

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	10-06-2025 11:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	10-06-2025 11:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	180 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Labour And Employment
<b>Department Name/विभाग का नाम</b>	Employees State Insurance Corporation
<b>Organisation Name/संगठन का नाम</b>	Employees State Insurance Corporation
<b>Office Name/कार्यालय का नाम</b>	Esic Hospital Tirunelveli
<b>क्रेता ईमेल/Buyer Email</b>	dr.c.sridharan@esic.nic.in
<b>Item Category/मद केटेगरी</b>	Security Manpower Service (Version 2.0) - Healthcare; Security Supervisor , Security Manpower Service (Version 2.0) - Healthcare; Unarmed Security Guard
<b>Contract Period/अनुबंध अवधि</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	52 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Floor Price/न्यूनतम मूल्य</b>	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.
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	10256442
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	307693

#### ePBG Detail/ईपीबीजी विवरण

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

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

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

**Beneficiary/लाभार्थी :**

PAYABLE AT TIRUNELVELI  
ESIC HOSPITAL TIRUNELVELI  
(Esic Fund Account No 1)

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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. 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 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. 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.

5. 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.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

Geographic Presence: Office registration certificate:TAMILNADU

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
30-05-2025 11:00:00	ESIC Hospital Vannarpettai Tirunelveli

Security Manpower Service (Version 2.0) - Healthcare; Security Supervisor ( 1 )

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Establishment / Area	Healthcare
Category of Profile	Security Supervisor
Category of Skills	Highly Skilled
Gender	Male
Duty Hours in a day	8
Qualification	Not Required
Ex Servicemen	Yes
Age Limit	Up to60 years
Years of Experience	0 – 3 years
Additional Requirements for the Security Personnel	NIL
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title For Optional Allowances 1	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	M.Pitchaivel	627003,ESIC HOSPITAL, SALAI STREET , VANNARAPETTAI, TIRUNELVELI	1	<ul style="list-style-type: none"> <li>Number of working days in a month : 26</li> <li>Tenure/ Duration of Employment (in months) : 12</li> <li>Basic Pay (Minimum daily wage) : 982.87</li> <li>Provident Fund (INR per day) : 69.23</li> <li>EDLI (INR per day) : 2.88</li> <li>ESI (INR per day) : 34.5</li> <li>EPF Admin charge (INR per day) : 2.88</li> <li>Bonus (INR per day) : 81.87</li> <li>Optional Allowance 1 (in Rupees) : 78.63</li> <li>Optional Allowance 2 (in Rupees) : 49.14</li> <li>Optional Allowance 3 (in Rupees) : 29.49</li> </ul>

### Security Manpower Service (Version 2.0) - Healthcare; Unarmed Security Guard ( 6 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Type of Establishment / Area	Healthcare
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	Not Required
Ex Servicemen	Yes
Age Limit	Up to 60 years
Years of Experience	0 - 3 years

Specification	Values
Additional Requirements for the Security Personnel	NIL
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	M.Pitchaivel	627003,ESIC HOSPITAL, SALAI STREET , VANNARAPETTAI, TIRUNELVELI	6	<ul style="list-style-type: none"> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> <li>• Basic Pay (Minimum daily wage) : 739</li> <li>• Provident Fund (INR per day) : 69.23</li> <li>• EDLI (INR per day) : 2.88</li> <li>• ESI (INR per day) : 26.27</li> <li>• EPF Admin charge (INR per day) : 2.88</li> <li>• Bonus (INR per day) : 61.56</li> <li>• Optional Allowance 1 (in Rupees) : 69.23</li> <li>• Optional Allowance 2 (in Rupees) : 36.95</li> <li>• Optional Allowance 3 (in Rupees) : 22.17</li> </ul>

#### Security Manpower Service (Version 2.0) - Healthcare; Unarmed Security Guard ( 13 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	

