बिड संख्या/Bid Number: GEM/2025/B/6796998

दिनांक /Dated: 17-10-2025

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-11-2025 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-11-2025 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Labour And Employment
विभाग का नाम/Department Name	Employees State Insuarnce Corporation
संगठन का नाम/Organisation Name	Employees State Insurance Corporation
कार्यालय का नाम/Office Name	Esic Hospital Ezhukone Kollam
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Fixed Remuneration - As per ATC; Nursing Orderly; As per ATC
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	85 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
अनुमानित बिड मूल्य /Estimated Bid Value	10524301
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	210486

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई

केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance securityshould be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Medical Superintendent
ESIC Hospital Ezhukone Kollam, Employees State Insuarnce Corporation, Employees State Insurance Corporation, Ministry of Labour and Employment
(Dr.biju R)

बोली विभाजन लागू नहीं किया गया/Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
sheet attached	100	50	View File

Total Minimum Qualifying Marks for Technical Score: 50

QCBS Weightage(Technical:Financial):30:70

Designation of CA : Deputy Director (Genl.)

Office of CA : ESIC HQRS

CA approval document link : View file

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
24-10-2025 11:00:00	ESIC Hospital Ezhukone

Manpower Outsourcing Services - Fixed Remuneration - As Per ATC; Nursing Orderly; As Per ATC (31)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Function	As per ATC
List of Profiles	Nursing Orderly
Educational Qualification	As per ATC
Specialization	As per ATC
Post Graduation	Optional
Specialization for PG	As Per ATC
Experience	As per ATC
State	NA
District	NA
Zipcode	NA
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Kerala
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Title for Optional Allowance 1	0
Title for Optional Allowance 2	0
Title for Optional Allowance 3	0

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes

प्राचल/Parameter	मूल्य/Values
कोर / Core	3.85

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Padmakumar C	691505,ESIC Hospital, Ezhukone, Kollam, Kerala - 691505	31	• Basic monthly pay (INR) exclusive of GST : 23218 • Bonus (INR Monthly) : 0 • EDLI (INR Monthly) : 0 • EPF Admin Charges (INR Monthly) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • Optional Allowances 1 (INR Monthly) : 0 • Optional Allowances 2 (INR Monthly) : 0 • Optional Allowances 3 (INR Monthly) : 0 • Provident Fund (INR Monthly) : 0 • ESI (INR Monthly) : 0 • Tenure/ Duration of Employment (In Months) : 12

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   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. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

I. INSTRUCTIONS TO THE BIDDERS

1. In addition to the instructions of GeM portal, instructions and terms and conditi ons specific to this bid are also applicable. Tender must be submitted through G eM only. The bidders shall upload all the documents as per eligibility criteria for bidders. The bid received in physical mode shall not be considered at all.

2. Any corrigendum to this tender will be notified through the ESIC website and/or GeM portal only and no newspaper advertisement shall be given.

3. The Bidder is expected to examine all instructions, eligibility criteria, forms, Ge neral terms and conditions and Special Terms and Conditions in the tender doc ument. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.

4. The tender is a two-bid system and those who are qualified in the technical bid alone shall be eligible for the financial bid and the bidder qualified for the financ ial bid shall only be informed in the Gem Portal.

5. The bidders may seek or submit their queries regarding this bid on or before th e pre bid meeting which shall be held at ESIC Hospital, Ezhukone on 24-10-202 5 at 11 am and the same shall be clarified through the pre bid meeting minutes/ clarification. The queries received after the date of pre bid meeting shall not be responded and shall not be considered in the bid evaluation.

6. Any attempt to negotiate directly or indirectly on the part of the Bidder with th e authority competent to finally accept the Tender, or influence the acceptance of the tender by any means will result in his bid excluded from consideration.

7. Conditional tender, illegible and ambiguous tender, partially filled tender, inco mplete tender and tender without enclosing the documents mentioned in this te nder notification will summarily be rejected.

8. Canvassing in any form is strictly prohibited and the bidders who are found ca nvassing are liable to have their Tenders rejected out-rightly.

9. The bidder, at the bidder’s own responsibility and risk, may visit at their own c ost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.

10. It requires that ESIC Hospital, Ezhukone as well as bidder observe the highest s tandard of ethics during the procurement and execution of such contracts. In pu rsuance of this policy, ESIC Hospital, Ezhukone will reject a proposal for award, i f it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the ESIC contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing an ESIC contract.

11. The Medical Superintendent, ESIC Hospital, Ezhukone reserves the right to acc ept or reject any bid without assigning any reason at any time at any stage of c ontract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders or of the grounds for Hospital's action.

12. Clarification regarding this tender may be sought through e-mail at ms-ezhuko ne@esic.nic.in.

13. Corrigendum/Clarification issued by the Medical Superintendent, ESIC Hospital, Ezhukone after the Prebid meeting shall be applicable to all bidders and it has t o be complied by all bidders. If any bidder has submitted their bid before the iss ue of Prebid clarification/Corrigendum without complying the pre bid clarificatio n/corrigendum shall not be entertained and their bid shall not be considered for next stage of bid.

II. MINIMUM ELIGIBILITY CONDITIONS

1. The Bidder has to register with Registrar of Firms/ Certificate of Registration w ith Labour Department as an Establishment/ Kerala State Labour licence. A self-attested copy of this should be uploaded.

2. The bidders should not have been indicted for any criminal, fraudulent or corr uption activity and not have been blacklisted by any Central/ State Govt/ Semi-Govt./ PSU/ Autonomous Body.

   a. In this regard, an undertaking available in this tender document is to be sub mitted.

   b. Further an affidavit in this regard notarized after the date of this tender notice publication shall be furnished by the bidder.

   c. The bid received without this undertaking and signed affidavit shall not be co nsidered for financial bid.

3. The Bidder must have an average annual turnover of Rs. 85,00,000/- (Rupees Eighty-Five Lakh Only) during the last three financial years (2023-24, 2022-202 3, 2021-22). A Certificate in this regard, duly signed by the registered auditor should be uploaded.

4. The bidder should have undertaken any one of the following works, i.e., the bidder must have supplied Health care Human resource / Nursing / Paramedical manpower to any Central / State Govt. Hospitals in the last three financial years **(**2023-24, 2022-2023, 2021-22) to the value detailed below and the “Satisfactory work completion certificate with value of contract” issued by their client in support of their contention should be submitted mandatorily:

a. Executing Two to Three Contract of supplying Health care human resource manpower for the value of not less than Rs. 85 Lakh.
b. Executing Four to Five Contract of supplying Health care human resource manpower for the value of not less than Rs. 85 Lakh.
c. Executing more than Five Contract of supplying Health care human resource manpower for the value of not less than Rs. 85 Lakh.

5. Self-attested copies of the following documents must be uploaded for technical evaluation, failing which the bid shall not be considered for the financial bid evaluation :

a. Audited Balance Sheet, Audited Income and Expenditure statement, Audited Profit and Loss Account and Income Tax Return of last three financial years i.e., 2023-24, 2022-2023, 2021-22.
b. Copy of work orders/ experience certificate in support of sl.no.4 clearly depicting the value of contract related to Health care human resource manpower services in support of project experience should be uploaded.
c. Valid EPFO, ESIC Registration Certificates.
d. Valid GST/ PAN Registration Certificate and the proof of making GST and Income Tax payment for the last three financial years in respect of the bidding Firm.
e. The bidder should have a valid Central/ State Labour License for supply of healthcare manpower.

