



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/3279400
Dated/दिनांक : 17-03-2023

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 03-04-2023 15:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 03-04-2023 15:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 60 (Days) |
| Ministry/State Name/मंत्रालय/राज्य का नाम | Ministry Of Labour And Employment |
| Department Name/विभाग का नाम | Na |
| Organisation Name/संगठन का नाम | Employees State Insurance Corporation (esic) |
| Office Name/कार्यालय का नाम | Esic Sub Regional Office |
| Item Category/मद केटेगरी | Facility Management Service - Manpower Based - Commercial; Housekeeping; Cleaning & Sanitation; Cleaner/Sweeper |
| Contract Period | 1 Year(s) |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) | 120 Lakh (s) |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 3 Year (s) |
| Past Experience of Similar Services required | Yes |
| MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover | No |
| Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover | No |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | 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) *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 |

| Bid Details/बिड विवरण | |
|---|--|
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No |
| Type of Bid/बिड का प्रकार | Two Packet Bid |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 2 Days |
| 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. |
| Estimated Bid Value/अनुमानित बिड मूल्य | 5978414 |
| Evaluation Method/मूल्यांकन पद्धति | Total value wise evaluation |

EMD Detail/ईएमडी विवरण

| | |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि | 101329 |

ePBG Detail/ईपीबीजी विवरण

| | |
|--|---------------------|
| Advisory Bank | 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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। 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।

(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 :

Deputy Director
ESIC SUB REGIONAL OFFICE, Employees State Insurance Corporation (ESIC), Ministry of Labour and Employment,
SRO COIMBATORE.
(Mohamad Abdul Kareem Vali Dawood)

Splitting/विभाजन

Bid splitting not applied.

MII Compliance

| | |
|----------------|-----|
| MII Compliance | Yes |
|----------------|-----|

MSE Purchase Preference/एमएसई खरीद वरीयता

| | |
|---|-----|
| MSE Purchase Preference/एमएसई खरीद वरीयता | 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 data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. 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 defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
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 at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required

Annual Turnover and Profit Requirement:As per GeM Bid (Enclose the Copy of the Audited Financial Balance Sheet) to uploaded in ATC

Minimum Years (Up To 5 Years) Of Experience in Related Field:3 Years Experience in the same field.

Total experience in providing facility management services to government departments, public sector companies, and government autonomous organizations::3 Years

Please specify type of services for which experience is mandatory:House Keeping

Details of Premises:[1679038044.pdf](#)

Please upload information of manpower as per the template given here:[1679038048.pdf](#)

Scope of Work:[1679038329.pdf](#)

If you want to add additional conditions in addition to standard SLA then please upload approval from competent authority.:[1679038368.pdf](#)

Pre Bid Detail(s)

| Pre-Bid Date and Time | Pre-Bid Venue |
|-----------------------|--|
| 27-03-2023 11:00:00 | Online the interested parties may send the request mail to general-srokovai@esic.nic.in before 27th March 10.00 AM |

Facility Management Service - Manpower Based - Commercial; Housekeeping; Cleaning & Sanitation; Cleaner/Sweeper (23)**Technical Specifications/तकनीकी विशिष्टियाँ**

| Specification | Values |
|-------------------------------|--|
| Core | |
| Type of Premises | Commercial |
| Type of Services Required | Housekeeping |
| Service Component | Cleaning & Sanitation |
| Type of Manpower Required | Cleaner/Sweeper |
| Cost of Consumable / Material | Consumable to be provided by the buyer |
| Addon(s) | |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | No. of Resources | Additional Requirement |
|----------------|---|--|------------------|--|
| 1 | Roshan P J | 641016,ESI Corporation ,2393,Trichy Road,Ondipudur | 1 | <ul style="list-style-type: none">Number of months within contract period : 12 |
| 2 | Sunny Kushwaha | 642002,ESI Corporation,panchdeep bhawan,Coimbatore road,thillai nagar,pollachi | 1 | <ul style="list-style-type: none">Number of months within contract period : 12 |
| 3 | KAMESHWAR DUBEY | 641005,ESI Corporation,trichy main road,Singanallur | 1 | <ul style="list-style-type: none">Number of months within contract period : 12 |

