

Bid Corrigendum

GEM/2024/B/4667072-C1

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. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
2. Text Clause(s)

CORRIGENDUM

1. **Reference to our Bid No. GEM/2024/B/4667072 dated 21.02.2024 relating to Custom Bid for Services - Engagement of External Agency to Outsource Human Resources.**

2. With respect to the Point 4.3 Service Assumptions: The matter under Sub-point (a) stands amended as **"The engagement of human resource for different project of Buyer (ICMR-NIRRCH) is on a skill development program and with fixed consolidated remuneration. Hence, ESI and EPF are not applicable for the same. In case a provision of medical insurance is opted by the Service Provider for the human resources deployed for the Buyer, the cost of the same is to be borne by the Service Provider and should not be passed on to the buyer."**

3. Further, the Formats - Bid Security-E.M.D. / Performance Bank Guarantee is revised in the tender document.

4. The said tender would be evaluated under Quality cum Cost Based system (QCBS) and in the evaluation of bids and award criteria, Micro & Small Enterprises who are Service Provider of the Primary Service Category and whose credentials are validated online, through Udyam Registration/ Udyog Aadhaar and Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP), shall be given full score in the criteria of experience, Performance and Average annual turnover.

Tender document attached under scope of work may please be referred for terms and conditions.

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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](#)

FORMAT FOR BID SECURITY - E.M.D. / PERFORMANCE BANK GUARANTEE
(To be on Rs.100/- non-judicial stamp paper)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as selected Bidder') submitting the response to Bid inter alia forin response to the Bid dated..... issued by ICMR- National Institute for Research in Reproductive and Child Health, Mumbai (herein after referred to as ICMR-NIRRCH) and ICMR-NIRRCH considering such response to the Bid of [insert the name of the selected Successful Bidder](which expression shall unless repugnant to the context or meaning thereof include its executors, administrators, successors and assignees) and selecting Successful Bidder/Trader and issuing Letter of award No... to(Insert Name of selected Successful Bidder)as per terms of Bid and the same having been accepted by the selected Successful Bidder, M/s. -----, if applicable]. As per the terms of the tender, the [insert name, branch code & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to ICMR-NIRRCH at [Insert Name of the Place from the address of ICMR-NIRRCH] forthwith on demand in writing from ICMR-NIRRCH or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees [Total Value] only, on behalf of M/s [Insert name of the selected Successful Bidder]

This guarantee shall be valid and binding on this Bank up to and including and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.
Our liability under this Guarantee is restricted to Rs. only).

Our Guarantee shall remain in force until ICMR-NIRRCH shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that ICMR-NIRRCH shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ICMR-NIRRCH, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to ICMR-NIRRCH.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the selected Successful Bidder] and/or any other person. The Guarantor Bank shall not require ICMR-NIRRCH to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ICMR-NIRRCH in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Mumbai shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly ICMR-NIRRCH shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Successful Bidder , to make any claim against or any demand on the selected Successful Bidder or to give any notice to the selected Successful Bidder or to enforce any security held by ICMR-NIRRCH or to exercise, levy or enforce any distress, diligence or other process against the selected Successful Bidder

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only) and it shall remain inforce until.....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ICMR-NIRRCH serves upon us a written claim or demand.

| | | |
|-----------|------|-----------------------|
| Signature | Name | Power of Attorney No. |
|-----------|------|-----------------------|

For
[Insert Name of the Bank]

Banker's Stamp and Full Address. Dated this day of ,20

Witness:
1. Signature

Name and Address
2. Signature

Name and Address

Note:
1. The Performance Bank Guarantee shall be executed by any of the Nationalized Bank.