6. The bidder is informed to submit the documents in support of s.no 1 to s.no 5 only, uploading of irrelevant voluminous pages shall not be considered for evaluation of the bid. And the bid received without any of the above shall not be considered for the financial bid.

7. The Medical Superintendent reserves the right to modify or relax the eligibility criteria in case sufficient numbers of the Bidders are unable to fulfil the required criteria. No relaxation will be given as far as statutory requirements are concerned.

III. BID EVALUATION

1. The bids received and found deficient on account of registrations, documents or any required information are liable to be rejected summarily.

2. The Bids from Individual/ Firm/ Organization including its Partners/ Shareholders/ Directors who have been black listed/ prosecuted by any departments/

statutory bodies in any State or by any Court of Law, shall not be entertained.

3. The bid received without Bid security (EMD) shall be rejected at the bid opening stage.

4. The earnest Money Deposit (EMD) shall be refunded to the unsuccessful bidders after finalization of the Tender process.

5. EMD shall be refunded to the successful tender on receipt of Security deposit or shall be allowed to be adjusted towards security deposit.

6. No interest is payable on the EMD.

7. The bid security deposit may be forfeited:

(i) If a bidder withdraws his bid during the specified period of bid validity specified in the bid document.

(ii) In the case of successful bidder, if the bidder fails to:

- Accept the offer of contract.
- Furnish the Performance Security within the time specified in the document.

8. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and service providers for services are eligible for exemption for EMD. Traders are excluded from the purview of this policy. The EMD exemption exclusion shall be considered for the above category only. Others shall be considered as the bid received without EMD only.

9. The Integrity Pact available in the tender document should be duly signed and uploaded by the bidder.

10. The service provider should quote the service charges as a percentage of monthly wage bills inclusive of GST. As per DoE OM No.F/6/1/2023-PPD dt.06.01.2023, the minimum service charges a bidder can quote is fixed as 3.85% (3% profit plus transaction charges which are 0.85% at present) as proposed by GeM. If a bidder is found to have quoted less than the minimum service charges as mentioned, then their bid will be summarily rejected.

11. The service charges quoted by the bidder is for all kinds of claim by bidder viz., bidder’s profit and for other statutory liability including Gratuity/EL/NFH and any other sundry charges, if any.

12. The selection of the bidder shall be done on the basis of quality cum cost-based selection (QCBS) criteria (70:30 for technical and financial evaluation and the percentage for technical and financial evaluation may vary according to the calculation logic available in the GeM portal).

13. The technical evaluation of the bid shall be based on the following criteria

Sl. No	Particulars	Mark breakup		Allocation of Marks		
				Min	Max	Actual
1.	Average annual turnover of the previous three financial years	Minimum 85 Lakh	10	10	20	
		85 Lakh to 1.5 Cr.	15			
		Above 1.5 Cr.	20			
2.	Total experience of the firms	Less than 5 years	0	5	15	
		5 to 7 years	5			
		7 to 10 years	10			
		> 10 years	15			
3.	Number of years of experience in relevant area in Govt./Semi- Govt./Autonomous bodies/PSUs	Less than 2 years	0	15	25	
		2 to 5 years	15			
		5 to 10 years	20			
		> 10 years	25			
4	Present operational contracts in the relevant field	Less than 2 contracts	0	10	20	
		2 to 3 contracts	10			
		4 to 5 contracts	15			
		> 5 contracts	20			
5	Complaints addressing mechanism in human resource	Dedicated e mail address/webpage	4	5	10	
		physical feedback box at an office or in a public place	2			

		Exclusive telephone hotline number	2			
		Availability of Grievance handling officer and appellate authority	2			
6	Online presentation to be submitted with documents	Local presence Kerela	3	5	10	
		Not blacklisted/indicted	1			
		Audited balance sheet for last 3 years	1			
		Audited Profit and Loss account for last 3 years	1			
		PAN & IT return for last three financial year	1			
		ESIC & EPFO registration	1			
		GST registration	1			
		Central/State labour license for supply of security manpower	1			
	Total marks of evaluation	Maximum marks	100			
		Qualifying marks	50			

14. The bidder has to obtain with minimum of 50 marks for qualifying in the techn

ical bid. The bidder with less than 50 marks shall not be considered for the financial bid.

15. Further bidder should also score more than the minimum mark in the respective category to be eligible for financial bid evaluation.

16. Further the bidder should also satisfy the eligibility criteria of the technical parameters to be eligible for financial bid evaluation.

17. Based on the evaluation of the technical bid by the officers nominated by the Medical Superintendent with reference to the evaluation criteria mentioned above and on the basis of the technical score secured by the bidder in the evaluation, and after filing the technical score, the system will open financial bid of all qualified service providers and compute QCBS score.

The model is given below: QCBS calculation logic (eg. 70:30)

	Technical evaluation		Financial evaluation		Result	
Weightage	70%		30%			
	Marks	Score calculated	Marks	Score calculated		
Service provider 1	75	83	120	83	83	
Service provider 2	80	89	100	100	92.3	
Service provider 3	90	100	110	91	97.3	H1

Calculation formula = $B = (C_{low}/C) . X + (T/T_{high}. (1-X)$ Where

C – evaluated bid price

C_{low}– The lowest of all evaluated bid price among responsive bids T = the total technical score awarded to the bid

T_{high} = the technical score achieved by the bid that was scored best among all responsive bids

X = weightage for the process as specified in bids

Total score will be calculated by GeM based on the Technical and Financial mark s awa rded by the committee members and the applicable QCBS weightage.

Service provide 1 = 83*0.7 + 83*0.3 = 83

Service provider 2 = 89*0.7 + 100*0.3 = 92.3

Service provider 3 = 100*0.7 + 91*0.3 = 97.3

Contract will be awarded to Service provider 3 as it has obtained the highest fin al score in the above model.

The decision of Medical Superintendent, ESIC Hospital, Ezhukone in this regard i s final.

18. In case of tie, then the successful bidder shall be finalised based on the two-o ptions as detailed below:

a. Placement of contract based on the Algorithm runs by GeM system (or)

b. Placement of contract on anyone of the H -1bidders based on any criteria as de emed fit by the Buyer with appropriate internal approvals.

i. Not blocklisted in GeM in earlier times
ii. Not blocklisted in earlier by any offices
iii. No criminal case or the FIR for the criminal action pending against the bid der/bidding firm
iv. Having registered Office/ Branch Office in Kerala & registered with Kerala State Labour department.
v. Non submission of the Integrity pact as provided in this bid
vi. Any pending cases with the statutory authorities like EPFO, ESI and other Labour departments for nonpayment of statutory dues.
vii. Performance star rating in the GeM portal
viii. Payment of statutory like EPF, ESI and other dues intime.

c. Even after assessing the bidder based on the above criteria, the position of tie continues, the Placement of contract on anyone of the H -1bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals. The dec ision of Medical Superintendent, ESIC Hospital, Ezhukone in this regard is final.

