

## Bid Corrigendum

GEM/2024/B/5322539-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. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. 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 and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
4. **WORLD BANK TERMS AND CONDITIONS:** Special Terms and Conditions as defined by world bank at [click here](#) will also be applicable. APPLICABLE ONLY IN CASE OF WORLD BANK FUNDED PROJECTS.
5. **AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.
6. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
7. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
8. 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.
9. **Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.
10. Bidders can also submit the EMD with Account Payee Demand Draft in favour of  
AGM ESTATE, STATE BANK OF INDIA  
payable at  
Mumbai  
.  
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.
11. Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

AGM ESTATE, STATE BANK OF INDIA  
Account No.  
4897932113433  
IFSC Code  
SBIN0011343  
Bank Name  
STATE BANK OF INDIA  
Branch address  
OAD, GITC, BELAPUR

. 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.

12. 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 AGM ESTATE, STATE BANK OF INDIA payable at MUMBAI  
. 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.
13. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of AGM ESTATE, STATE BANK OF INDIA A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
14. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name AGM ESTATE, STATE BANK OF INDIA  
Account No.  
4897932113433  
IFSC Code  
SBIN  
Bank Name  
STATE BANK OF INDIA  
Branch address  
BRANCH OAD, GITC, BELAPUR  
. Successful Bidder to indicate Contract number and name of Seller 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 in place of PBG within 15 days of award of contract.
15. File Attachment [Click here to view the file.](#)
16. File Attachment [Click here to view the file.](#)
17. Buyer uploaded ATC document [Click here to view the file.](#)
18. Buyer Added text based ATC clauses

## **Corrigendum of TENDER ID NO:**

**GEM/2024/B/5322539 dated 23-08-2024.**

**TENDER FOR PROVIDING INTEGRATED FACILITY MANAGEMENT SERVICES FOR FOUR BUILDINGS AT GITC MAIN BUILDING, MTNL BUILDING, KAPAS BHAVAN BUILDING AND MIDC TURBHE BUILDING, NAVI MUMBAI.**

**With reference to the Pre bid meeting held on 30-08-2024, we clarify below to the points raised by the participants:**

SL.NO	RFP Page No.	RFP Clause No.	Tender Clause	Query / Suggestion	Clarification
2	5	12	Contract period	What about price escalation in case of extension?	Please refer to page no. 81, clause no. 32 of RFP.
3	9	12	The Bidder should not have incurred loss in last 3 years ending on 31st march 2024.	Official memorandum NO. F.1/16/2020-PPD dated 11th Feb 2021 from Ministry of finance Gov. of India states that the financial capability of the bidder to execute the contract should not be judged on the basis of profitability but on the basis of Net worth.	Official memorandum NO. F.1/16/2020-PPD dated 11th Feb 2021 is related with procurement of goods, accordingly it is not applicable to this RFP. This RFP is for services of housekeeping.

4	43	22	<p>In quoting rates, the tenderers are advised to take into account all factors including any</p> <p>fluctuations in market rates. Please note that the rate quoted in the tender shall remain firm</p> <p>and valid for the contract period of 'one year' from the date of commencement of work.</p> <p>During this period no request for enhancement / escalation in rates shall be considered</p> <p>under any circumstances</p>	<p>What after one year? What about the escalations in case of fluctuations in market rates and the minimum wages? Kindly specify the remedy.</p>	<p>Please refer to page no. 81, clause no . 32 of RFP.</p>
5	45	35	<p>The contractor shall follow such Act, rules and regulations of the Local government bodies , State/Central Government labour laws that are in force and that may be framed from time to time for completion of work. SBI shall not be responsible for any infringement of the various statutes in force by the contractor</p>	<p>We have no inhibition following any act/rules &amp; regulation of the Local Govt. bodies. But in case, during following such act/rules &amp; regulation of the Local Govt. bodies, the contractor has to pay extra cost, them that cost has to be reimbursed by the department, as it cannot be anticipated in advance.</p>	<p>The cost will be borne by Vendor.</p>

