

### Bid Corrigendum

GEM/2025/B/6010036-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. **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. 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.
5. Bidders can also submit the EMD with Account Payee Demand Draft in favour of  
ESIC FUND ACCOUNT No. 1  
payable at  
Jaipur  
.  
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.
6. 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  
ESIC FUND ACCOUNT No. 1  
payable at  
Jaipur  
.  
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.
7. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
8. Buyer Added text based ATC clauses
  1. The manpower requirement may decrease or increase depending upon the joining of new permanent employees or transfer/resignation of present in-position/ revised sanctioned strength/permanent staff. In such cases and/or as per directions of ESIC Hospital, the man power agency is bound to reduce/retrench the existing manpower or provide additional manpower.
  2. In addition to above, the Competent Authority has authority to include

other category of staff to be recruited through this agency i.e Chief Hospital Manager, Staff for Facilitation Counter, Staff for Registration Counter, Support Staff (Artist Modeller), Support Staff (Lab Attendant) etc. with same terms and conditions. Moreover contractor has to deposit the Security deposit in same proportionate.

3. Period of Contract: -The Contract shall initially be for a period of One Year and extendable up to another one year with mutual consent of both parties, subject to the services found satisfactory by the Competent Authority with recommendation of committee quarterly evaluation. However Competent Authority, ESIC Medical College and Hospital, Jaipur reserves the right to terminate the contract at any time without assigning any reason thereof by serving one month's notice or without any notice.
4. Point no. 18 of Penalty Clause "If an office is not established within 30 days of issue of work order (Shop act along with registration in Jaipur city)" should be read as "If an office is not established within 30 days of issue of work order (Shop act along with registration in Rajasthan)"
5. The Bidder should submit ISO 9001-2015 with technical bid document S.

## 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.

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](#)