19. The Medical Superintendent, ESIC Hospital, Ezhukone reserves the right to acc ept or reject any bid including the lowest and to annul the bidding process and r eject all bi ds, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affe cted bidder or bidders on the grounds for the said action

IV. PERFORMANCE SECURITY DEPOSIT

1. The successful bidder shall furnish, a Performance security deposit equivalent to 5% of the value of the contract in the form of Banker’s cheque or Demand Dr aft from any scheduled Bank in favour of “ESIC Fund A/C No.1 Central” payable

at Ezhukone before the execution of contract.

2. No interest will be accrued and paid on the security deposit. This amount will be refunded after satisfactory fulfilment of the contract and all accounts thereafter shall be settled after six months from the date of last bill raised subject to adjustment of any claim of Hospital, arising out of terms & conditions pertaining to the tender.

3. Performance Security Deposit shall be forfeited in the event of violation of any of the mentioned terms and conditions of the contract.

V. SCOPE OF THE BID

1. The bidder has to provide the following categories of manpower in the numbers mentioned against each at this hospital during the contract period on contract basis

2. The details of the manpower required at present is as below:

SN	Post	Manpower Required	Consolidated Remuneration per head per month (Rs.)	Qualifications of the manpower to be deployed
01	Supporting Staff (Nursing Orderly)	31	**23218.00***	1. Matriculation or equivalent from recognized board 2. Elementary knowledge of First Aid 3. One-year experience in handling and dressing wounds in Govt approved/ registered nursing home/hospital

(*May change as per the instructions of the HQ during the period of the contract and the service provider has to pay as per the directions from this office)

1. The number of actual requirements of manpower in each category may change, either decrease or increase, at any point of time during the contract and the service provider shall have to deploy the manpower as per the revised requirement and the service provider has to implement the same as per the revised requirement given by the Medical Superintendent, ESIC Hospital, Ezhukone, Kollam t

hen and there. The decision of the Medical Superintendent in this regard is final .

2. The service provider may also be in a position to deploy manpower from additi onal category of post/s also on contract basis as per the requirement of the hos pital at any point of time during the contract period. The decision of the Medica l Superintendent, ESIC Hospital, Ezhukone, Kollam in this regard is final.

3. The service provider has to deploy the manpower as per the reservation policy of Government of India only and the details of the reservations to be followed sh all be provided by the Medical Superintendent, ESIC Hospital, Ezhukone, Kollam before deploying the manpower.

VI. TERMS AND CONDITIONS OF CONTRACT

1. COMMENCEMENT OF CONTRACT

1.1 The successful bidder shall be notified and the ESIC Hospital will send the succ essful bidder the work order on the official e-mail address of the bidder/Gem.

1.2 The successful bidder shall acknowledge the same and will revert with the lett er of acceptance of the work order immediately.

1.3 The successful bidder will have to enter into an agreement with the Medical S uperintendent, ESIC Hospital, Ezhukone, Kollam on a Non judicial stamp paper o f Rs.100/- (Stamp duty to be borne by the bidder) for the supply of suitable man power as per the requirement on these terms and conditions before commencin g the Contract. The GeM contract and the contents of this tender notification fro m S. No. V (Scope of the bid) & VI (Terms and conditions of contract) shall beco me part and parcel of the agreement. The agreement will be valid during the c ontract period commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing. The p eriod of contract shall be as per the period mentioned in the agreement.

1.4 The successful bidder shall furnish the Performance Security deposit as detailed in the terms and conditions of this Tender notification.

1.5 The successful bidder shall prepare and produce a list of the manpower to be deployed with their details of Designation, Complete Qualification, total experie nce, ESI (if applicable), EPF (if applicable), Bank Account number, Aadhar no., St atus of Police Verification before the execution of contract.

1.6 The contract is likely to commence subject to fulfilment of condition at Sl.No.1 .2 to 1.4, successful bidder should also execute the contract agreement on non-judicial stamp paper of Kerala of requisite Denomination along with performanc e security deposit before the commencement of the contract. Non fulfilment of t he condition of executing a contract by the contractor would constitute sufficien t ground for annulment of the award and forfeiture of Earnest Money/blacklisting the bidder as per EMD declaration.

1.7 The successful bidder has to submit the antecedents of the manpower to be engaged, 3 passport size photographs, details of qualification along with proof, experience certificate, Aadhar Card, etc., before commencement of the contract. The agency shall be fully responsible for ensuring correctness of the documents submitted by the persons for engagement against various posts.

1.8 The successful bidder shall submit undertakings obtained from each person to be deployed that the employment is temporary in nature and on contract basis only before commencement of the contract.

1.9 The successful bidder shall produce the certificate of License under Contract Labour Regulation and Abolition Act, 1970, within a period of one month from the date of commencement of the contract.

2. DURATION AND CESSATION OF CONTRACT

2.1 The contract/agreement is for one year initially and is extendable for a further period of One year on mutual consent with the same rate and terms & conditions subject to satisfactory performance of the agency and such amendments as mutually agreed to by both the parties. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contractor and the ESIC.

2.2 Prices quoted shall be fixed during the period of the contract including any extended period and not subject to verification on any account except in cases of statutory payments (GST etc. which will be considered by the competent authority to the extent of actual, on submission of ESIC Hospital, Ezhukone specific claim with documentary proof accompanied by the relevant Govt. Notification/Orders).

2.3 The Amount to be deducted towards the advance income tax shall be at the rate applicable and it has to be paid into the concern authority in time and proof in this regard has to be submitted with the monthly bill.

2.4 In the event of any increase-decrease in the requirement of man-power, the Medical Superintendent, ESIC Hospital, Ezhukone may direct the Service provider accordingly and the successful bidder is bound to provide man power as per the changed requirement and he shall be paid proportionately for the changed requirement.

2.5 The successful bidder will be bound by the details furnished by him/her to this Hospital, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.

2.6 The successful Bidder shall not sublet the contract to any other agency/firm. A

ll the manpower deployed should be under the name of successful Bidder only. The successful bidder should not assign or sub contract or sublet any part of the work order to any third party under any circumstances.

2.7 In case of breach of any term and condition of the contract, the Medical Superi ntendent, ESIC Hospital, Ezhukone reserves the right to forfeit the Performance Security Deposit apart from annulment of the contract, in whole or in part, at an y time by giving one-month notice.

2.8 The Medical Superintendent, ESIC Hospital, Ezhukone reserves the right to forf eit the Performance Security Deposit apart from annulment of the contract, in w hole or in part, at any time by giving one-month notice, before the expiry of one year. However, the Service Provider needs to give 3 months' notice in case of pr emature termination of contract to let the hospital arrange for replacement of t he contractual staff. During the notice period, both the parties will maintain the status quo.

