployed at the site, including housekeeping staff and supervisors, undergo a mandatory pre-employment/pre-induction medical check-up at the time of joining and at least an annual health check-up thereafter. These health evaluations must be carried out in accordance with the guidelines of ESIC Medical College & Hospital, Telangana Pollution Control Board (as per CFO conditions), HICC, and NABH.
5. Following documents are appended, which are part of this Bid:
- Additional Scope of Work and Size of Areas to be Serviced (Chapter 2 of Tender Document)
 - Additional Machinery And Cleaning Agent Requirements (If Any On A Monthly Basis (Machinery on Rental)) (Annexure F of Tender Document)
6. As per government norms and extant rules, bidders must quote their service charges at a rate not less than 3.85% at Sl. No. 13 of Section A in the attached Excel sheet under the heading 'Excel Upload Required' in the GeM Bid document. Bidders who quote a service charge lower than 3.85% will not be considered in the financial bid.
- Bidders are free to quote their own prices/rates for all items listed in Section C to Section G of the attached Excel sheet under 'Excel Upload Required' in the Financial Bid document.
7. Bidders must quote the prices for consumables, chemicals, personal protective equipment (PPE), and machinery of good quality and reputed brands that conform to relevant Indian Standards and bear the BIS ISI mark, wherever applicable. All such items must be purchased only from licensed vendors, and the contractor shall provide valid proof of BIS certification for each consumable, chemical, PPE, and machine supplied.
- Products without BIS certification will not be accepted, and failure to comply with this requirement may lead to rejection of goods and/or termination of the contract. Every container, package, or box supplied must carry the manufacturer's descriptive label with complete product details including name, brand, batch number, date of manufacture, expiry date (if applicable), and usage instructions.
 - The products supplied must meet the satisfaction of ESIC Medical College & Hospital, Sanathnagar, in terms of both quality and quantity. Therefore, bidders must ensure they quote only for genuine, high-quality products of reputed brands. The responsibility of providing and maintaining

aining the supply of such quality products lies solely with the bidder.

8. The values mentioned in the Price Bid Excel sheet are for reference only. Bidders must quote their own prices. Service charges at Sl. No. 13 of Section A must be quoted as a percentage, and shall not be less than 3.85%. Additionally, bidders must quote prices for all items listed under Sections C, D, E, F, and G. Failure to do so will result in rejection of the bid at any stage.
9. Bidders are **advised to quote their prices** on the GeM portal as follows:
 - The Other charges including Allowances over and above Minimum wage (% per Month) Inclusive of GST component shall not be less than 3.85% of the minimum wage (inclusive of GST).
 - The price for the "Monthly Volume of Garbage (in Tons)" should be quoted in such a manner that it bridges the gap between the total manpower-related charges (i.e., Minimum Wages per Month including ESI, PF, ELDI, PF Admin Charges, and relieving charges, inclusive of GST and service charges) and the final Total Offer Price. Bidders must ensure that the quoted amount under this head accurately balances the overall financial bid to match the total value specified in the Excel sheet, inclusive of all applicable taxes.
9. Buyer uploaded ATC document [Click here to view the file](#).
10. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [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](#)