Specification	Values
Type of Establishment / Area	Healthcare
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	Not Required
Ex Servicemen	Yes
Age Limit	Up to 60 years
Years of Experience	0 – 3 years
Additional Requirements for the Security Personnel	NIL
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	M.Pitchaivel	627003,ESIC HOSPITAL, SALAI STREET , VANNARAPETTAI, TIRUNELVELI	13	<ul style="list-style-type: none"> <li>Number of working days in a month : 30</li> <li>Tenure/ Duration of Employment (in months) : 12</li> <li>Basic Pay (Minimum daily wage) : 739</li> <li>Provident Fund (INR per day) : 69.23</li> <li>EDLI (INR per day) : 2.88</li> <li>ESI (INR per day) : 26.27</li> <li>EPF Admin charge (INR per day) : 2.88</li> <li>Bonus (INR per day) : 61.56</li> <li>Optional Allowance 1 (in Rupees) : 69.23</li> <li>Optional Allowance 2 (in Rupees) : 36.95</li> <li>Optional Allowance 3 (in Rupees) : 22.17</li> </ul>

### Security Manpower Service (Version 2.0) - Healthcare; Unarmed Security Guard ( 3 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Type of Establishment / Area	Healthcare
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	Female
Duty Hours in a day	8
Qualification	Not Required
Ex Servicemen	No
Age Limit	Up to 60 years
Years of Experience	0 - 3 years



Specification	Values
Additional Requirements for the Security Personnel	NIL
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	M.Pitchaivel	627003,ESIC HOSPITAL, SALAI STREET , VANNARAPETTAI, TIRUNELVELI	3	<ul style="list-style-type: none"> <li>Number of working days in a month : 30</li> <li>Tenure/ Duration of Employment (in months) : 12</li> <li>Basic Pay (Minimum daily wage) : 739</li> <li>Provident Fund (INR per day) : 69.23</li> <li>EDLI (INR per day) : 2.88</li> <li>ESI (INR per day) : 24.02</li> <li>EPF Admin charge (INR per day) : 2.88</li> <li>Bonus (INR per day) : 61.56</li> <li>Optional Allowance 1 (in Rupees) : 0</li> <li>Optional Allowance 2 (in Rupees) : 0</li> <li>Optional Allowance 3 (in Rupees) : 0</li> </ul>

#### Security Manpower Service (Version 2.0) - Healthcare; Unarmed Security Guard ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Type of Establishment / Area	Healthcare

Specification	Values
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	Female
Duty Hours in a day	8
Qualification	Not Required
Ex Servicemen	No
Age Limit	Up to 60 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	NIL
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	M.Pitchaivel	627003,ESIC HOSPITAL, SALAI STREET , VANNARAPETTAI, TIRUNELVELI	1	<ul style="list-style-type: none"> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> <li>• Basic Pay (Minimum daily wage) : 739</li> <li>• Provident Fund (INR per day) : 69.23</li> <li>• EDLI (INR per day) : 2.88</li> <li>• ESI (INR per day) : 24.02</li> <li>• EPF Admin charge (INR per day) : 2.88</li> <li>• Bonus (INR per day) : 61.56</li> <li>• Optional Allowance 1 (in Rupees) : 0</li> <li>• Optional Allowance 2 (in Rupees) : 0</li> <li>• Optional Allowance 3 (in Rupees) : 0</li> </ul>

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

### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## I. Instructions to Bidders

1. In addition to the instructions of GeM portal, instructions and terms and conditions specific to this bid are also applicable. Tender must be submitted through GeM 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, General terms and conditions and Special Terms and Conditions in the tender document. 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 financial bid shall only be informed in the Gem Portal.

5. The bidders may seek or submit their queries regarding this bid on or before the pre bid meeting which shall be held at ESIC Hospital, Tirunelveli 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. **Estimated bid value** : Rs. 1,02,56,442/- (Rupees One Crore Two Lakhs Fifty Six Thousand Four Hundred and Forty Two only)
7. **Period of contract** : The contract will remain valid for an initial period of one year which is further extendable for a period of another one year with mutual consent of both the parties subject to satisfactory performance, on the same terms and conditions. The rates quoted by the bidder shall remain unchanged during the period of contract. ESIC, however, reserves the right to terminate the contract by serving one month notice in writing.
8. **Earnest Money Deposit (EMD)** : EMD @ 3% of the estimated bid value i.e., Rs. 3,07,693/- (Rupees Three Lakh Seven Thousand Six Hundred Ninety Three only) to be deposited in the form of demand draft drawn in favour of **"ESIC Fund Account No.1, payable at Tirunelveli"**. The scanned copy of the same to be uploaded with the bid. The DD in original should reach this office before the date and time of tender opening, failing which the bid would be considered disqualified. No other documents shall be submitted to this office.
9. **Manpower requirement** :

Category	No. of guards
Security Supervisor (Highly Skilled, without arms)	1
Security Guard (Skilled, without arms)	19
Female Security Guard (Civilian Category)	4

Number of security guards can be increased / decreased as per requirement & exigencies of ESIC Hospital, Tirunelveli and the contractor shall be bound to provide the amended numbers required.

