

Bid Corrigendum

GEM/2022/B/1918105-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state DOCUMENTARY EVIDENCE TO BE SUBMITTED.
2. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name N Agriculture and Rural Development Account No. NABADMN39 IFSC Code NBRD0000002 Bank Name Axis Bank Head Office, Mumbai.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line to upload scanned copy / proof of the Online Payment Transfer along with bid.
3. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceed bankrupt. Bidder to upload undertaking to this effect with bid.
4. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid Corrigendum if any.
5. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum %.
6. Buyer Added text based ATC clauses
 - 1) Integrity pact has to be executed on non-judicial stamp paper of ₹200/- (Rupees Two Hundred Only).
 - 2) Price bid estimation (illustration for calculation):

Annual Maintenance Contract for Housekeeping:

Old Clause - Price bid estimation:

Sl. No.	Particulars	Remarks	Rates / Percentage	Amount per month (Rs.) (for 26 days)	Total mo
Cleaner/Gardener/Helper - Unskilled (16 personnel)					
(a)	Basic Wages plus VDA	w.e.f. from 01 October 2021	546.00	14,196.00	
(b)	EPF on Basic Wages plus VDA		12%	1,704.00	

(c)	EDLI on Basic Wages plus VDA	Restricted to maximum wage ceiling of ₹15,000/-	0.5%	71.00
(d)	Administrative charges (EPF & EDLI) On Basic Wages plus VDA		0.5%	71.00
(e)	ESIC (Employees' State Insurance Corporation)	Calculated over Basic plus VDA (not eligible if it is more than ₹21,000/-)	3.25%	461.00
(f)	Bonus		8.33%	1,183.00
(g)	Total payment per personnel per Month {Sum of (a) to (f) }			17,686.00
(I)	Payment for 16 unskilled personnel per month			2,82,976.00
Cook - Skilled (01 personnel)				
Sl. No.	Particulars	Remarks	Rates / Percentage	Amount per month (Rs.) (for 26 days)
(a)	Basic Wages plus VDA	w.e.f. from 01 October 2021	724.00	18,824.00
(b)	EPF on Basic Wages plus VDA	Restricted to maximum wage ceiling of ₹15,000/-	12%	2,259.00
(c)	EDLI on Basic Wages plus VDA		0.5%	94.00
(d)	Administrative charges (EPF & EDLI) On Basic Wages plus VDA		0.5%	94.00

(e)	ESIC (Employees' State Insurance Corporation)	Calculated over Basic plus VDA (not eligible if it is more than ₹21,000/-)	3.25%	612.00
(f)	Bonus		8.33%	1,568.00
(II)	Payment for 01 cook (skilled personnel) per month			23,451.00
(III)	Payment for 17 personnel per month (I+II)			3,06,427.00
Service charges				
(IV)	Service Charges per month	minimum 1% of (III)		
(V)	Payment per month for 17 personnel including service charge (III+IV)			
(VI)	GST on (V)			
(VII)	Total payment per month for 17 personnel inclusive of service charge and GST (V+VI)			

₹.....

(Rupees.....)

All figures shall be quoted/ calculated upto two decimal points and round necessary.

* If a contractor / firm quotes 'NIL' charges/consideration for providing manpower above the minimum wages, the bid shall be treated as unresponsive and will not be considered.

Note 1: - Rates shall be quoted as "Total Cost per Housekeeping personnel per Month as per Central Govt. Minimum Wage Act.

Note 2: - For all calculation, there shall be 26 working days in a month and a year of 12 months. The duty hours shall be 08 (Eight) hours per day i.e. as per Central Govt. Minimum Wage Act.

Note 3: - No change shall be allowed in the format of this table.

Note 4: - Contractor is required to quote the service charge. Service charge is to be quoted to two decimal points only.

Note 5: - Sl. No. a, b, c, d, e & f in the calculation sheet proposed shall be paid as per Govt. Acts/Notifications including amendments.

Note 6:- Sl. No. b, c & d are restricted to ₹15,000/- as per EPF Act.

Note 7:- Basic Wages plus VDA at Sl. No. (a) are as per Central Govt. Latest Minimum Wage Gazette Notification.

Note 8: - Rates quoted would be applicable for the entire period i.e. up to contract completion. However, revision in rates would be considered only if the minimum wages & tax rates change.

Note 9:- The Service Charges quoted above may include premium towards insurance for the workers employed, premium towards third-party insurance cover, other incidental expenses like administrative costs like provision of uniforms to workers, overhead profits, TDS etc. These costs (or percentage) are to be solely decided by bidder for the purpose of the bid at Sl. No. (IV) in the calculation sheet. The bidder must have to insert monthly expense estimation inclusive of service charge in the GeM portal. If the GeM portal insists on GST rates, then it also has to be taken into account while inserting monthly expense estimation inclusive of service charge.

Note 10:- Selection will be based on the grand total quoted at the price bid by the bidder. If two or more bidders quote the same amount, the bid will be evaluated as per the GeM portal or any other available in the GeM portal. In such case, the decision of NABARD will be final and binding to all the bidders.

Note 11:- VDA=Variable Dearness Allowance, ESI= Employees' State Insurance, EPF= Employees' Provident Fund, EDLI= Employees' Deposit Linked Insurance Scheme.

Note 12: - Conditional price bid will be rejected.