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | No. of Resources | Additional Requirement |
|----------------|---|--|------------------|--|
| 4 | Dilip | 641607,ESI Corporation,panchdeep bhawan,240,Kongu main road,kongu nagar,Trippur | 1 | <ul style="list-style-type: none"> Number of months within contract period : 12 |
| 5 | Parameswaran | 642126,ESI Corporation,panchdeep bhawan,Thali road.opp to panchayat union office,udumalpet | 1 | <ul style="list-style-type: none"> Number of months within contract period : 12 |
| 6 | Nitin Chauhan | 641018,ESI Corporation,Door No.384, 2nd floor,Dr.Nanjappa Road | 1 | <ul style="list-style-type: none"> Number of months within contract period : 12 |
| 7 | Pile Krishnamurthy Reddy | 641012,ESI Corporation,747-A,Dr.Radhakrishna road,tatabad,Ganapathy | 1 | <ul style="list-style-type: none"> Number of months within contract period : 12 |
| 8 | Suvra Vijay | 641034,ESI Corporation,pancheep bhawan,compound,viswanthapuram,tudiyalur | 1 | <ul style="list-style-type: none"> Number of months within contract period : 12 |
| 9 | Sanjeet Kumar Prasad | 641009,ESI Corporation,panchdeep bhawan,kaleeswara nagar,kattoor | 2 | <ul style="list-style-type: none"> Number of months within contract period : 12 |
| 10 | Mohamad Abdul Kareem Vali Dawood | 641045,ESIC Sub Regional Office, No.1897, Trichy Road, Ramanatha Puram | 13 | <ul style="list-style-type: none"> Number of months within contract period : 12 |

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

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. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

ESI CORPORATION
payable at
COIMBATORE

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

3. Buyer Added Bid Specific Scope Of Work(SOW)

Text Clause(s)

1. TERMS AND CONDITIONS OF BID

- A. **Estimated Bid Value:** Rs. 59.78 Lakhs for one year as given in GEM Portal.
- B. **Period of Contract:** The Contract shall initially be for a period of one year and may be extended further for a period up to one year subject to satisfactory performance, on the same terms and conditions. The rates quoted by the bidder shall remain unchanged during the first year of contract except change in minimum wages as per the notification of Government and corresponding changes in ESI, PF contribution and bonus if any. ESIC, however, reserves the right to terminate the contract at any time without assigning any reason thereof by serving one month's notice.
- C. **Service Charges:** The service provider should quote the service charges as a percentage of monthly wage bills exclusive of GST. As per DoE OM No.F/6/1/2023-PPD dt.06.01.2023, the minimum service charges 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, then their bid will be summarily rejected.
- D. **Earnest Money: EMD of requisite amount of Rs.1, 01,329/- (Rupees One Lakh One Thousand Three Hundred and twenty nine only)** as per bid details on GEM portal to be deposited or in form of DD favoring "ESI FUND A/C No. 1" payable at COIMBATORE latest by closing date & time of the bidding at Employees' State Insurance Corporation, Sub Regional Office, Coimbatore.
- E. **EMD :** The EMD must be submitted before last date of submission of tender as per Gem Portal . **Non submission of EMD will lead to rejection of the application. No EMD Exception is admissible.**
- F. **Eligibility Criteria in addition to Gem T&C**
- a. The bidder must be registered in Requisite Labour Acts, GST, ESIC & EPFO, etc.,
 - b. The bidder must have a PAN number.
 - c. Firm should possess experience of at least 3 years of executing housekeeping work in a Hospital
 - d. Firm should possess experience of at least 3 years of executing housekeeping work in a Hospital/Institution of Govt. of India/ State Govt./Govt, Undertaking/ Central or state PSU to submit satisfactory experience certificate.
 - e. Average Annual turnover of the Agency during each of three financial years (2019-20, 2020-21, 2021-22) should be as stipulated on GEM portal for current bid. The average annual turnover of bidders must be duly certified by the appropriate Chartered Accountant/ Auditor /any other prescribed authority.
 - f. The bidder firm should not have been indicted for any criminal, fraudulent or anti- competition activity and not been blacklisted by any Govt. Departments/ESIC/PSU etc.
 - g. Only Agencies except for Govt. companies / PSUs, etc. having Valid Registration under ESI, EPF & other statutory law required for providing House Keeping Services shall apply. The

e Govt. Companies / PSUs must ensure that all the workers engaged by them must get benefits under ESI/EPF scheme & fulfill all other statutory requirements for this job.

G. Availability of ESIC Main or Sub Code in Coimbatore Region.

- a. The Bidder should have main or Sub Code Number allotted by ESIC SRO Coimbatore.
- b. Else, the contractor (On Finalization of Bid) shall be required to get the sub code with in 7 days of award of Contract, if not already having; Specific Sub Code Number of ESIC in Coimbatore region.