3. STATUTORY COMPLIANCE

3.1 The successful bidder /contractor shall be responsible for compliance of all ap plicable statutory Law/provisions, Employees Provident Fund Act, Employees St ate Insurance Act, Payment of wages Act, Contract Labour Act, GST, etc., in res pect of the persons deployed by him in this Hospital. GST will be considered by t he competent authority to the extent of actual, on submission of ESIC Hospital, Ezhukone specific claim with documentary proof accompanied by the relevant Govt. Notification/Orders.

3.2 The successful bidder shall make compliance to the provisions of all Labour La ws applicable. The service Provider/Contractor at all times must indemnify ESIC against all claims, damages or compensation under all statutory laws and rules prevailing time to time which, inter-alia, include the provisions of Contract labou r (Regulation and Abolition) Act, 1970 Payment of Wages Act, 1936; Minimum W ages Act, 1948; Employer's Liability Act, 1938; The Workmen Compensation Act , 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Employees' S tate Insurance Act, 1948; Employees Provident Fund and Miscellaneous Provisio ns Act, 1952, Income Tax Act, GST, Bonus Act or any other law relating thereto and rules made here under from time to time. And it is the responsibility of the s ervice provider for filing returns before the relevant statutory authorities and th e ESIC Hospital, Ezhukone will not own any responsibility in this regard.

3.3 The successful bidder /contractor shall also be liable for all taxes, levies, cess etc. on account of service rendered by them to the hospital to concerned tax col lection authorities from time to time as per extant rules and regulations on the matter.

3.4 The successful bidder/contractor shall not assign, transfer, pledge or subcontr act the performance or services without the prior written consent of the ESIC Ho spital, Ezhukone, Kollam.

3.5 The successful bidder/contractor shall furnish copies of periodical returns as a nd when they are submitted or due to the various Government Departments.

3.6 The successful bidder/contractor shall be responsible for the registration under the contract labour (Regulation and Abolition) Act, 1970 in respect of Employees/workers engaged by them.

3.7 Reservation as per Government of India Rules shall be applicable to the personnel engaged through the successful bidder. Accordingly, the service Provider shall submit documents in proof of community status/medical condition of the personnel as per Government of India Rules.

3.8 The service provider has to submit the details of eligible manpower as per the statutory provisions under EPF, ESI, Bonus and other Acts among the manpower to be deployed to this office before commencement of contract in writing. If the service provider is not submitting the details of the same, their claim for reimbursement shall not be entertained and accepted by this hospital. In case a member to be deployed is not mandatorily eligible for becoming a member under any statute like EPF Act, ESI Act, The Payment of Bonus Act 1965, etc., they shall not be considered as the member of that Act and no reimbursement of amount under that Act shall be entertained by this hospital for those manpower. Further no consent for voluntary contribution of EPF over and above the statutory limit under the EPF rules for any deployed manpower shall be accepted by this hospital.

3.9 In case, the successful bidder/contractor fails to comply with any statutory/ taxation liability, like EPF, ESI, Bonus and others, under appropriate law and as a result thereof the hospital is put to any loss/obligation, monetary or otherwise, the hospital will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the successful bidder/contractor, to the extent of the loss or obligation in monetary terms.

3.10 The statutory EPF and ESI contributions and Bonus in respect of eligible manpower on the part of employer in respect of this contract shall have to be paid by the contractor initially and these contributions on the part of the employer paid by the contractor shall be reimbursed to the contractor on actual basis. No reimbursement of employer share of EPF& ESI contribution and Bonus shall be considered for the non eligible manpower as per the respective statutes. No Consent shall be given for voluntary contribution under the EPF provision and only the eligible manpower for becoming the member under EPF provision shall alone be considered for reimbursement of employer share of EPF. The bonus shall only be reimbursable for the eligible manpower as per the statute as per the limit prescribed in the Bonus Act 1965.

3.11 The contractor should generate separate location specific Sub Code number in respect of the ESI for the workers deployed at this hospital and the user id and password for this location should be shared with the officer nominated by the Medical Superintendent, ESIC Hospital, Ezhukone, Kollam in this regard before submitting the monthly bills.

3.12 Copy of this location specific EPF challan should be submitted within the time limit specified.

3.13 The contractor has to link Aadhar/PAN, Bank account in respect of all the employees with the Universal Account Number issued by the EPFO.

3.14 The statutory Bonus to all eligible manpower in accordance with the Bonus Act has to be paid by the service provider in time, failing which action shall be initiated against the contractor besides terminating the contract.

3.15 The GST or any other statutory contribution/duty/tax payable in accordance with any statutory provisions has to be complied by the successful bidder, failing which action shall be initiated against the contractor besides terminating the contract as per the provisions of this bid.

3.16 The successful bidder / contractor shall ensure the payment of wages as per the Tender instructions. If it is established that service Provider/contractor is exploiting its employees by disbursing the wages less than the prescribed in the bid, the contract shall be terminated apart from legal action as deemed fit.

4. INSTRUCTIONS REGARDING THE PERSONNEL DEPLOYED

4.1 The successful bidder shall provide suitable and eligible candidates strictly as per the eligibility criteria and guidelines of ESIC by following a transparent selection procedure such as online method, proper publicity through their website/newspaper etc., without mentioning the name of the hospital or any official /officer of ESIC Hospital and any violation found, the contract shall be cancelled at any stage. Undertaking that he/she has not secured the employment through corrupt practices should be obtained from all the manpower and submitted to the ESIC Hospital, Ezhukone before deploying them.

4.2 The eligibility for all the contractual engagement shall be on the basis of the latest ESIC Recruitment Regulations of the concerned posts with regard to fulfilling of eligibility criteria, qualification and experience and wherever ESIC Regulations are not available the Central/State Government Recruitment Regulations shall be adopted. In case of any discrepancy/higher qualification required for any posts, for present/ future requirement, the decision of the Medical Superintendent, ESIC Hospital, Ezhukone will be final.

4.3 Reservation as per government of India Rules shall be applicable to the personnel engaged through manpower agency. Accordingly, the bidder shall submit documents in proof of community status/medical condition of the personnel as per the Government of India Rules.

4.4 For those nursing and paramedical services, as defined by the competent authority at the time of execution of contract, are required to be in position on 24 x 7. The contractor should be able to manage the maintenance service without any interruption.

4.5 The deployed manpower shall be given one week off after six days of continuous work. In addition, the National Holiday shall also be allowed if it falls on a working day.

4.6 The nature of work and responsibilities of contractual manpower as furnished by the competent authority, as per the existing instructions the subject, shall ha ve to be complied.

4.7 The category of the manpower and the number required mentioned above is approximate and can be increased/ decreased at the discretion of competent au thority at the time of award of contract or at any stage during the contract perio d. The decision of Medical Superintendent, Ezhukone in this regard shall be final . In such cases, the man power agency is bound to reduce/retrench the existing manpower or provide additional manpower.

4.8 The contractor shall furnish list of manpower shortlisted for deployment at ESI C Hospital, Ezhukone containing full details i.e., Name with proof of identity with recent photograph, date of birth community, medical fitness, marital status, add resses, educational & professional qualifications, experience etc., before the co mmencement of contract.

4.9 The Contractor should ensure to maintain adequate number of manpower and also arrange a pool of standby staff. In case any staff found absent from the dut y, the reliever of equal status shall be provided by the Contractor from an existi ng pool of staff.