10. The Medical Superintendent, ESIC hospital, Tirunelveli shall have the full powers to terminate the bid process at any stage, without assigning any reasons. The Medical Superintendent decision in this regard will be final.
11. The tender form should be complete in all aspects. Incomplete tenders or tenders without EMD shall be treated as invalid. Conditional tender shall be rejected outrightly.
12. Clarification regarding this tender may be sought through e-mail at [ms-tirunelveli@esic.nic.in](mailto:ms-tirunelveli@esic.nic.in)

## II. Eligibility Conditions

1. The bidder must have successfully executed/ completed the following work in last three financial years to any Central/ State Govt Organization/ PSU/ Public Listed Company :
  - a. One similar work at least 80% of the estimated bid value.  
(or)
  - b. Two similar works at least 50% of the estimated bid value.  
(or)
  - c. Three similar works at least 40% of the estimated bid value.
2. Bidders having sufficient experience of providing Security Manpower Services through Ex-Servicemen to any central / state govt. organization/PSU/Public listed company for at least 03 (three) years immediately preceding the date of publishing of this tender. Copies of work orders, experience certificate, agreements, satisfactory work performance certificate, etc to be submitted along with bid. Bidder has to upload satisfactory work completion certificate from atleast one of the client/ employer in support of his claim, failing which it will not be considered as experience.

Merely attaching award letter will not be considered.

**3.** The Bidder must have an average annual turnover of 50% or more of the estimated bid value during the last 3 financial years. 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 should be uploaded with the bid.

**4.** The bidder must have an Office / Branch office in the state of Tamil Nadu. A self -attested copy of document in this regard as proof of having an office in Tamilnadu is to be enclosed.

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

**a.** The bidder must be registered in Requisite Labour Acts, GST, ESI, EPFO, Central Labour (Regulation & Abolition) Act 1970, Private Security Agency (Regulation Act) 2005 & any other law applicable.

**b.** The contractor shall have a valid license obtained from Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970.

**c.** The bidder must have PAN number of income tax.

**d.** The bidder must have PSARA Licence for Security Services.

**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 evaluating 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 tenderers 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. Based on the evaluation and recommendation of the committee nominated by the Medical Superintendent, the bidder shall be recommended for next stage of the tender. Technically qualified bidders with reference to the eligibility conditions will alone be considered for the evaluation of financial bid. The decision of the Medical Superintendent on the recommendation of the committee is final.

10. The Tenderer should quote only for the rate percentage (%) of administrative charges / service charges in the Financial Bid.
11. The service provider should quote the service charges as a percentage of monthly wage bills exclusive of GST. The percentage of service charges quoted should not be less than the rate of prevailing TDS deduction applicable to them as per Sec 194 (C) of IT Act i.e., 1% for HUF/ Individual and 2% for others. The bidder has to furnish the applicable TDS rate to them in the declaration in Undertaking/ Declaration – Annexure 2 of this bid and the bid received without furnishing of the applicable TDS rate shall be disqualified in the technical bid stage itself. All the supporting certificates/experience documents submitted by the bidder should be in the same name as furnished by the bidder for claiming TDS rate. If any documents found to be different than the name as furnished for TDS rate, then it shall not be considered for evaluation.
12. The service charges quoted by the bidder is inclusive of all kinds of amount claimed by bidder viz., contractor's profit and for other statutory liability including bonus/Gratuity/EL/NFH/Uniform and any other sundry charges, if any.
13. If a bidder is found to have quoted less than the applicable TDS rate as Service charge, then their bid shall not be considered as successful and the next immediate highest quoted bidder shall be considered as successful bidder.
14. No other charges in addition will be payable on any account over and above the rates quoted.
15. No revision of rates shall be entertained during the period of contract except when there would be any statutory revision of rates duly notified from time to time by the Competent Authority/Chief Labour Commissioner/DGR.
16. Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the lowest service charge, in compliance with the conditions mentioned above, shall be awarded the contract. If more than one bidder quotes the same rate, then the successful bid shall be finalised based on the two options as detailed below.
  - a. Placement of contract based on the Algorithm runs by GeM system (or)
  - b. Placement of contract on anyone of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.