H. Evaluation of Technical & Financial Bid

- a. The Bidders are required to upload Technical bid as per Bid Specification uploaded on GEM Portal in addition that the following documents also should be uploaded.
 - i. Filled and Signed Copy of the Annexure I,II,III
 - ii. The Signed Bid Document (in All Pages of this Bid)
 - iii. Copy or Details of the EMD.
- b. Each and every page of this document should be signed and stamped by bidder or its authorized representative of Bidders.
- c. The competent authority of ESIC reserves the right to reject all or any Bid in whole, or in part, without assigning any reason thereof.
- d. Lowest financial bid will be evaluated based on overall lowest rate quoted by the bidder as per GEM guidelines.
- e. The earnest money shall be refunded to the unsuccessful Bidders after finalization of the contract. It shall be refunded to the successful Bidder on receipt of performance security deposit. No interest is payable on the EMD.
- f. The bid shall be valid for 60 days from the date of opening.
- g. Bids which are incomplete or Conditional in any form may be rejected outrightly.
- h. In case the successful Bidder declines the offer of Contract, for whatsoever reason(s), their EMD shall be forfeited.
- i. A formal contract shall be executed/ entered into with the successful Bidder in addition to GeM Contract. In this contract, the successful Bidder shall be defined as Contractor.
- j. In Case of similar lowest rates of more than one bidder the System Auto Run Method will be chosen

I. Performance Security Deposit

- a. The successful Bidder will have to deposit a Performance Security Deposit as per Bid Details on GEM in the form of Bank Guarantee/Demand Draft/ fixed bank deposit of a scheduled commercial bank in favor of "**Deputy Director (I/c), Employees' State Insurance Corporation, Sub Regional Office, Panchdeep Bhavan, No.1897, Trichy road, Ramnathapuram, Coimbatore 641045**" valid for 60 days beyond the expiry of period of one year's contract and further renewable on the same basis.
- b. The successful Bidder will have to deposit the Performance Security Deposit and execute the contract within 15 days of acceptance of Bid.

J. PAYMENT PROCEDURE

- a. The contractor shall submit bill in triplicate by the 7th day of each month for the work executed up to end of previous month in a prescribed format as approved by ESIC, failing which a penalty of Rs.500/- may be levied while adjusting the bill amount if default is found to be made knowingly by the contractor. Bill must be raised based on the rate quoted in Bid. However, the payment to workers will not be linked to the release of payment to contractor from ESIC.
- b. The bill must be supported with the following documents:-
 - i. Attendance sheets with biometric attendance accompanied with salary payment

t certificates supported by bank statement, wages sheets of all the workers and staffs deployed, certified copy of ESI, PF challan along with details of deduction of each employees and GST Challan of salary Month.

- ii. Employee wise details of ESIC, EPF and other statutory dues Contributions paid is to be submitted every month.
 - iii. After submission of monthly bill complete in all respect by the contractor. ESIC shall check the bill with the help of contractor & certify for payment. **(The Supervisor appointed in SRO Coimbatore must know the user Id and Password of all the statutory dues payment portal like ESIC, EPFO, etc.,)**. All the bills shall be paid on monthly basis. All the statutory responsibilities lie with the contractor and ESIC is not responsible for any statutory non compliance as per labour laws.
 - iv. No amount shall be collected from the workers as administration charges and other charges like uniform charges, ID Card charges or any other forms.
 - v. Important Note : **No Salary advance deduction is permitted in the Bill. Salary amount should be tailed with Individual Bank Statement.**
- c. Payment shall be made for the actual man days of employment. **Attendance and Bank Statement of the Staffs employed by the agency will be verified by this office.**
 - d. In case of absence of any of the above-mentioned workers without providing suitable replacement, penalty shall be levied as per GEM SLA. However, penalty can be waived off by in case of natural calamities or situations beyond the control of the contractor.
 - e. Wages should not be less than the prescribed minimum wages by the Central Govt / Govt of Tamilnadu (Whichever be higher).
 - f. Increase in minimum wages of workers will be paid extra accordingly as per Minimum wages Act & corresponding ESIC/EPF contributions.
 - g. Payslips should be issued to all the workers during credit of their salaries every month

K. **GENERAL CONDITIONS OF CONTRACT (GCC)**

- a. The Bidder would be wholly responsible for the job to be performed. NO SUBLEETING OR SUBCONTRACTING WOULD BE ALLOWED.
- b. The persons deployed by the Bidder should be properly trained, have requisite experience and skills for carrying out a wide variety of housekeeping work using appropriate materials and tools/equipment's.
- c. The Contractor should ensure the Health and safety measures of the employees.
- d. The Bidder will be responsible for supply / installation / refilling / maintenance of all such items / equipments used in wash rooms and other areas for housekeeping purposes which will be supplied by this office.
- e. Employment of child labour will lead to the termination of the contract. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified

, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.