6	92	i	Prices	What about minimum wages escalation? Being principle employer SBI should reimburse the same along with the statutory component.	Please refer page No. 95 clause 52 of RFP.  2. Our response for page No. 92 & clause No-01 is self-explanatory, please be guided accordingly.
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7	87	42	SAFETY CODE - RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT:	Since safety plan is a part of operations it should be taken from the successful bidder after award of work. It won't be possible to submit the same during bid submission	Our RFP page No. 87 clause No-42 holds good. Before commencing work, successful bidder submit a 'SAFETY PLAN' to the State Bank of India authorized official.
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8	95	52	<p><b>Price variation for Labour component:</b> Please note that all rates (Manpower etc.) quoted by the vendor shall remain fixed and valid for a period of one year i.e. initial contract period from the date of commencement of work and no escalation/price increase, whatsoever shall be considered during this period. Accordingly, contractor has to take due care on this account while quoting the rates</p>	<p>Since the contract is for 1 + 2 years, minimum wage hike is bound to happen and being a principal employer, it would be the responsibility of your good office to ensure that the minimum wages are paid to the employees along with statutory compliances. Hence we request you to kindly incorporate a suitable price variation clause which will take care of the actual increase in the minimum wages and the same can be reimbursed to the service provider. Similarly, price variation (PV) for material and consumable escalation may be incorporated. In absence of such clause the bidder may load the price bid incommensurately, as the same cannot be anticipated by the bidder in advance and hence the bid will be unrealistically burdened.</p>	<p>Please refer to page no. 81, clause no. 32 of RFP</p>
9	65		<p>MANPOWER QUALIFICATION AND EXPERIENCE CRITERIA</p> <p>**Note: Wherever the duty hours of the respective Employee/workman/Technician etc. mentioned above is exceeding 8 Hours, it will be the sole responsibility of the Contractor to ensure relief arrangements and to quote their rates accordingly.</p>	<p>1) There is no provision to quote rates of manpower in case the duty hours exceed beyond 8 hours. Where do we quote the rates? Please clarify.</p> <p>Are the manpower for the categories mentioned above have to be provided for 7 days a week?</p>	<p>Duty hours &amp; holiday arrangement must be in accordance with Central Govt. labour law &amp; within total quantity of Manpower.</p>

10	64		MANPOWER QUALIFICATION AND EXPERIENCE CRITERIA	Does the Qty. include relievers? Please clarify	Yes, quantity include relievers.
11	Price Bid	Sr.11 of summary of project cost	GST@ 18 % ( In Rs. ) ...(B)	GST @ 18% is mentioned in both place summary of project cost and price Sch -I,II,III,IV and V	GST must not be quoted in any price schedule No -I,II,III,IV & V .  2. 18 % GST will be quoted only on Sr. NO. 11 of price bid summary of project cost

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**NOTE:**

**Revised price bid uploaded on GeM portal and Banks's web site.**

**1. Statutory components:**

- (a) **EPF has to be quoted on exact amount as per fixed rate mentioned in the appropriate column No. 7 of Sch-1 without any ceiling on total wage for analysis of the price bid and discovery of L1.**
- (b) **ESI and Bonus amount, not to be quoted for highly skilled, skilled and semi-skilled category. For unskilled category rate to**

**be quoted strictly as per GOI guidelines for analysis of the price bid and discovery of L1.**

**(c) However payment /reimbursement will be made on actual basis and as per Government of India Guidelines. If any bidder has quoted below the statutory minimum wages as per the latest guidelines of Govt. of India (Ministry of labour & employment), the tender will be summarily rejected.**

**(d) GST must not be quoted in any price schedule No-I,II,III,IV & V. 18 % GST will be quoted only on Sr. NO. 11 of price bid summary of project cost.**

***2. This corrigendum should form a part of the Tender Document and all the bidders have to attach the same with the Tender book.***

## **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](#)