The decision of Medical Superintendent, ESIC Hospital, Tirunelveli in this regard is final.

## IV. Performance Security Deposit

1. The successful bidder should submit Performance Security for an amount equal to 5% of the value of contract in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of ESIC Fund A/c No. 1 payable at Tirunelveli. After award of contract, successful bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of the original DD to the Buyer within 15 days of award of contract.
2. The performance security shall be released to the agency 60 (sixty) days after the expiry of the contract period on furnishing usual clearance/ no demand certificate.
3. The contract shall come into force from the date as agreed at agreement signed by both the parties. In case the agency fails to execute the job after signing the agreement deed or leave the job before completion of the period of contract at their own accord, the Medical Superintendent, ESIC hospital, Tirunelveli shall have the right to forfeit the performance security deposit.
4. **Stamp Duty :** The contractor shall bear the stamp duty on the original of the agreement. The Hospital shall retain the original and the Contractor shall retain the duplicate.

## V. Terms and Conditions of Contract

1. The agency should engage all guards from the category of Ex-Servicemen not above the age of 60 years and not below 21 years. The contractor shall provide satisfactory proof of Ex-servicemen's status of the security guards before their employment. Manpower so engaged should be trained for

providing security services and also trained in use of fire extinguisher.

2. **Employment of Security Personnel :**

**a. Only ex-servicemen guards are to be deployed.** Ex-Servicemen guards deployed by the agency shall strictly conform to the definition of Ex-Servicemen as contained in Gazette Notification No.GSR 757(E) dated 04.10.2012 of Govt. of India, Ministry of Personnel, Public Grievance and Pension, published in the Gazette of India extraordinary Part 2 Section 3 Sub Section (i) dated 10.10.2012.

**b. 90% of the total guards that needs to be deployed must be Ex-servicemen. The balance 10% of the guards can be Non-ESM.**

**c.** As per Govt. of India Gazette notification dated 04.10.2012, only the retired/ released personnel from Indian Army, Indian Navy and Indian Air Force are to be considered Ex-servicemen (ESM). Personnel from CPMF – Central Para Military Forces (CRPF, BSF, CISF, ITBP and SSB, etc) do not fall under ESM category. These people can be employed under Civilian category and their numbers should not exceed 10% of the total number of security guards.

3. The manpower deployed should fulfill all mandatory qualifications and experience as per bid criteria and they should be of sound health. Their character antecedents must be verified by the Security Agency and a certificate that the manpower deployed is medically/ physically/ mentally fit to discharge their duties/ work, should be submitted to ESIC Hospital, Tirunelveli.

4. The agency shall deploy security personnel after medical examination & police verification at its own cost and related certificates are to be submitted to ESIC Hospital, Tirunelveli at the time of deployment.

5. The list containing names, verified address, affixing photograph along with the signature of each employee appointed by the agency shall be made available to ESIC Hospital, Tirunelveli with their bio data before commencing the contract.

6. **Wage Calculation :**

**a.** The monthly wages shall be calculated as follows :

**Daily wage arrived as per the (table in wage details) X No. of guards deployed (without reliever) X No. of deployed mandays in a particular month.**

**b.** Minimum wages as fixed and revised from time to time by the office of the DGR/Chief Labour Commission (Central) as applicable to Watch And Ward-Without Arms should be paid to the Ex-Service men Security Guards by the contractor.

**c. Female civilian guard will be paid as per the minimum wage rates prescribed by Chief Labour Commission (Central), New Delhi.**

**d.** No enhancement in the agreed rates will be allowed during the contract period except statutory revision (such as minimum wages under DGR/CLC rates) if any.

**e.** Whenever Minimum wage is revised by the respective labour authorities, it shall be duty of the contractor to immediately pay such revised minimum wages to the contract personnel deployed and then reimbursement may be claimed from the Medical Superintendent, ESIC Hospital, Tirunelveli.