4.10 The Contractor should not deploy any of the manpower with less than 18 year s of age and not more than 60 years of age at any time during the contract. Fur ther the deployed personnel shall not interfere with the duties of the employees of this hospital.

4.11 The Service provider may have to deploy only female manpower in the design ated areas /wards as per the instructions of the competent authority.

4.12 The service provider shall ensure to get the Police verification of the Character & Antecedents for all the manpower deployed by them and the contractor shoul d ensure that the man power deployed should bear good moral character. The c ontractor shall engage only such workers whose antecedents have been thorou ghly verified, including character and police verification and other formalities.

4.13 The character and antecedents of each personnel deployed shall be verified b y the service provider at his own responsibility before their deployment through the local police and should not have any adverse Police records/criminal cases a gainst them.

4.14 The service provider will also ensure that the personnel deployed are medicall y fit.

4.15 The service provider shall withdraw and change such manpower immediately who were found not suitable for any reasons on receipt of such a request from E SIC Hospital, Ezhukone, Kollam.

4.16 The deployed personnel may have to perform rotational duties in shifts for rou nd the clock duty on all days including Sundays and Holidays asper direction of the competent authority of the Hospital. The timing of single shift duties will be specified by the Hospital Authority. However, in exigencies of work, they may b

e required to work late and the personnel may be called on closed holidays.

4.17 The service provider shall provide the required number of personnel for a shor ter period also, in case of any exigencies as per the requirement of this Hospital . The service provider shall provide an appropriate substitute well in advance, if there is any probability of the persons leaving the job due to his/her own person al reason. The payment in respect of the overlapping period of the substitute sh all be the responsibility of the service provider.

4.18 The service provider shall nominate coordinator out of the deployed personal f or monitoring outsourced staff provided by them round the clock with no additio nal cost. The coordinator would be responsible for immediate interaction with th e Hospital authorities so that optimal services of the persons deployed by the s ervice provider could be availed without any disruption.

4.19 All the grievances and payment related issues of the deployed manpower shall be addressed by the service provider through its coordinator only. No grievance shall be addressed to any of the Officer of the ESIC Hospital. If the grievance of deployed personnel needs intervention of the hospital authority, it shall not be e ntertained except when forwarded by the service provider with its comment.

4.20 There shall be a contract for service instead of contract of service for all practi cal purposes. The contractor shall make this clear to staff to be deployed and g et an undertaking on prescribed Proforma that he/she shall not have any claim f or permanent service in the ESIC/ESI Hospital/Offices as a consequence of his e ngagement as outsourced Staff as a stop-gap temporary arrangement and no r epresentation on this behalf shall be entertained by the Hospital Authority in an y case.

4.21 The service provider should ensure that persons to be deployed are not alcoh olic, drug addict and not indulge in any activity prejudicial to the interest of the Hospital and Corporation. The Contractor shall be fully responsible for the condu ct of his staff. Such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to ESIC.

4.22 The persons deployed by the Contractor should be properly trained, have requ isite experience and skills for carrying out the work assigned to him/her. The ho spital shall have the right to ask for the removal/replacement of any manpower of the agency, so deployed, who is not considered to be orderly in discharge of his/her duties. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.

4.23 The deployed personnel shall wear proper uniform and protective covers as pr escribed by ESIC Hospital, Ezhukone with their identity properly displayed which shall be provided by Agency at its own cost. Washing & maintenance of these u niforms and protective covers will not be provided by the ESIC Hospital, Ezhuko ne, Kollam

4.24 The Contractor must provide standard uniforms and Identity card to its person nel which should be different from those used by the regular staff members. Th e staff shall be in proper uniform with their identity properly displayed. Samples of liveries and Identity Card will have to be submitted by the Contractor for appr

oval of ESIC.

4.25 Any personnel engaged by the Service provider is found indulging in illegal activities, is liable to be handed over to the police and/or any punitive action deemed fit will be taken against the contractor.

4.26 The contractor will not allow or permit the manpower engaged to participate in any trade union activities or agitation or any association activities in the premises of the hospital. In case of any legal implications arising due to contract, the contractor will be solely responsible and shall bear all the expenses to settle up the dispute.

4.27 The workers of the contractor are prohibited from going on strike due to whatsoever reason and stopping of work and going on strike will attract penalty. The decision of the Medical Superintendent regarding the penalty will be final.

4.28 The contractor will be responsible for such conduct of the persons engaged, which will be conducive for maintaining the harmonious atmosphere and will be responsible for any undesired acts and omissions of such persons. If any person is found to be improper in his/her duties in the opinion of the authority, he/she is liable to be removed and replaced by a suitable person immediately by the contractor.

4.29 The service provider’s personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote good will and enhance the image of this hospital. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.

4.30 Training on behaviour aspects and ethics must be done regularly. ESIC’s way of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.

4.31 The Hospital shall have the right to remove any person in case the personnel is not performing the job satisfactorily. The contractor shall have to arrange suitable replacement in all such cases.

4.32 The contractor or its representatives shall meet ESIC representatives regularly to take feedback regarding the Manpower services. The Contractor may also maintain a suggestion book for comments on the services rendered by it.

4.33 The duties and responsibilities of the manpower deployed by the Service provider shall be as per the instructions issued by the competent authority of ESIC Hospital, Ezhukone.

4.34 The service provider shall engage necessary manpower as required by this Hospital from time to time. The said manpower engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary/wages in time i.e. before 7th day of every month. There is no master & servant relationship between the deployed manpower of the service provider and ESIC and further the engaged manpower of the service provider shall not claim any absorption.

4.35 For all intents and purposes, the Contractor shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this Hospital. The manpower deployed by the contractor in this hospital shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against ESIC.

4.36 ESIC Hospital, Ezhukone shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.

4.37 The service provider on its part and through its own resources shall ensure that the goods, materials and equipment etc., are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc., If ESIC Hospital, Ezhukone suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the service provider, then the service provider shall be liable to reimburse the pecuniary value of the loss, as decided by this to this Hospital for the same. The service provider shall keep this Hospital fully indemnified against any such loss or damage.

4.38 The successful bidder/contractor shall not levy/collect/deduct any amount/sum from the personnel deployed by them for any reasons thereof, including for selection, service charge, provision of uniform, etc., and any violation of this provision shall invite penal provisions including terminating the contract at any stage of the contract.

4.39 On the expiry of the agreement as mentioned above, the agency will have to withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute of account of termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

5. WORKMEN SAFETY

5.1 The contractor shall deploy only such adult workers who are physically and mentally fit and a general medical certificate to that effect should been closed with the bio-data of the workers at the time of commencement of contract and deployment of the persons.

5.2 The service provider shall ensure the Health and Safety measures of the employees and it shall alone be fully responsible for wellbeing, safety, security and insurance of their personnel.

5.3 The ESIC Hospital, Ezhukone shall not be liable for any damage and/or compensation payable to any worker of contractor or to the contractor in case of any fatal injury/death caused to or by any man power while performing/discharging their duties or otherwise. The contractor shall indemnify ESIC for all such damages, compensation and expenses whatsoever in respect thereof or in relation there to.

