



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2025/B/5880248 Dated/दिनांक : 30-01-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-02-2025 17:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	10-02-2025 17:30:00	
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	
क्रेता ईमेल/Buyer Email	buycon25.sctimsts.kl@gembuyer.in	
ltem Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; 10th standard pass or equivalency certificate issued by appropriate authorities; Admin	
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)	360 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 छ्ट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes	
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छ्ट/ 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), OEM Authorization Certificate, OEM Annual Turnover, Additional Doc 1 (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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिंड 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	18000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वितीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	540000

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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(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

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

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. 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 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 online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

 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

Scope of work & Job description: 1738129592.pdf

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act: 1738129607.pdf

Manpower Outsourcing Services - Minimum Wage - Unskilled; 10th Standard Pass Or Equivalency Certificate Issued By Appropriate Authorities; Admin (54)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values		
Core	Core		
Skill Category	Unskilled		
Educational Qualification	10th standard pass or equivalency certificate issued by appropriate authorities		
Type of Function	Admin		
List of Profiles	Watch and Ward		
Specialization	Not Required		
Post Graduation	Not Required		
Specialization for PG	Not Applicable		
Experience	0 to 3 Years		
State	NA		
Zipcode	NA		
District	NA		
Addon(s)/एडऑन			
Additional Details/अतिरिक्त विवरण			
Designation	Security Guard		

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज

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	54	 Minimum daily wage (INR) exclusive of GST: 868 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 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): 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. 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.

3. 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

Director, SCTIMST

. 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

4. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

5. 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.

6. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. Click here to view the file

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1	Each tenderer / bidder can submit only one tender / bid for one package in compliance with Cl ause No.29 of GEM GTC. Bidder's sister/ Associated/ Allied concern(s) participating or applyin g against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or mor e common persons as Director / General Terms and Conditions on GeM 4.0 (Version 1.14) dt 3 1st Jan 2024 Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified. The bidder is required to s ubmit a separate declaration in this regard in the format attached (Annexure I) along with the bid. Annexure I is attached as Clause No.58 of Buyer Added Bid Specific ATC.
2	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.
3	Proper and courteous service shall be provided by the Service Provider and will be responsible for providing services as per the tender conditions.

4	The age limit of the contract security guards deployed should be upto 60 years. The service provider should ensure timely replacement of security guards exceeding 60 years during the contract period. The security guards should be deployed by the service provider in such a way that he/she should not be worked in the Institute for a period more than 5 years under any agency.
5	Only Ex-service men are eligible to be deployed as security guards.
6	Educational qualification of the security personnel to be deployed should be 10 th standard pas s or equivalency certificate issued by the appropriate authorities.
7	The deployment should be 51 male security guards and 3 female security guards
8	The agency should provide round the clock services with statutory limits of working hours. The number of personnel deployed by the service provider should be adjusted in different shifts as per the requirement of the Institute in compliance to all statutory requirements.
9	Required reliever staff, who should also be Ex-servicemen, may also be arranged by the service provider as per the needs of the Institute. The reliever pool should be duly verified a nd approved by the Security & Safety Officer of the Institute and reliever deployment should be made from this pool.
10	Proper uniform (minimum 2 sets), preferably Khaki should be provided to the security staff ap pointed by the service provider. No separate payments will be made by SCTIMST for that. All the Security Guards should be in proper uniform while on duty.
11	Ceremonial dress should be provided to the Security personnel by the service provider for the functions on January 26 and August 15 at their own cost.
12	Required round the clock Supervisory Service may be provided by the service provider without financial commitment to the Institute (Principal Employer). Night checking supervisor may also be provided by the Service provider as per the requirement of the Institute. Weekly night checking is to be done mandatorily.
13	Onsite training should be arranged to the Security Guards by the service provider as per the n eeds of the Institute on a regular basis. The service provider shall ensure that all security staff deployed in the Institute is well trained in Fire Fighting (Extinguisher & Hydrant System).
14	There is no employer – employee relationship between the Institute and the personnel engage d/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 cond uct and work are found to be unsatisfactory, such personnel are to be replaced with suitable h ands immediately by the contractor as per the original tender conditions.
15	The service provider shall ensure that the staff posted by him/her will not have any claim in S CTIMST 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 and not of the SCTIMST
16	It shall be the responsibility of the Service Provider to ensure maintenance of proper discipline of the persons engaged / deployed by him
17	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 agr eement. 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.
18	The Service Provider/Contractor & the workers deployed by them at the SCTIMST premises sha II maintain confidentiality of any information in their possession during their working at SCTIM ST & thereafter.
19	The Service Provider/ Contractor shall allow SCTIMST, its management, auditors, regulators an d/or agents, the opportunity of inspecting, examining, auditing and /or taking copies of the SC TIMST records with the Service Provider/ Contractor.