7. The agency shall comply with contract labour (R &A) Act, EPF provisions, ESI provisions, payment of bonus Act etc. whichever is applicable and all other statutory payments will be the liabilities of the Security Agency, applicable from time to time.

8. The agency shall comply with the labour laws applicable and the Medical Superintendent, ESIC Hospital, Tirunelveli shall not be responsible for any litigation/default from agency side.

9. The contractor must provide standard liveries (uniform) at his own cost to the security staff. The security staff shall be in proper uniform as approved by ESIC Hospital, Tirunelveli. Name plates, whistle, torch, lathee & other gear is to be provided by the security Agency to the Guards. If any dispute arises between the Agency & the personnel employed by it in the matter of wages or any other service condition, it shall be settled by the Agency & the personnel engaged by it themselves. ESIC Hospital, Tirunelveli or the Govt. of India shall not be a party in any such dispute.

10. The guards whose service are provided by the agency will at all times and for all purposes, be

- the employees of the agency who will be responsible for necessary service benefits to them.
11. The Medical Superintendent, ESIC Hospital, Tirunelveli can direct the security agency for replacing of a security person who is not discharging his duties satisfactorily or his role is found dubious in nature.
  12. The agency shall not in any condition engage any sub-contractor or transfer the work to any other person. If found otherwise, the contract will be cancelled immediately at the cost and expense of the contractor.
  13. The eight hours shift will normally commence from 6.00 hrs to 14:00 hrs, 14:00 hrs to 22:00 hrs and 22:00 hrs to 06:00 hrs and would be called Morning, evening and night shifts respectively. But the timings of the shift are changeable and can be fixed by this office from time to time depending upon the requirements. Prolonged duty hours (more than 8 hrs at a stretch) shall not be allowed.
  14. The contractor has to deploy sufficient number of reliever to ensure the 24 x 7 security.
  15. The security personnel should be rotated from their deployment time to time.
  16. **Weekly day off** : An employee (security guard/supervisor) in a scheduled employment in respect of which minimum rates of wages have been fixed under the Act, shall be allowed a day off rest every week (herein after referred to as "the rest day") which shall ordinarily be Sunday, but the employer may fix any other day of week as the rest day for an employee.
  17. All the contractual employees must mark their attendance in Aadhar Enabled Biometric Attendance System (AEBAS). The contractor should ensure that all the contractual employees engaged by them mark their attendance in AEBAS mandatorily and the attendance sheet should be attached along with their monthly salary bills and the attendance sheet should be verified by the Caretaker of ESIC Hospital, Tirunelveli. Payment of monthly salary bills shall be released only after compliance of the same.
  18. On any given day, if any of contractor's personnel(s) deployed under the contract is(are) absent or fails to report in time, the contractor must provide a suitable substitute in time, for this purpose the contractor must monitor on a daily basis, the sanction of leave to the staff deployed.
  19. The administrative issues like leave, weekly off, discipline etc., of the Security personnel are responsibility of the contractor and if failed to comply, appropriate action will be taken.
  20. **Termination clause** : During the period of agreement, if it is found that the agency is not providing proper services or charging by fraudulent manner or otherwise, the whole security deposit deposited with ESIC or part thereof shall be forfeited in favour of ESIC and agreement may be terminated as per bid terms and conditions. In Case any contractor wishes to exit from contract, he will give notice of 3 months prior to such exit, failing which whole of Performance Security Guarantee will be forfeited along with deduction of an amount equivalent to one month payment from pending Bills.
  21. **Penalty Clause** :
    - a. In case of any loss/theft of property, the Medical Superintendent, ESIC Hospital, Tirunelveli will consider the circumstances leading to the loss/theft and if the responsibility is fixed upon the agency by the competent authority, the agency will make good the loss within a specified period or else deduction of the cost will be made from the agency bills of the following months.
    - b. Intentional and consistent delay in payment of salary/wages to the employees shall not be tolerated by the Medical Superintendent, ESIC Hospital, Tirunelveli and a penalty of Rs.1000/- may be levied per day for delay in payment of salary wages to engaged employees at the discretion of the competent authority. Said penalty, if imposed, shall be deducted from the total bill.
    - c. The contractor shall ensure the payment of wages disbursed as per terms & conditions of agreement. If it is established that contractor is exploiting its employees by disbursing the wages less than the prescribed, the contract shall be terminated apart from legal action as deemed fit.
    - d. If it is found that in spite of imposition of penalty, the agency is continuing the contravention of payment of wages Act, 1936 and contract labour (Regulation and prohibition) Act 1971 deliberately, contract shall be terminated.
    - e. For that Security staffs as defined by competent authority at the time of execution of contract



