



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4644452
Dated/दिनांक : 16-02-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	08-03-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	08-03-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Science And Technology
Department Name/विभाग का नाम	Department Of Science And Technology (dst)
Organisation Name/संगठन का नाम	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)
Office Name/कार्यालय का नाम	Thiruvananthapuram
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Skilled; Healthcare; Staff Nurses
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	330 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/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
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),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
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/न्यूनतम मूल्य	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	16253563.5
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	487607

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 कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी 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 :

Director, SCTIMST

Thiruvananthapuram, Department of Science and Technology (DST), Sree Chitra Tirunal Institute for Medical Sciences and Technology (SCTIMST), Ministry of Science and Technology
(Dr. Sanjay Behari)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. 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 / 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.
5. 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.
[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.
6. 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.

7. 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:Thiruvananthapuram, Kerala

Scope of work & Job description:[1708060351.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1708060390.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Skilled; Healthcare; Staff Nurses (37)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Skilled
Type of Function	Healthcare
List of Profiles	Staff Nurses
Educational Qualification	As per tender document
Specialization	Nursing
Post Graduation	Optional
Specialization for PG	Nursing
Experience	As per tender document
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowances 1	Nil
Title for Optional Allowances 2	Nil
Title for Optional Allowances 3	Nil
Designation	Staff Nurses

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	Priya P	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Trivandrum, Thiruvananthapuram, 695011	37	<ul style="list-style-type: none">• Minimum daily wage (INR) exclusive of GST : 1100• Bonus (INR per day) : 0• EDLI (INR per day) : 0• EPF Admin Charge (INR per day) : 0• Optional Allowances 1 (INR per day) : 0• Optional Allowances 2 (INR per day) : 0• Optional Allowances 3 (INR per day) : 0• Estimated Number of Overtime Hours per Resource per Month : 0• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0• ESI (INR per day) : 0• Provident Fund (INR per day) : 75• Number of working days in a month : 30• Tenure/ Duration of Employment (in months) : 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. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. **Forms of EMD and PBG**

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

Director, SCTIMST
payable at
Thiruvananthapuram

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.

4. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

5. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

6. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

7. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

8. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

9. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Director, SCTIMST
payable at
Thiruvananthapuram

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

10. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Director, SCTIMST

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1	During the selection process, in case of more than one bidder is emerged as L1, the selection criteria will be as per the GEM terms and conditions.
2	The details of age, qualification and experience is uploaded separately in the ATC
3	The Service Provider should give a list of eligible man power as per the qualification criteria to the Institute, enabling the Institute to conduct written examination/skill test as per the requirement of the department concerned. Accordingly a panel is prepared and Service Provider should keep this list and shall provide the manpower from this list as and when required.
4	The agency should provide round the clock services whenever required with statutory limits of working hours. The wages notified are for delivering the service for 30 days in different shifts, as the case may be. The number of personnel deployed by the service provider should be to comply with all statutory requirements.
5	Required reliever staff may also be arranged by the service provider as per the needs of the Institute. The reliever pool should be duly verified and approved by the HOD concerned of the Institute and reliever deployments should be made from this pool.
6	Proper uniform if required, should be provided by the service provider. No separate payments will be made by SCTIMST for that.
7	Required Supervisory Service (Nursing Supervisor) as per the requirement may be provided by the service provider without financial commitment to the Institute (Principal Employer). Night checking if required should be provided by the service provider as per the requirement of the Institute.
8	There is no employer - employee relationship between the Institute and the personnel engaged/deployed by the contractor and as such any misconduct by them on information given by the Institute shall be dealt with the contractor and action taken. Further as and when their conduct and work are found to be unsatisfactory, such personnel are to be replaced with suitable hands immediately by the contractor as per direction of SCTIMST authorities.
9	The service provider shall ensure that the staff posted by him/her will not have any claim in SCTIMST by way of job, salary increase or any other benefit and should acknowledge and communicate to the staff that they are the employees of the contractor/service provider and not of the SCTIMST.
10	It shall be the responsibility of the Service Provider to ensure maintenance of proper discipline of the persons engaged / deployed by him
11	The Service Provider/ Contractor shall comply with the instructions provided by SCTIMST from time to time relating to the performance of the services, duties and obligations under this agreement. The services rendered by the Service Provider/ Contractor shall be subject to regular review by SCTIMST and its decision as to the quality thereof shall be final and absolute.
12	The Service Provider/Contractor & the workers deployed by them at the SCTIMST premises shall maintain confidentiality of any information in their possession during their working at SCTIMST & thereafter.
13	The Service Provider/ Contractor shall allow SCTIMST, its management, auditors, regulators and/or agents, the opportunity of inspecting, examining, auditing and /or taking copies of the SCTIMST records with the Service Provider/ Contractor.