20	If at any stage, it is revealed that the documents/certificates/testimonials submitted by the Se rvice 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.
21	The service provider should arrange Police verification of each security guard deputed for our Institute at its own cost and submit a Police verification Report obtained from the Police autho rities in respect of each Security guard, before deputing to our company treating it as a mand atory requirement. This is applicable to reliever deployment also. If there is a replacement do ne, the Police Verification of the new deployment also be submitted mandatorily.
22	The service provider shall ensure every security staff deployed at the Institute is medically fit and should obtain Medical fitness certificate from each security guard and reliever security guards.
23	Copy of bio data, discharge certificate, police clearance certificate and medical certificate of e ach guards deployed should be provided to Personnel& Administrative Division and concerned Security& Safety Officer of the Institute.
24	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.
25	The Service Provider/ Contractor shall be liable for any unlawful activities by the workers depl oyed by him / them to SCTIMST under this tender
26	The Service Provider/Contractor shall maintain proper records about the attendance of their st aff in the prescribed format as given in the Contract Labour (Regulation and Abolition) Act, 19 70 along with Contract Labour (Regulation and Abolition) Rules, 1971 and would ensure that fu II staff strength is maintained. If due to any exigency, any worker is absent the Service Provid er/ Contractor should take immediate steps to provide its substitute subject to the compliance of relevant Rules & regulations/laws/ Statute. Necessary fine shall be imposed for the violatio n.
27	Biometric punching of attendance to be arranged by the service provider for all the contract st aff deployed by them on their own cost and the print outs of the same to be submitted along with the monthly claim of payment.
28	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 reimbursement from SCTIMST after disbursement of wages to their employees.
29	The service provider shall exclusively be responsible for regular and timely payment of wages to his contracted staff latest by 7th of every subsequent month .
30	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
31	The Service Provider/ Contractor shall raise the invoice/bill and SCTIMST agrees to pay such in voices/bills within 10 working days of receipt and acceptance of the invoice/bill, as per terms a nd 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.
32	In case of any changes in the minimum wages or any statutory wage component as per the ap plicable laws during the contract period, Institute shall pay the service provider, the differenti al amount in wage. Such increase in the wages will not have any impact on the service ce charges.

33		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.
34		The applicability and rates of employer contribution of ESI and EPF will be decided as per the E mployees Provident Fund Act, 1952 & Employees' State Insurance Act, 1948 and its subseque nt amendments. Employees of the service provider who are covered under any other health b enefit scheme of Gol/GoK shall not be covered under the ESI, if applicable.
35		The applicability of Bonus will be decided as per The Payment of Bonus (Amendment) Act, 201 5
36		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
37		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.
		The monthly bill payment will be made subject to the submission of the following documents;
	1.	Muster Roll/ Attendance sheet of the workers signed by the Service provider/ Contractor for the particular month, with recommendation of the Security & Safety Officer, on the forma t prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971.
	2.	Salary sheet for the month showing receipt of the wages on the format prescribed in the Con tract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971
	3.	Bank statement of salary distribution to the employees deployed by the service provider.
	4.	Deposit Challan showing the individual figure of deposit of contribution of provident fund of e mployees' and employers' share, with the appropriate authority for the preceding month.
	5.	Deposit Challan showing the individual figure of deposit of contribution of ESI of employees' a nd employers' share, with the appropriate authority for the preceding month, if applicable.
	6.	Proof of any other statutory payment due to the employee by the service provider, if applica ble.
38		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
39		The Performance Bank Guarantee to be submitted by the successful bidder within the stipulat ed time as prescribed in the Gem Contract awarded
40		The Service Provider/contractor himself or their authorized representatives must visit the pre mises at least once in a week and/or whenever required and contact Security & Safety Officer s/Assistant Security & Safety Officer of SCTIMST who are the authorized persons for the security matters of the Institute. Any deficiencies in the services should be rectified immediately when pointed out by the authorized officers of SCTIMST.
41		The Service Provider/Contractor shall facilitate to introduce and enforce necessary security sy stems with the approval of SCTIMST
42		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