t, which are required to be in position 24 x 7, if the attendance fails short of contracted minimum number of persons, and additional penalty of Rs. 500/- per person per day shall be deducted from the monthly bills submitted by the agency. The amount so deducted shall be final and no claim whatsoever will be entertained.

- f. If any security staff deployed by the agency is not found in proper uniform and or not displaying photo identity card, penalty of Rs. 500/- per instance shall be deducted from the contractor's bill.
- g. If any security staff deployed by the agency is found indulging in smoking/ drinking at the time of duty, a penalty of Rs. 500/- per instance shall be deducted from the contractor's bill apart from administrative action as deemed fit by authorities.
- h. If any security staff deployed by the agency is found sleeping during the duty hours a penalty of Rs. 500/- per instance shall be deducted from the contractor's bill.
- i. If the behaviour of any security staff deployed by the agency found harsh/rude and non cooperative towards patients/ patient attenders, a penalty of Rs. 500/- per instance shall be deducted from the contractor's bill.
- j. In case of any theft or damage due to negligence of the security guard, the recovery of the cost of item/article shall be recovered from the agency.
- k. 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.
- l. If the lapse is repeated again, the extent of penalty will be doubled on each such occasion. The decision of the Medical Superintendent, ESIC Hospital, Tirunelveli in this regard shall be final and binding upon the agency.

#### **22. Dispute Settlement :**

- a. In case of any disagreement or dispute between ESIC Hospital, Tirunelveli and the security agency arising out of or due to the terms and conditions of the contract agreement, The Medical Superintendent shall have the discretion for settlement of such disputes by appointing a sole arbitrator and the award so made by the arbitrator shall be final and binding on both the parties. Jurisdiction shall be Tirunelveli only for any disputes.
- b. It is mutually agreed that all difference and disputes arising out of or in connection with this agreement shall be settled by mutual discussion and negotiations. If such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the sole arbitrator appointed by the Medical Superintendent, ESIC Hospital, Tirunelveli. Whose decisions shall be final and binding on both the parties.
- c. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time. The cost of arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the contractor shall not be entitled to suspend the work/ service to which the dispute relates on account of arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Tirunelveli only.
- d. The courts at shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

#### **23. Force Majeure Clause :**

- a. The supplier shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- b. For purpose of this clause, "Force Majeure" means an event beyond th

e control the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to war, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- c. If a Force Majeure situation arises, the supplier shall promptly notify the Medical Superintendent, ESIC Hospital, Tirunelveli in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **VI.FINANCIAL**

- 6.1 The Service provider should quote the service charges as a percentage of monthly wage bills exclusive of GST. The percentage of service charges shall not be less than the prevailing TDS Rate applicable to them as per Sec 194(C) of IT Act.
- 6.2 The service charges quoted by the bidder must contain factors towards all kinds of claim by bidder viz., statutory liability like bonus/Gratuity/EL/NFH and for any amount towards discharging the ESI, EPF liability for the applicable workers and other charges, if any.
- 6.3 No claim towards reimbursement of any statutory payment such as bonus/Gratuity/EL/NFH, etc., shall be entertained by this hospital.
- 6.4 The service provider has to submit the details of eligible manpower as per the statutory provisions under ESI & EPF rules among the manpower to be deployed to this office before commencement of contract in writing. The details shall be examined as per the statutory provisions and the employer's share of ESI, EPF contribution shall be reimbursed on actual basis alongwith the applicable GST, if any, only for the admissible manpower under relevant rules alone on submission of documents in support of the payment of contribution made by the bidder. Further no consent for voluntary contribution of EPF over and above the statutory limit under the statutory rules shall be admissible by this hospital.
- 6.5 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, Tirunelveli.
- 6.6 Wages to be paid by the service provider to each category of worker are detailed in the details of manpower required part of this tender in wage details.
- 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, Tirunelveli 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.