14	If at any stage, it is revealed that the documents/certificates/testimonials submitted by the Service Provider/ Contractor are forged or have been manipulated, the work order issued to the Service Provider/ Contractor shall be cancelled and Security amount deposited with SCTIMST shall be forfeited without any claim whatsoever on SCTIMST and the Service Provider/Contractor shall be liable for action as appropriate under the relevant laws.
15	The Service Provider shall ensure every staff deployed at the Institute is medically fit and should obtain Medical Fitness Certificate from each contract staff and reliever.
16	The bidder or tenderer should be ready to arrange Police verification of each Contract Staff deputed for our Institute at its own cost and submit a Police verification Report obtained from the Police authorities in respect of each Contract Staff, before deputing to our company treating it as a mandatory requirement. This is applicable to reliever deployment also. If there is a replacement done on regular basis, the Police Verification of the new deployment also submitted mandatorily.
17	The Service Provider/ Contractor shall wholly and solely be liable for all unlawful activities in respect of the workers deployed by him / them to SCTIMST under this tender.
18	The service provider shall ensure that no personnel engaged / deployed by him will engage in any type of activities prejudicial to the interest of the Institute.
19	The Service Provider/Contractor shall maintain proper records about the attendance of their staff in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 1970 along with Contract Labour (Regulation and Abolition) Rules, 1971 and would ensure that full staff strength is maintained. If due to any exigency, any worker is absent the Service Provider/ Contractor should take immediate steps to provide its substitute subject to the compliance of relevant Rules & regulations/laws/ Statute.
20	Biometric punching of attendance, if required by the Institute, to be arranged by the service provider for all the contract staff deployed by them on their own cost and the print outs of the same to be submitted along with the monthly claim of payment.
21	The Service Provider/Contractor must ensure that the wages to the Workers are paid within the stipulated time period as provided under relevant Rules & Regulations/Law/Statute in force. The Service Provider/ Contractor should collect the amount of wages paid, as per the statutes as amended till date/tender conditions/agreement, as reimbursed from SCTIMST after disbursement of wages to the employees.
22	The service provider shall exclusively be responsible for regular and timely payment of wages to his contracted staff latest by 7th of every month . The service provider should ensure to release the wages to the staff deployed, as disbursed from the Institute for the purpose.
23	The Service Provider/ Contractor have to pay the wages to the contract employees deployed by them as per the Minimum Wages Act and disburse the wages through ECS/ Net Banking only. Wage disbursement data to the contract employees should be submitted along with the payment claim of corresponding months.
24	The Service Provider/ Contractor shall raise the invoice/bill and SCTIMST agrees to pay such invoices/bills within 10 working days of receipt and acceptance of the invoice/bill, as per terms and conditions of the tender/contract. All payments to the Service Provider/ Contractor shall be made by ECS/NEFT/RTGS/ Net Banking subject to all statutory deductions.
25	In case of any changes in the minimum wages or any statutory wage component as per the applicable laws during the contract period. Institute shall pay the Service Provider the differential amount in wage. Such increase in wages will not have any impact on the service charges.
26	Payment of bills will also be regularized subject to the rendering of satisfactory service during the month and deduction of penalty imposed if any as per terms and conditions of tender/contract.
27	The monthly bill payment will be made subject to the submission of the following documents
27.1	Muster Roll/ Attendance sheet of the workers signed by the Service provider/ Contractor for the month on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971.
27.2	Salary sheet for the month showing receipt of the wages on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971.
27.3	Bank statement of salary distribution to the employees deployed by the service provider.
27.4	Deposit Challan showing the individual figure of deposit of contribution of provident fund of employees' and employers' share, with the appropriate authority for the preceding month.
27.5	Deposit Challan showing the individual figure of deposit of contribution of ESI of employees' and employers' share, with the appropriate authority for the preceding month if applicable.
27.6	Proof of any other statutory payment due to the employee by the Service Provider, if applicable.
28	The Service Provider/Contractor will deduct ESI contribution and Provident fund contribution of the employees from the minimum wages of the workers at the rate as applicable from time to time and deposit the same with the appropriate authorities along with Employer's contribution of ESI and PF as per the statutory rate applicable from time to time.
29	The applicability and rates of employer contribution of ESI and EPF will be decided as per the Employees Provident Fund Act, 1952 & Employees' State Insurance Act, 1948 and its subsequent amendments.

