

Bid Corrigendum

GEM/2026/B/7773845-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. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. **OPTION CLAUSE 50%** : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.
For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider
4. **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.
5. 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.
6. **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.**
7. **Dedicated /toll Free Telephone No. for Service Support :** BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
8. **Escalation Matrix For Service Support :** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
9. 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.
10. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
The Director, ICMR-NIRT
payable at
Chennai
.
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. 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
The Director, ICMR-NIRT
payable at
Chennai
.
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.
12. Buyer Added text based ATC clauses
 1. **An office (registered/branch) of the service provider must be located in consignee lo**

cation (Chennai). A copy of registration certificate should be submitted in this regard. In case of registered legal entity like a company, society, LLP, Partnership etc. registration certificate issued by Registrar of Companies (ROC)/ Registrar of Firms must be submitted. In case of other legal entities, Labour Department Certificate issued by State Government or GST Registration certificate must be submitted.

2. The bidder must submit EPF and ESI contribution challans along with contribution statements for the last 6 months prior to bid start date. It should be uploaded in the Technical documents in GeM portal. The payment of EPF & ESI through challan must be made before due date for each month.

3. The Bidders offer is liable to be rejected if they don't upload any of certificates / documents sought in the bid document, ATC and corrigendum, if any

4. The Service provider must submit statutory certificates of registration for EPF, ESIC and GST in GeM Technical specification documents.

5. The bidder should attach photographs of his registered office in consignee location along with name board, valid rental agreement as on the date of contract and contact number to verify the details of the agency by the consignee.

6. The bidder must submit an undertaking for acceptance of terms and conditions of the bid document under technical evaluation documents in GeM Portal.

7. Bidders must have annual turnover as per the bid document.

8. The bidder must submit PBG @ 3% of the contract value.

9. The Service provider must follow Minimum wage & VDA orders issued by Ministry of Labour & Employment from time to time.

10. Service Provider should verify all the credentials of the candidates before engagement.

11. The staff will be deployed for NIRT, Chennai and its field units at Tiruvallur and Madurai. The staff are interchangeable between the field units on the basis of functional needs.

12. The Service Provider shall be solely responsible for maintaining the quality and level of service provided. In case, the services are not found satisfactory at any time, the work order/tender is liable to be cancelled.

13. Service Provider is required to pay salaries of contracted staff deployed first on their own or before 5th or in any case, not later than 7th of the next month and then claim payment from the institute by submitting bill along with all statutory documents like, PF, ESIC, GST etc. as well as Pay slip and bank statement of payment done to staff. The Pay slip should clearly indicate the ESI number, UAN Number, Designation of the concerned staff, Number of working days and the salary breakup of employee clearly indicating Gross Salary, Net Salary along with clear break up of PF, ESI contribution of both Employer and Employee. No other deductions should be made out of the salary of the employee.

14. The participating bidders should note that monthly bill will be passed for payment after duly following the above mentioned procedures and no other extra deductions to be made from the wages payable to the staff.

15. EPF contribution is to be paid by the contractor up to the maximum wage ceiling of Rs.15,000/-. The Contribution of EPF/ESI should be made as per rules by the contractor.

16. GST and service charges will be paid separately to the service provider as per contract.

17. The monthly wages of the manpower should be made based on the number of days worked.

18. No person shall leave the assigned position, without prior approval of his/her Reporting Authority/ Head of Institute.

19. The service provider should provide uniform and ID card to the staff.

20. In the event of leave without prior permission of Reporting Authority and/or any willful unauthorized absence, the concerned candidate holding the position will not be permitted to resume duty without prior permission of Head of the Institute.

21. The Service provider should provide staff immediately in case of absence of any of the staff engaged.

22. Service Provider will be responsible for any administrative issues of the candidate and not the institute.

23. The incumbents selected will have no claim for regular appointments under ICMR-NIRT or continuation of his/her services in any other contract.

24. Agencies or appointed contractors may visit ICMR-NIRT, Chennai on any working day between 02:00 PM and 03:00 PM to understand the scope / nature of work.

25. Any dispute arising out of the terms of this contract or the interpretation of any clause herein shall be settled by mutual discussion between the ICMR-NIRT and agency / contractor. In case of any disputes, the jurisdiction will be ICMR-NIRT, Chennai.

26. No payment shall be made in advance nor any loan from any bank or financial institution reco

- mmended on the basis of the contract order awarded to the agency.
27. Candidate must know regional language of the place of posting.
 28. The engagement is purely on contract basis and the Director of the Institute reserves the right to dispense with the services of the candidate at any time without assigning any reason.
 29. The engagement will get automatically cease on the end date of contract.
 30. On termination of the contract, the staff shall not be entitled to any terminal benefits.
 31. The staff will not be provided medical facility under CGHS / CS (MA) Rules as admissible to regular employees.
 32. No service/experience certificates will be issued by the institute to the staff.
 33. All the rights to extend or reduce the period of contract or termination of the contract will be at the discretion/jurisdiction of the Director, ICMR-NIRT, Chennai and will be binding on the agency.

Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues

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. 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.](#)