6. FINANCIAL

6.1 The service charges quoted by the bidder must contain factors towards all kinds of claim by bidder viz., Contractor's profit, statutory liability like Gratuity/EL/NFH and any other sundry charges, if any.

6.2 No claim towards reimbursement of any statutory payment such as bonus/Gratuity/EL/NFH, etc., shall be entertained by this hospital.

6.3 The details of membership of manpower under EPF, ESI, Bonus and other statute shall be examined as per the statutory provisions and the employer's share of ESI, EPF contribution shall be reimbursed on actual basis along with the applicable GST, if any, for the admissible manpower only based on submission of documents in support of the payment of contribution made by the service provider.

6.4 Further no separate amount/service charge towards discharging the statutory liability like ESI, EPF, etc., on behalf this hospital shall be entertained by ESIC Hospital, Ezhukone, Kollam.

6.5 Wages to be paid by the successful bidder to each category of worker is detailed in the details of manpower required part of this tender as consolidated fixed salary (CFS).

6.6 The successful bidder can claim fixed CFS only for the personnel who have attended their duties on all working days in a month. For others consolidated fixed salary can be claimed proportionately.

6.7 No wage /remuneration will be paid to any manpower for the days of absence from duty. The holidays in between any period of absences shall be treated as absence only.

6.8 It is the primary responsibilities of the contractor /service provider to disburse the wages as per agreement and deposit of ESI, PF Statutory obligations/taxes with respective authorities within due period.

6.9 The Medical Superintendent, ESIC Hospital, Ezhukone reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

7. PAYMENT PROCEDURE

7.1 The consolidated amount to the personnel deployed shall be decided based on the attendance register. The deployed personnel shall be registered under AEBAS (Aadhar Enabled Biometric Attendance System) installed at this hospital premises.

7.2 The contractor shall disburse the monthly payments directly into bank account of its employees by 7^{th} of next month and this payment should not be linked to the payment of the bills by ESIC. Any non payment of wages to the manpower deployed within the time prescribed shall invite penal action against the contractor.

7.3 The contractor shall have to submit the monthly bill in duplicate complete in a ll respects endeavour shall be made to make the payment to the agency within fifteen days from the date of submission of the bill completed in all aspect.

7.4 The monthly bill for the respective monthly wages along with the service char ges quoted by the contractor and the applicable GST shall be paid to the contra ctor based on the following documents:

a. Details of payment of wages credited to their Bank Account of workers along w ith details of deduction and payment in respect of ESI/EPF along with attendanc e verified by authorized person of the Hospital.
b. Details of ESIC Hospital, Ezhukone location specific GST payments of the last m onth/cycle along with Challan.
c. Separate EPF Electronic Challan cum Return (ECR) and separate e-challan in r espect of the manpower deployed in this office
d. Payment on GST, payable by the service provider shall be reimbursable, on su bmission of proof location specific payment of GST of the last month / cycle alon g with challan.
e. Details of IT paid details in respect of manpower deployed.
f. A certificate that contractor is complying with all the applicable Statutory Labo ur Laws.

7.5 Computerized printout of Biometric Attendance Sheet duly verified by authoriz ed person of ESIC in respect of the persons deployed for the billing month, alon g with salary sheet for the billing month. The contractor is also required to issue pay slips to all employees every month. All the payment to the workers to be made by the contractor through bank transactions only. Cash payment shall be treated at par with non-payment of wages.

7.6 Any complaint regarding collection of money from deployed manpower either before commencement of contract or during the currency period of the contract shall be enquired and if found true. the contract shall be terminated besides forf eiting the security deposit and black listing the firm.

7.7 The employer share of EPF & ESI contribution paid by the contractor shall only be reimbursed on actual basis along with the applicable GST, if any, on submissi on of documents in support of proof of payment of the contribution. No service charge on the EPF & ESI reimbursement amount shall be paid.

7.8 The contractor shall maintain such other records as per scope of work or pres cribed by ESIC from time to time.

8. LIQUIDATED DAMAGES OR PENALTY FOR LACK OF PERFORMANCE

8.1 Intentional and consistent delay in payment of salary/wages shall not be toler ated by ESIC and a penalty of Rs.2,500/- may be levied per day for delay in pay ment of salary wages to engaged employees at the discretion of the competent authority. Said penalty, if imposed, shall be deducted from the total bill (perfor mance guarantee).

8.2 The contractor shall ensure the payment of Wages as per the amount mention

ed in the bid. If it is established that contractor is exploiting its employees by di sbursing the wages less than the prescribed, the contract shall be terminated a part from legal action as deemed fit shall be initiated against the contractor.

8.3 The contractor shall ensure the payment of statutory dues like payment of ESI , EPF contribution with the respective authorities and to comply the statute like payment of bonus to the workers. If it is established that contractor is not maki ng the payment to ESI, EPF contribution to the concerned authorities and the no n payment of bonus to the eligible workers shall leads to penal action against th e contractor besides action shall be initiated to terminate the contract.

8.4 The EPF & ESI number on the ID card of the manpower deployed should be fur nished and all the manpower deployed have to wear it while on duty.

8.5 If it is found that in spite of imposition of penalty, agency is continuing the con travention of Payment of Wages Act, 1936 and Contract Labour (Regulation and Prohibition) Act, 1971 deliberately, Contract shall be terminated besides perfor mance security deposit amount shall be forfeited.

8.6 If the attendance falls short of contracted minimum number of persons, a pen alty of Rs.1000/- per person per day shall be deducted from the monthly bills su bmitted by the agency. The amount so deducted shall be final and no claim wha tsoever will be entertained in order to ensure that there is no compromise in th e delivery of essential medical services to the ESIC beneficiaries.

8.7 If any deployed person is not found in proper uniform and or not displaying ph oto identity card, a penalty of Rs. 1000/- instance shall be deducted from contra ctor’s bill.

8.8 If any deployed person is found indulging in smoking/drinking at the time of d uty, a penalty of Rs. 1000/- per instance shall be deducted from contractor’s bill part from administrative action as deemed fit by authorities.

8.9 If any deployed person is found sleeping during duty hours, a penalty of Rs. 1 000/- per instance shall be deducted from contractor’s bill.

8.10 If any deployed person is found absent from the place of duty, a penalty of Rs. 1000/- per instance may be deducted from contractor’s bill apart from terminati on of staff.

8.11 If the behaviour of any deployed person is found harsh/rude and non- cooperat ive towards patients/attendants/staff, a penalty of Rs. 1000/- per instance shall be deducted from contractor’s bill.

8.12 If any deployed person is found performing the duty by concealing any fact, a penalty of Rs. 1000/- per instance shall be deducted from contractor’s bill apart of removal of staff and legal action deemed fit against the contractor and its em ployee.

8.13 No wage/remuneration shall be paid to any personal for the days of absence fr om duty.

8.14 Employment of child labour will lead to termination of the contract.

8.15 If agency fails to make payments to its workers through Bank, contract is liable to be terminated.

8.16 The competent authority may decrease, waive off or enhance the penalty prescribed in this Clause depending on the past performance of the contractor and the decision of competent authority shall be final with regard to imposition of penalty.

