

Bid Corrigendum

GEM/2026/B/7520013-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 25%** : 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, the contract quantity or contract duration can only be increased up to 25 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 25 percent with the consent of the service provider
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. **Malicious Code Certificate:**

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

4. 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.
5. **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.
6. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.
7. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
The Registrar, IIT Bhubaneswar
payable at
Argul
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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.
8. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C
The Registrar, IIT Bhubaneswar, Argul

. 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 EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

9. Bidders can also submit the EMD with Banker's Cheque in favour of
The Registrar, IIT Bhubaneswar
payable at
Argul

. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

10. 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 Registrar, IIT Bhubaneswar
payable at
Argul
. 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.
11. 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
The Registrar, IIT Bhubaneswar, Argul
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.
12. File Attachment [Click here to view the file.](#)
13. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 20% of total value.
14. Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
15. 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.
16. Buyer uploaded ATC document [Click here to view the file.](#)
17. 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.
18. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

19. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

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](#)



भारतीय प्रौद्योगिकी संस्थान भुवनेश्वर

INDIAN INSTITUTE OF TECHNOLOGY BHUBANESWAR

F.1.9/2026/ES/Horti.
Date:19.05.2026

Corrigendum cum Addendum

The following Corrigendum cum Addendum is incorporated in the **GEM/2026/B/7520013**, dated **08.05.2026** for **Providing Outsourced Manpower Services on Minimum Wage basis for Horticulture Section**.

1. As per Bid Eligibility Criteria Clause No.8, the following 16 (Sixteen) agencies only eligible for participation in this Bid:

- I. M/s. Maa Charchika Manpower Services.
- II. M/s. Siddheswar Management Services Pvt. Ltd.
- III. M/s. Clean and Care Services.
- IV. M/s. Newmark Industrial Security & Solutions Pvt. Ltd.,
- V. M/s. L & K Services Pvt. Ltd.,
- VI. M/s. Secured Security Solutions Pvt. Ltd.,
- VII. M/s. Pratyush.
- VIII. M/s. Maa Tarini Security and Services.
- IX. M/s. QPlus Security Services Pvt. Ltd.,
- X. M/s. Q Security Services.
- XI. M/s. Worldstar Safety Management Pvt. Ltd.,
- XII. M/s. Aksha Development Research & Consulting Pvt. Ltd.,
- XIII. M/s. Alphonic India Pvt. Ltd.,
- XIV. M/s. Alpha Manpower Services Pvt. Ltd.,
- XV. M/s. GI Security Pvt. Ltd.,
- XVI. M/s. Maa Subarnamukhi Manpower Services.

2. Corrigendum cum Addendum / Clarifications regarding queries raised by the Firms/Agency during Pre-Bid Meeting held on 15.05.2026

<u>Sl. No.</u>	<u>Queries raised by the Firms / Agency</u>	<u>Answers / Clarifications made</u>
A	EMD exemption to MSME Bidders.	As per Eligibility Criteria Page No.2, Clause No.11 (a) and (b), EMD Exemption will be provided for Micro & Small Entrepreneurship bidders only. Medium Bidders cannot be exempted for EMD.
B	EMD hard copy submission	EMD hard copy in the form of DD / FDR or any other should reach to IIT Bhubaneswar before last date of Bid submission date. However, scanned copy should be uploaded in GeM portal while uploading their technical bids.

C	As tender is related to horticulture job horticulture company should be allowed to participate in the tender. The tender has allowed only the labour contractor company. There should be a provision for horticulture company to participate in the tender.	This GeM bid is pertaining to the supply of manpower for Horticulture job. However, the Institute already possesses in-house expertise and technical knowledge in the same field. At present, the Institute requires only manpower agency shall provide manpower with the required qualifications and experience as specified by the Institute.
D	Five percent security deposit should be of total project value of the annual budget of the project excluding GST. In the tender the two year budget has been taken which is not done for any Government of India tender.	<p>Since this is a service contract and not a works contract (like construction or infrastructure), the usual Security Deposit requirement does not apply.</p> <p>However, ordered firm must submit Performance Security @ 5% of the total contract value as per GFR 2017, Rule No.171.</p>
E	Wage enhancement should be accommodated through reimbursement like in any normal CPSU tender like Airport Authority of India. Otherwise this will pose a serious constraint for preparation of the tender paper. It is difficult to estimate the wage enhancement in advance over a two year time frame.	<p>At the time of floating a bid on GeM, the baseline wages are taken as those officially notified by the Central Labour Commission (CLC).</p> <p>If the CLC later revises wages upward, the additional cost is not automatically included in the bid. Instead, reimbursement is allowed after the official order is issued.</p> <p>Ordered firm must submit proper documentation (bills/invoices) to claim the difference between the original bid wages and the enhanced wages.</p>

All other Terms & Conditions of the GeM Bid document shall remain unaltered.

Sd/-
Assistant Registrar (S&P)