- f. The Contractor at all times should indemnify ESIC against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereto and rules made hereunder from time to time. ESIC will not own any responsibility in this regard
- g. The staff shall be in proper uniform as approved by ESIC and with their identity card properly displayed. Cost of Supply of Uniforms (minimum 2 Sets) and identity card charges will be borne by the contractor. The uniform will necessarily include body overalls or shirt & trousers/ Salwar -suits-dupatta, standard design of shoes and socks.
- h. ESIC will provide space for Contractor in the premises.
- i. The Contractor shall:
 - i. Ensure Pest / animal and Rodent free environment in the premises of ESIC.
 - ii. Ensure that their staff / supervisor are equipped with mobile phones and **proficient in Tamil language.**
 - iii. Arrange for a garbage disposal in a professional manner.
- j. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by ESIC besides annulment of the contract.
- k. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.
- l. The Contractor must also ensure that they are of decent character, sound health and possess general abilities to carry out the required works, also able to read instructions written in Tamil and abide by the instructions given by This Office
- m. ESIC reserves the right to bar any worker, employed by the Contractor, for carrying out the works, if there happens to be any complaint of misconduct / misbehavior on the part of the manpower deployed by the Contractor. Such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to ESIC.
- n. There shall be no master and servant or Employer and Employee relationship between the employees of the service provider and ESIC SRO Coimbatore.
- o. The Contractor should ensure to maintain required no. of manpower and also arrange a pool of reserve housekeeping staff/supervisor. In case any housekeeping staff absents from the duty, the reliever of equal status shall be provided by the Contractor from an existing pool of housekeeping staff.

L. REQUIRED MANPOWER DETAILS AND STATUTORY COMPLIANCES in addition to GeM T &C.

- a. The number of manpower required is 23 (22 Housekeeping Employees and one Supervisor).
- b. In addition to above any number of semi skilled/unskilled Housekeeping employees may also be appointed to this office as and when demand arises with same terms and conditions and without any additional charges.

M. LIQUIDATED DAMAGES : As per GeM & This office Service Lease Agreement.

N. TOOLS, TACKLES & EQUIPMENTS:

- a. **The following minimum number machineries is to be supplied to this office at Contractor Cost. (The cost and operating cost should be included with the Service Charges)**
 - i. Wet/Dry Vacuum Cleaner - 1 Unit
 - ii. Glass Cleaner Kit - 1 Unit
 - iii. Bush Cleaner - 1 Unit
- b. Such minimum Number of equipment's, tools, tackles, etc. have to be maintained in the office at all times. A record of all these items should be kept by the contractor Staff. All this equipment's may be inspected by designated ESIC official at anytime.

O. RISK CLAUSE

- a. The Bidder shall at all times have standby arrangements for carrying out the work under the Contract in case of any failure of the existing arrangement, ESIC reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other contractor at the cost, risk and responsibilities of Contractor and excess expenditure incurred during the notice period on account of this will be recovered by ESIC from the Contractor's Security Deposit or pending bill or by raising a separate claim.
- b. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the ESIC.
- c. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the ESIC and shall not knowingly lend to any person or company any of the effects or assets of the ESIC under its control.
- d. In the event of loss/damage of equipments etc. at the premises of the ESIC due to negligence/carelessness of Contractor staff, then the Contractor shall compensate the loss to ESIC.
- e. The Contractor will also maintain a Suggestion Book for comments on the services rendered by it.
- f. 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 or staff etc.
- g. Contractors will be solely responsible for any accidents to the personnel engaged by them
- h. The Contractor shall not assign or sublet this Agreement or any part thereof to any third party.
- i. The delay by the contractor in providing a substitute beyond 3 working days shall attract liquidated damages of Rs.300/- per day per such cases on the contractor besides deduction in payment on pro-rata basis.
- j. In every case the Contractor shall make alternative arrangements for meeting his contractual responsibilities in case of failure of the Associate.

- k. The additional Licenses if any required for Housekeeping services at the site will be procured by the Contractor.

P. DISPUTE SETTLEMENT

It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions 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 Deputy Director (I/C), ESI Corporation, Sub Regional Office, Coimbatore 641045 whose decision shall be final and binding on both the parties.

Q. 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 of deposited with ESIC or part thereof shall be forfeited in favor of ESIC and agreement will be terminated after giving 30 days notice.

R. VARIATIONS

The Authorized officer of ESIC may order variations in the scope or quantum of work through a written order. The payment for the variation shall be worked out on the basis of contract rates for manpower and for equipments, material etc.

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the

case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This 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---