30	Payment of Bonus is not applicable in this contract.
31	The Service Provider/ Contractor will be liable to get the Provident fund refunded from the Provident Fund Commissioner of the worker, if he is terminated or dies or leaves the job.
32	If any overpayment is detected as a result of post audit, in the monthly bills submitted by the contractor, it shall be recovered by the Institute from the contractor.
33	The Performance Bank Guarantee to be submitted by the successful bidder within the stipulated time as prescribed in the Gem Contract awarded.
34	Bidder's offer is liable to be rejected if they failed to upload any of the certificates/documents sought in the Bid document/ATC and corrigendum, if any.
35	The agency should have a fully functional office at Thiruvananthapuram, Kerala. Documentary proof of the same should mandatorily be submitted along with the technical bid.
36	SCTIMST may conduct a site visit at the functional office of the bidder at Thiruvananthapuram as well as the Institutions where the service provider have similar contracts, if found necessary for evaluating the technical compatibility, professionalism and quality of work of the service provider for finalizing their technical suitability. SCTIMST reserves the right to accept /reject the bid based on the site evaluation report as stated above.
37	If the services are found satisfactory, the Institute has the discretion to extend the agreement contract under the same terms and conditions on mutual consent as per Govt. Of India norms.
38	The agency bidding for the contract should have at least three years experience 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.
39	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 two times of the contract value. 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 (in case of Start-Ups/MSE's) the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
40	The service provider should have an overall strength of required category staff, not less than 3 times of requirement of the Institute in their data bank .
41	The bidder shall upload the details of similar works executed by him in the past to prove his eligibility.
42	The bidders shall upload the declaration of not been blacklisted/debarred/suspended by any Governments/semi-Governments/Autonomous bodies/Board/Corporation/Private firms. False declaration may lead to the rejection of the bid.
43	Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings and should not be bankrupt. Bidder to upload an undertaking to this effect. False declaration may lead to the rejection of the bid.
44	Penalty will be imposed for the no/ under deployment of staff and amount of penalty will be decided as the terms and conditions of the GeM Contract.
45	In case of any pilferage, theft or breakage etc to the property/assets of SCTIMST, the Service Provider/ Contractor will be responsible for such losses. The Institute will be at liberty to deduct the amount of such loss from the monthly bill/security deposit of the Service Provider/ Contractor after holding an enquiry. The decision of SCTIMST to this effect shall be final and binding upon the parties. The Service Provider shall also be responsible to coordinate with the police authority as per the requirements of SCTIMST in the case of any unlawful activities. In case of unsatisfactory performance and violation of any condition of the tender/ contract, the contract shall be liable to be cancelled and security deposit will be forfeited.
46	The agreement is liable to be terminated by giving one month notice by the Institute in the event of unsatisfactory performance by the contractor/ the contracted staff. During the period of notice the contractor shall continue to discharge his duties and obligations. No reason whatsoever may be assigned by the Institute for premature termination of contract. The jurisdiction for settlement of disputes, if any, shall be subject to Thiruvananthapuram, Kerala State.
47	The manpower agency has to ensure that the reservation policy of DoPT, Govt of India to be followed, if applicable.

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---