9. DISPUTE SETTLEMENT

9.1 All disputes or difference whatsoever arising between the parties out of or relating to means, operation of this contract or the breach thereof shall be settled by Arbitration in terms of “The arbitration and conciliation Act, 1996” with all statutory modifications and award made in pursuance thereof shall be binding on the parties.

9.2 In case of any dispute and differences of opinion arising out of this contract, both parties shall try to resolve the same amicably by mutual consultation duly recorded.

9.3 All the disputes will be subject to the jurisdiction of Court situated at Kollam only.

10. RISK CLAUSE

10.1 Contractor and its staff shall take proper and reasonable precautions to prevent from loss, destructions, waste or misuse the areas of responsibility given to them by the ESIC Hospital, Ezhukone and shall not knowingly lend to any person or company any of the effects or assets of the ESIC under its control.

10.2 In the event of loss/ damage of equipment’s etc. at the premises of ESIC due to negligence/ carelessness of Contractor staff, the Contractor shall compensate the loss to ESIC apart from removal of the responsible person.

10.3 The Contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the ESIC’s premises and shall indemnify ESIC for any loss or damage caused by any act of the Contractor or its employees of staff etc.

10.4 The contractor shall not sublet or subcontract this service/work to any other party in any circumstances, before or after the execution of contract. In such case, the contract will be terminated and performance security will be forfeited.

11. FORCE MAJEURE CLAUSE

11.1 The Service provider shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it’s d

elay in performance or other failure to perform its obligations under the contrac t is the result of an even of Force Majeure.

11.2 For purpose of this clause, “Force Majeure” means an event beyond the contr ol the Service provider and not involving the Service provider’s fault or negligen ce and not foreseeable. Such events may include, but are not restricted to war, or revolutions, fires, floods, epidemics, quarantine restrictions and freight emba rgoes.

11.3 If a Force Majeure situation arises, the Service provider shall promptly notify t he Medical Superintendent, ESIC Hospital, Ezhukone in writing of such condition s and the cause thereof. Unless otherwise directed by the purchaser in writing, t he Service provider shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means f or performance not prevented by the Force Majeure event.

UNDERTAKING/ DECLARATION

GEM TENDER NO._____

Dear Sir,

1. I / We here by declare that the service charges quoted by our Firm in this bid is inclusive of bidder’s profit and the other factors towards all kinds of claim viz., statutory liability like bonus/Gratuity/EL/NFH and any other sundry charges, if any and I/We understood that in case of non-compliance of any of the statutor y provisions penal actions besides terminating the contract shall be initiated ag ainst our Firm.
2. I/We hereby declare that I/we have perused and understood the tender docum ent and accept all the terms & conditions, stipulated by the ESIC in connection with the tender for Providing Nursing and Paramedical Staffs for ESIC Hospital, E zhukone for a period of one year.
3. I/We confirm the documents submitted by the firm are legible and the onus of non-readable document shall be with the firm/company.
4. It is certified that the agency has never been black listed by any organization f rom Govt. /PSU etc.
5. That I/We authorize Medical Superintendent to forfeit the security money depo sited by me/us if any delay or failure to supply the article/completion of the wor k to the satisfaction of the hospital authority, within the stipulated time or the it ems of desired quality.
6. That I will be in the position to provide contract as per the work explained to m e to the satisfaction of the Hospital authority.
7. That there is no vigilance/CBI case or court case pending against me/my firm d ebarring me/my firm to undertake contract work/supply of items quoted.
8. That I hereby undertake to carry out the work as has been explained to me to t he satisfaction of competent authority with in stipulated period.
9. I have been informed that The Medical Superintendent, ESIC Hospital, Ezhukon e has right to accept or reject any or all the tenders without assigning any reaso n thereof.

10. I am ready to sign the agreement with the ESIC, in case of my selection as succ essful Bidder.
11. I truly declare & confirm that my relatives are not working in ESIC.
12. I/We declare that the information given in the Tender document is true and in case any thing found false, then the Proprietor/Partner/Director will be responsible for the same and we understood that in that case our bid shall be r ejected and contract shall be terminated besides blacklisting our firm.

Date: Signature of Owner/Managing Partner /Dire ctor:

Place: Name (in full who is signing):

Seal:

N.B.:- The above undertaking/declaration, duly filled and signed by the authoriz ed signatory of the company, should be uploaded along with bid documents, fail ing which the bid shall be disqualified in the technical bid stage itself.

INTEGRITY PACT

(TO BE TYPED ON BIDDER'S LETTER HEAD)

To

The Medical Superintendent

ESIC Hospital,

Ezhukone.

GEM TENDER NO._____

Sir,

1. I / We acknowledge that ESIC is committed to follow the principles thereof as e numerated in the Integrity Agreement enclosed with the tender/bid document.

2. I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is a n integral part of tender documents, failing which I/We will stand disqualified fro m the tendering process. I / We acknowledge that THE MAKING OF THE BIDSHA LL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this c ondition of the NIT.
3. I / We confirm acceptance and compliance with the Integrity Agreement in lett er and spirit and further agree that execution of the said Integrity Agreement sh all be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted by ESIC. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with 'A rticle' of the enclosed Integrity Agreement.
4. I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, ESIC shall have unqualifi ed, absolute and unfettered right to disqualify the tenderer/bidder and reject th e tender/bid in accordance with terms and conditions of the tender/bid.

(Sig nature of Bidder)

Name and A ddress of the Bidder

ARTICLE - INTEGRITY PACT DOCUMENT

(To be executed on plain paper and signed by the bidder as 2nd party before up loading as bid document. ESIC as 1stparty will sign this Integrity Pact later stag e after opening of bids)

PRE-CONTRACT INTEGRITY PACT

1. General

1.1 This pre bid-contract Agreement (herein after called the Integrity Pact) is mad e on _____the day of the month of _____ year_____Between on one hand of Employees State Insurance Corporation (ESIC) under the administrative control of Ministry of Labour and Employment, Government India acting through (herein after called the "BUYER" which expression sha mean and include, unless the co ntext otherwise requires his successors in office and assigns) of the First Party a nd M/s _____represented by, _____ Chief Executive Off icer (herein after called the "BIDDER/SELLER" which expression shall mean and

include, unless the context otherwise requires h successors in office and assigns)of the Second Party. WHEREAS the BUYER proposes to procure services (Name of Items to be procured) and the Bidder/Seller is willing to offer/has offer ed the stores/services.

1.2 Whereas the Bidder is a private company/ public company/ partnership/ propri etorship constituted in accordance with the relevant law in the matte and the B uyer is a performing its functions on behalf of _____of India.

2. Objectives

Now, therefore, the Buyer and the Bidder agree to enter into this pre- contract a greement, herein after referred to as Integrity Pact, to avoid all forms of corrupt ion by following a system that is fair, transparent and free from any influence/u n prejudiced dealings prior to, during and subsequent t the currency of the cont ract to be entered into with a view to:-

2.1 Enabling the Buyer to obtain the desired said stores at a competitive price in c onformity with the defined specifications of the Services by avoiding the high co st and the distortionary impact of corruption on public procurement, and

2.2 Enabling bidders to abstain from bribing or any corrupt practice in order to se cure the contract by providing assurance to them that their competitors will als o refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent proce dures.