## **VII.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<sup>th</sup> of next month and this payment should not be linked to the payment of the bills by ESIC.
- 7.3 The contractor shall have to submit the monthly bill in duplicate complete in all respects endeavour

r 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 with the service charges and the applicable GST shall be paid to the contractor based on the following documents:
- Details of payment of wages credited to their Bank Account of workers along with details of deduction and payment in respect of ESI/EPF along with attendance verified by authorized person of the Hospital.
  - Details of ESIC Hospital, Tirunelveli location specific GST payments of the last month/cycle along with Challan.
  - Separate EPF Electronic Challan cum Return (ECR) and separate e-challan in respect of the manpower deployed in this office
  - Payment on GST, payable by the service provider shall be reimbursable, on submission of proof of location specific payment of GST of the last month / cycle along with challan.
  - Details of IT paid details in respect of manpower deployed.
  - A certificate that he is complying with all the applicable Statutory Labour Laws.
- 7.5 Computerized printout of Biometric Attendance Sheet duly verified by authorized person of ESIC in respect of the persons deployed for the billing month, along 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 forfeiting 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 an actual basis along with the applicable GST, if any, on submission 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 prescribed by ESIC from time to time.

## **VIII. Scope of Work and Duties and Responsibilities of Security Staff**

- The contractor will have to provide the security services in the ESIC Hospital, Tirunelveli – 3.
- The contractor shall ensure protection of the patients, personnel & property of the hospital, prevent trespass with / without arms, perform watch and ward functions including night patrol on various points and prevent the entry of stray dogs and cattle and antisocial elements, unauthorized persons and vehicle into the campus of the ESIC Hospital.
- The Security Supervisor / Guard will also take round of all the important and sensitive points of the premises as specified by the Hospital and to check / block the access to the premises of loitering / unlawful persons and vagabonds.
- To keep a strict vigil on suspicious looking persons / objects and take immediate action as deemed suitable.
- Contractor shall provide uniformed and trained personnel and use its best endeavor to provide Security services to the ESI Corporation for providing safety, monitoring and surveillance.
- Safeguarding corporation's property against theft, damage, misuse and keeping a watch over the cars, scooters, cycles, etc., parked inside the premises/compound.
- Taking charge of personal property of employees/outsideers if any found in the Hospital premises and handing over the same to the office.
- To keep a check on all incoming and outgoing property/goods to ensure that the same are carried

by authorized person(s) for bona-fide purpose with proper gate pass. For this security guard would be required to maintain details in the register with the signature of person taking out the property/ goods or bringing in any property/goods.

9. No item is allowed to be taken out without proper Gate Pass issued by the competent officers authorized by the Hospital Administration for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be obtained by the Security Personnel.
10. Checking that all doors, windows, ventilators in the case of office buildings are properly closed after office hours, locking of main door at night, checking of electrical lights, air conditioners & electrical gadgets that these are properly switched off, wherever necessary.
11. Deployment of Guards / Gunmen / Security Supervisors will be as per the instructions of the authorities of the Hospital from time to time and the contractor will be responsible for their optimum utilization.
12. Round the clock security of ESIC Hospital property, personnel, Vehicles etc.
13. Switching off the lights, fans etc in toilets, lobby, rooms after office hours.
14. Patrolling round the clock in the Hospital Premises in the day and night to avoid any theft.
15. Opening of rooms in the morning and closing in the evening on all working days at all floors.
16. Protection of building property/personals from anti socials elements.
17. Operation of main gates.
18. Report to the Officer in case of any mis-happening.
19. The contractor will be responsible for overall security arrangements of the Hospital covered in the contract.
20. Contractor will ensure that all the instructions of the administration issued from time to time are strictly followed and there is no lapse of any kind.
21. Security personnel deployed in the premises on **holidays and Sundays** will be assessed as per actual requirement and the number of personnel will be suitably reduced / enhanced.
22. The Guards on duty will also take care of vehicles, scooters / motor cycles / bicycles parked in the parking sites located within the premises of the Hospital and ensure their safety and security.
23. Entry of the stray dogs and stray cattle into the premises is to be prevented. Any laxity in this regard shall invite penalty of Rs.500/- on each occurrence.
24. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders or by stray cattle.
25. The Security Guards / Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
26. In emergent situations, security staff / supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Hospital. Security personnel should be sensitized for their role in such situations.
27. The Security Supervisor / Guards are required to display mature behavior, especially towards female staff, female visitors, patients and elderly. The Security Supervisor / Guards are required to attend to distinguished visitors, VIPs and officers.
28. The Security Guard on duty shall not leave the premises until reliever reports for duty.
29. They are also required to conduct search of vehicles as per exigency and requirement of the hospital.
30. Any other duties / responsibilities assigned by the Hospital Administration may be incorporated in the agreement. The same shall also be binding on the contractor.
31. Observing carefully while on patrol, the pipelines, electrical fittings, drainage, water leakage and safety installations and taking action against damage/wastage wherever possible and bringing them to the notice of Hospital authorities.
32. Preventing additions or alterations in the premises being carried out by outsiders or tenants or employees unauthorized and reporting the matter to the superiors.
33. Keeping the special orders and instructions given by the superiors confidential, whenever specifically told.
34. In case of theft or damage by any person to the property or any untoward incident or unusual occurrence, informing Head of the department/Security Officers.