Date: _____ Signature of the tenderer with seal

Place: _____

Revised (New) Clause - Price bid estimation:

Sl. No.	Particulars	Remarks	Rates / Percentage	Amount per month (Rs.)
Cleaner/Gardener/Helper - Unskilled (16 personnel)				
(a)	Basic Wages plus VDA	w.e.f. from 01 October	546.00	14,196.00

		2021		
(b)	EPF on Basic Wages plus VDA	Restricted to maximum wage ceiling of ₹15,000/-	12%	1,704.00
(c)	EDLI on Basic Wages plus VDA		0.5%	71.00
(d)	Administrative charges (EPF & EDLI) On Basic Wages plus VDA		0.5%	71.00
(e)	ESIC (Employees' State Insurance Corporation)	Calculated over Basic plus VDA (not eligible if it is more than ₹21,000/-)	3.25%	461.00
(f)	Bonus		8.33%	1,183.00
(g)	Total payment per personnel per Month {Sum of (a) to (f) }			17,686.00
(I)	Payment for 16 unskilled personnel per month			2,82,976.00
Cook - Skilled (01 personnel)				
Sl. No.	Particulars	Remarks	Rates / Percentage	Amount per month (Rs.)
(a)	Basic Wages plus VDA	w.e.f. from 01 October 2021	724.00	18,824.00

(b)	EPF on Basic Wages plus VDA		12%	1,800.00
(c)	EDLI on Basic Wages plus VDA	Restricted to maximum wage ceiling of ₹15,000/-	0.5%	75.00
(d)	Administrative charges (EPF & EDLI) On Basic Wages plus VDA		0.5%	75.00
(e)	ESIC (Employees' State Insurance Corporation)		Calculated over Basic plus VDA (not eligible if it is more than ₹21,000/-)	3.25%
(f)	Bonus		8.33%	1,568.00
(II)	Payment for 01 cook (skilled personnel) per month			22,954.00
(III)	Payment for 17 personnel per month (I+II)			3,05,930.00
Service charges				
(IV)	Service Charges per month	minimum 1% of (III)		
(V)	Payment per month for 17 personnel including service charge (III+IV)			
(VI)	GST on (V)			

(VII)	Total payment per month for 17 personnel inclusive of service charge and GST (V+VI)
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**Total cost per month ₹.....
(Rupees.....)**

All figures shall be quoted/ calculated upto two decimal points and round necessary.

* If a contractor / firm quotes 'NIL' charges/consideration for providing manpower above the minimum wages, the bid shall be treated as unresponsive and will not be considered.

Note 1: - Rates shall be quoted as "Total Cost per Housekeeping personnel per Month as per Central Govt. Minimum Wage Act.

Note 2: - For all calculation, there shall be 26 working days in a month and a year of 12 months. The duty hours shall be 08 (Eight) hours per day i.e. as per Central Govt. Minimum Wage Act.

Note 3: - No change shall be allowed in the format of this table.

Note 4: - Contractor is required to quote the service charge. Service charge is to be quoted upto two decimal points only.

Note 5: - Sl. No. a, b, c, d, e & f in the calculation sheet proposed shall be paid as per Central Govt. Acts/Notifications including amendments.

Note 6:- Sl. No. b, c & d are restricted to ₹15,000/- as per EPF Act.

Note 7:- Basic Wages plus VDA at Sl. No. (a) are as per Central Govt. Latest Minimum Wage Gazette Notification.

Note 8: - Rates quoted would be applicable for the entire period i.e. up to contract completion. However, revision in rates would be considered only if the minimum wages & tax rates change during the contract period.

Note 9:- The Service Charges quoted above may include premium towards insurance for the workers employed, premium towards third-party insurance cover, other incidental expenses like administrative costs like provision of uniforms to workers, overhead profits, TDS and other taxes. These costs (or percentage) are to be solely decided by bidder for the purpose of quoting the bid at Sl. No. (IV) in the calculation sheet. The bidder must have to insert monthly expense estimation inclusive of service charge in the GeM portal. If the GeM portal insists on quoting GST rates, then it also has to be taken into account while inserting monthly expense estimation inclusive of service charge.

Note 10:- Selection will be based on the grand total quoted at the price bid by the bidder. If two or more bidders quote the same amount, the bid will be evaluated as per the GeM portal or any other available in the GeM portal. In such case, the decision of NABARD will be final and binding to all the bidders.

Note 11:- VDA=Variable Dearness Allowance, ESI= Employees' State Insurance, EPF= Employees' Provident Fund, EDLI= Employees' Deposit Linked Insurance Scheme.

Note 12: - Conditional price bid will be rejected.

Date:

Signature of the tenderer with sea

Place:

7. Buyer uploaded ATC document [Click here to view the file.](#)
8. File Attachment [Click here to view the file.](#)
9. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone Support.
10. Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to performance and mutual consent).
11. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for
12. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be in standard format only.
13. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoice executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
14. ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.
15. **NET WORTH:** Net Worth of the OEM should be positive as per the last audited financial statement.
16. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25% quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept accordingly.
17. **OPTIONAL SITE VISIT:**
 1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself or its responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. Costs of Visiting the Site Shall be Borne completely by the Bidder.
 2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the condition that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
 3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site working conditions, weather etc. on its own before submission of the bid.
18. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff at the location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, the bank statement of payment done to staff.
19. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name National Bank Rural Development Account No. NABADMN39 IFSC Code NBRD0000002 Bank Name Axis Bank Branch address: Mumbai. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details file for online line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within the contract.
20. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
21. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid (to be uploaded with bid): ISO 9001:2015 and ISO 14001:2015 .
22.
 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 to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and all obligations there under.

23. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available 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 and 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 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 with the Seller.
24. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot confirming payment of GST.
25. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)
26. 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 / Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcomes and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Bidder to obtain Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by the Buyer of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions present on external site or reference to external documents / clauses shall also be null and void.

*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](#)