43	Buyer Organization Specific Integrity Pact shall have to be complied by all bidders. Integrity P act Agreement will form part and parcel of this tender. The bids not accompanied with Integrity Pact may summarily be rejected.
	Independent External Monitors: (a) Sri.Prahlad Kumar Sinha, IP & TAFS (Rtd), Ph.No.09423677066 e-mail: pekay66@gmail.co.in (b) Dr.VedPrakash, ITS(Rtd), Ph.No.9810546996, e-mail: ved60prakash@gmail.com
44	The agency should have a fully functional office at Thiruvananthapuram, Kerala. Do cumentary proof of the same should mandatorily be submitted along with the technical bid
45	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 necessar y 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.
46	If the services are found satisfactory, the Institute has the discretion to extend the contract un der the same terms and conditions on mutual consent as per Govt. Of India norms
47	The agency bidding for the contract should have at least three years experience of providing s imilar 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 provid ed services during each of the financial year
48	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/ MSEs) the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria
49	The service provider should have an overall strength of security staff (in their data bank) not I ess than three times of the requirement of security personnel of the Institute
50	The bidder shall upload the details of similar works executed by him in the past to prove his el igibility
51	The bidders shall upload the declaration of not been blacklisted/debarred/suspende d by any Governments/semi-Governments/Autonomous bodies/Board/Corporation/P rivate firms. False declaration may lead to rejection of the bid.
52	Bidder financial standing: The bidder should not be under liquidation, court receive rship or similar proceedings and should not be bankrupt. Bidder to upload an under taking to this effect. False declaration may lead to rejection of the bid.
53	The Contractor participating in this tender should be in possession of the following documents / valid licenses:- I. PSARA License IV.ESI Registration II. Labour License V. GST Resistration III. EPF Registration
54	Penalty will be imposed for the no/ under deployment of staff and amount of penalty will be d ecided as per the terms and conditions of the GeM Contract.

55	In case of any pilferage, theft or breakage etc to the property/assets of SCTIMST, the Service P rovider/ 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 u pon the parties. The service provider shall also be responsible to coordinate with the Police Au thorities as per the requirement of SCTIMST in the event 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.
56	SCTIMST, Trivandrum reserves the right to terminate the contract by serving one month's noti ce, in writing if the Institute is not satisfied about the service of the contractor. The contractor may also ask for the same by giving three month's notice but he has to provide the security s ervice till the next agency takes over. Further such terminated contractors will not be conside red in future tenders by the SCTIMST.
57	Dispute, if any, will be subject to the exclusive jurisdiction of the competent court at Thiruvan anthapuram.
58	ANNEXURE-I
	(Bidder is required to submit following Undertaking on Company's Letter He ad.
	If bidder fails to submit this undertaking, the bid will not be evaluated)
	<u>UNDERTAKING</u>
	I hereby undertake that, in compliance to GeM GTC Clause No29 (One Bid per Bidder), I have submitted only one bid in this tender. Violation of GeM GTC Clause No29, observed during evaluation or subsequent processing of this tender or during exec ution of work, will result in bid (s) disqualification/contract cancellation, forfeiture of E MD and initiation of necessary administrative actions against the firm (s) as per GeM g uidelines. I will be solely responsible for all such administrative actions.
	It is certified that:
	a) Only one bid has been submitted in the subject tender.
	b) Any sister/Associated/Allied concerns have not participated in the subject tender.
	c) Only one unit has participated in the tender, in case of more than one unit h aving common business ownership/management.
	d) GeM GTC Clause No29 is fully complied.
	Duly signed & sealed by: Authorised Representative o
	Name & Post held:
	Dated:

8. 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.

9. 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.

10. 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.

11. 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.

12. Generic

- 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

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 <u>attached categories</u>, 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.

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 <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते 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---