3. Commitments of Buyer

The Buyer Commits itself to the following:-

3.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either fo r themselves or for any person, organization or third party related to the contra ct in exchange for an advantage in the bidding process, bid evaluation, contract ing or implementation process related to the Contract.

3.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will p rovide to all Bidders the same information and will not provide any such informa tion to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

3.3 All the officials of the Buyer will report to the appropriate Government office a ny attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

4. In case of any such preceding misconduct on the part of such official(s) is repo rted by the Bidder to the Buyer with full and verifiable facts and the same is pri mafacie found to be correct by the Buyer, necessary disciplinary proceedings, o r any other action as deemed fit, including criminal proceedings may be initiate d by the Buyer and such a person shall be debarred from further dealings relate d to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

5. Commitments of Bidders

The Bidder commits himself to take all measures necessary to prevent corrupt p ractices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contractor in furth erance to secure it and in particular commits himself to the following: -

5.1 The Bidder will not offer, directly or through intermediaries, any bribe gift, consideration, reward, favour, any material or immaterial benefit other advantage, commission, fees, brokerage or inducement to an official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the Contract.

5.2 The Bidder further undertakes that he has not given, offered or promise to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fee brokerage or inducement to any official of the Buyer or otherwise procuring the Contract or for bearing to do or having done any act relation to the obtaining or execution of the Contract or any other Contra with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.

5.3 The Bidder will not collude with other parties interested in the contract impair the transparency, fairness and progress of the bidding process, b evaluation, contracting and implementation of the contract.

5.4 The Bidder will not accept any advantage in exchange for any corruption practice, unfair mean sand illegal activities.

5.5 The Bidder further confirms and declares to the Buyer that the Bidder the original manufacturer/ integrator/ authorized government sponsored export entity of the defense to resend has not engaged any individual firm or company whether Indian or foreign to intercede, facilitate or in an way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor h any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

5.6 The Bidder, either while presenting the bid or during pre-contra negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the Buy or their family members, agents, brokers or any other intermediaries connection with the contract and the details of services agreed upon for such payments.

5.7 The Bidder shall not use improperly, for purposes of competition personal gain, or pass on to others, any information provided by the Buy as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electron data carrier. The Bidder also under takes to exercise due and adequate care lest any such information is divulged.

5.8 The Bidder commits to refrain from giving any complaint directly through any other manner without supporting it with full and verifiable facts.

5.9 The Bidder shall not instigate or cause to instigate any third person commit any of the actions mentioned above.

6. Previous Transgression

6.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder’s exclusion from the tender process.

6.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

7. Earnest Money / Security Deposit

7.1 Bidders are required to furnish valid Bid Security declaration in the prescribed format.

7.2 The Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.

7.3 In the case of successful bidder a clause would also be incorporated in the Arti cle pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond i n case of a decision by the Buyer to forfeit the same without assigning any reas on for imposing sanction for violation of this pact.

7.4 The provisions regarding Sanctions for Violation in Integrity Pact include forfei ture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pac t.

7.5 No interest shall be payable by the Buyer to the Bidder(s) on Security Deposit for the period of its currency.

8. Company Code of Conduct

8.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for t he implementation of the code of conduct throughout the company.

9. Sanctions for Violation

9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidde r) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the preve ntion of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-

a. To immediately call off the pre-contract negotiations without assigning any re ason Or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

b. The Security Deposit/Performance Bond shall stand forfeited either full or parti ally, as decided by the Buyer and the Buyer shall not be require to assign any re ason therefore.

c. To immediately cancel the contract, if already signed, without giving any com pensation to the Bidder.

d. To recover all sums already paid by the Buyer, and in case of an India Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, whil e in case of a Bidder from a country other than Ind with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstand ing payment could also be utilized to recover the aforesaid sum and interest.

e. To encash the advance bank guarantee and performance bond/warranty bond , if furnished by the Bidder, in order to recover the payments, already made by t he Buyer, along with interest.

f. To cancel all or any other Contracts with the Bidder.

g. To debar the Bidder from entering into any bid from the Government India for a minimum period of five years, which may be furth extended at the discretion of the Buyer.

h. To recover all sums paid in violation of this Pact by Bidder(s) to a middle man or agent or broker with a view to securing the contract.

i. If the Bidder or any employee of the Bidder or any person acting behalf of the Bidder, either directly or indirectly, is closely related to a of the officers of the B uyer, or alternatively, if any close relative of officer of the Buyer has financial int erest/stake in the Bidder's firm, then same shall be disclosed by the Bidder at th e time of filing of tender. An failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.

j. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from t he Government servant by a decree or order of competent court; son or daught er or step son or step daughter an wholly dependent upon Government servant, but does not include child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant h b een deprived of by or under any law; any other person relate whether by blood or marriage, to the Government servant or to t Government servant's wife or hu sband and wholly dependent upon Government servant.

k. The Bidder shall not lend to or borrow any money from or enter in any monetar y dealings or transactions, directly or indirectly, with an employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract a nd all other contracts with the Bidder. The Bidder shall be liable to pay compens ation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall entitled to deduct the amount so payable from the money(s) due to t Bidder.

l. In cases where irrevocable Letters of Credit have been received respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

9.2 The decision of the Buyer to the effect that a breach of the provisions of this I ntegrity Pact has been committed by the Bidder shall be final and binding on th e Bidder, however, the Bidder can approach the monitor(s) appointed for the pu rposes of this Pact.

10. Fall Clause

The Bidder undertakes that he has not supplied/is not supplying the similar syst ems or sub systems at a price lower than that offered in the present bid in resp ect of any other Ministry/Department of the Government of India and if it is foun d at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/ Department of then Government of India at a lower price, then that very price will be applicable to the present case and the difference in t he cost would be refunded by the Bidder to the Buyer, if the contract has alread y been concluded.

11. Examination of Books of Accounts

In case of any allegation of violation of any provisions of this Integrity Pact or pa yment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary informat ion of the relevant financial documents in English and shall extend all possible h elp for the purpose of such examination.

12. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is t hese at of the Buyer i.e. Ezhukone, Kollam, Kerala.

13. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other le gal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

14. Validity

14.1 The validity of this Integrity Pact shall be from date of its signing and extend u pto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

14.2 Should one or several provisions of this Pact turnout to be invalid; the remaind er of this Pact remains valid. In this case, the parties will strive to come to an ag reement to their original intentions.

15. Both the parties signing this integrity pact shall be abided by the provisions of this pact and will follow the guidelines of independent external monitors or any other monitoring committee nominated by the competent authority for the purp ose at any stage.

16. The Parties here by sign this Integrity Pact at _____ on _____ _.

ESICH, EZHUKONE (1st Party) BIDDER (2nd Pa rty)

Witness 1

Witness 2

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अस्वीकरण/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. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws /

acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditons stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---