

Bid Corrigendum

GEM/2025/B/6257501-C2

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. **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.
2. Buyer Added text based ATC clauses

EMD:

Quotations shall be accompanied by an Earnest Money Deposit as specified in the NIT. EMD shall be remitted online through 'State Bank Collect' portal using the link given below:

[https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20\(EMD\)/SD%20Remittance](https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20(EMD)/SD%20Remittance)

The link is also available on our website www.fact.co.in (Tenders → 'Click Here to Pay EMD/ Security Deposit'). 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. Bids without EMD shall be rejected except in the following cases: EMD will be exempted for Govt. Depts. / firms, public sector units, Micro and Small Enterprise units registered under MSMED Act. Also EMD is exempted for government departments/PSUs /Khadi board/ registered labour contract cooperative societies, etc. as per applicable govt. directions, on submission of valid documents in proof of the same.

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 bid. Details of Bank A/c for remittance of EMD are given below:

Account Type : Cash Credit

Account No : 57017844467

IFS CODE : SBIN0070158

Name of Bank : State Bank of India

Branch : Udyogamandal

District : Ernakulam

State : Kerala

SECURITY DEPOSIT

The Security Deposit for the work shall be 10% of the Work Order value and the Contractor shall remit it online through 'State Bank Collect' portal using the link given below or by Bank guarantee from a Nationalised/ Scheduled Bank in the prescribed format issued by FACT within 15 days of receipt of the work order.

k order.

[https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20 Money%20Deposit%20\(EMD\)/SD%20Remittance](https://www.onlinesbi.sbi/sbicollect/icollecthome.htm?corpID=9303&categoryName=Earnest%20Money%20Deposit%20(EMD)/SD%20Remittance)

The link is also available on of our website www.fact.co.in (Tenders → 'Click Here to Pay EMD/ Security Deposit') Defects noted in the work during the Guarantee/ Maintenance period, if any, due to poor quality of material supplied by the contractor or bad workmanship shall be rectified by the Contractor at his own cost. The SD will be released only on completion of the Guarantee/ Maintenance period, if any, as specified in the special terms & condition of the contract, 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 preform on a stamped paper worth Rs.200/- before starting the work.

Corrigendum:

If the bidder is submitting financial statements for financial year 2024-2025, the evaluation will be carried out for the last three years ending on 31st March, 2025.

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3. Text Clause(s)

Corrigendum:

If the bidder is submitting financial statements for financial year 2024-2025, the evaluation will be carried out for the last three years ending on 31st March, 2025.

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.
16. 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.
17. 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](#)