

## Bid Corrigendum

GEM/2024/B/5128918-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. **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. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name  
FACT Ltd  
Account No.  
57017844467  
IFSC Code  
SBIN0070158  
Bank Name  
State Bank of India  
Branch address  
Udyogamandal, Kerala  
.  
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.
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. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.
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. Buyer Added text based ATC clauses

#### **EARNEST MONEY DEPOSIT**

EMD shall be remitted online through 'State Bank Collect' portal using the link given below: [http://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest Money Deposit \(EMD\)/SD R emittance](http://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest Money Deposit (EMD)/SD R emittance)

The link is also available on of our website [www.fact.co.in](http://www.fact.co.in) (Tenders → 'Click Here to Pay EMD/ Security De

posit')

The bidder shall precisely indicate the Name of the bidder, Tender number and other relevant details while making the online payment through 'State Bank Collect' and the payment receipt generated shall be uploaded along with the tender document. Bids submitted without EMD are liable to be rejected. On receipt of the Security Deposit from the successful bidder, EMD of all other bidders will be released

If the above link becomes inactive, EMD remittance may be facilitated via RTGS/NEFT. In such cases UTR No./ scanned copy of the payment receipt may be submitted along with the Part-A of the bid.

### **SECURITY DEPOSIT**

Within 15 days of the receipt of the work order, the contractor shall remit security deposit of an amount calculated as 10% of the Work order value towards security for due and faithful performance of the contractor. The security deposit shall be remitted online through 'State Bank Collect' portal using the link given below:

[http://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest Money Deposit \(EMD\)/SD Remittance](http://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest Money Deposit (EMD)/SD Remittance)

The link is also available on our website [www.fact.co.in](http://www.fact.co.in) (Tenders → 'Click Here to Pay EMD/ Security Deposit')

The bidder shall precisely indicate their Name, Tender number and other relevant details while making the online payment through 'State Bank Collect' and the payment receipt generated thereon shall be submitted to us. If the amount exceeds Rs.10,000/-, Bank Guarantee from a Nationalised/ Scheduled Bank in India, in the prescribed format issued by FACT is also accepted as Security deposit. The security deposit will be released only on completion of the Guarantee/ Maintenance period, provided the contractor has cleared all dues and rectified defects if any.

### **AGREEMENT**

For contracts amounting to Rs. 3.00 lakhs and above, the contractor shall execute a formal agreement between FACT as per format on a stamped paper worth Rs.200/- before starting the work.

### **Corrigendum (Technical)**

The vendor shall assign a technician exclusively for this contract. A full-time technician stationed at FACT premises is not required. The technician should report at FACT's Udyogamandal/ Ambalamedu/ FEW-Palluruthy/ Willingdon Island sites based on service calls, ensuring that a minimum of 95% uptime is maintained on a monthly basis.

7. 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. 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](#)