35. Taking care of keys under his custody and handing them over to the reliever or to any other authorized person/s.
36. Ensuring that no person has remained inside the premises while locking.
37. To keep a record of vehicles entering and leaving Hospital premises other than ESIC Staff, in a register and in case of any discrepancy, to bring it to the knowledge of Hospital management.
38. To maintain "Round the clock" security services and not to leave the place of duty under any circumstances until and unless properly relieved.
39. To maintain highest order of integrity, moral and social responsibility especially towards ladies and senior officers/doctors.
40. To act as a reliable informer to the Hospital authorities for safeguarding the Hospital's interest.
41. Taking the following action in case of a fire:
  - a. To raise alarm and muster assistance from neighbouring buildings/passers by.
  - b. To contact immediately fire brigade and the police.
  - c. To try to put out the fire by using the fire extinguishing appliances available.
  - d. To inform immediately the Head of the Office or the Head of the Establishment and the Security Officer.
42. The above Scope of Services is illustrative and not exhaustive. The Contractor may be assigned any duty/function with regard to security of Premises from time to time.

### **Wage Details of Security Manpower :**

Description	Ex-Serviceman Security Supervisor (without arms) Per Day Rate (As per DGR)	Ex-Serviceman Security Guard (without arms) Per Day Rate (As per DGR)	Female Security Guard (Civilian Category) Per Day Rate (As per CLC)
Basic wages plus variable dearness allowance	982.87	739.00	739.00
*ESI / Medical Allowance (3.25% of basic plus VDA & HRA)	34.50	26.27	24.02
*EPF (12% of basic plus VDA upto ceiling of Rs. 15000/-)	69.23	69.23	69.23
*EDLI (0.5% of basic plus VDA upto ceiling of Rs. 15000/-)	2.88	2.88	2.88
*Administrative charges (0.5% of basic plus VDA upto ceiling of Rs. 15000/-)	2.88	2.88	2.88
**HRA (8% of basic plus VDA or Rs.1800 whichever is higher)	78.63	69.23	0
**Uniform Washing allowance (3% of basic plus VDA)	29.49	22.17	0
**Uniform Outfit allowance (5% of basic plus VDA)	49.14	36.95	0

**\* Applicable as per DGR/Cheif Labour Commission (Central) notification.**

**\*\* Applicable as per DGR notification for Ex-Servicemen only.**

1. **Employer share of EPF & ESI contribution shall be applicable and reimbursable upto the wage limit prescribed as per the statutory rules only. No consent for the voluntary contribution over and above the statutory limit shall be permissible. (Refer point 6.4 of financial terms of tender )**
2. **No service charge on the Employer share of EPF & ESI shall be admissible. (Refer point 6.5 of financial terms of tender)**

**Bonus for the deployed man power has to be compulsorily paid as per the statute. No claim towards the bonus reimbursement shall be admissible, non payment of bonus shall be viewed seriously and penal action shall be initiated besides termination of contract. (Refer point 6.2 of financial terms of tender)**

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. 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.
17. 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 [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

---Thank You/धन्यवाद---