

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	01-09-2025 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	01-09-2025 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Science And Technology
विभाग का नाम/Department Name	Department Of Science And Technology (dst)
संगठन का नाम/Organisation Name	Sree Chitra Tirunal Institute For Medical Sciences And Technology (sctimst)
कार्यालय का नाम/Office Name	Thiruvananthapuram
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Skilled; Diploma; Non-IT Technical
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	25 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Exemption for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
अनुमानित बिड मूल्य /Estimated Bid Value	642960
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	20000

ईपीबीजी विवरण /ePBG Detail

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

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

लाभार्थी /Beneficiary :

Director

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)

विभाजन/Splitting

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. 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.

6. 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.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

8. 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.

9. 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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work & Job description:[1755585021.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1755585065.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Skilled; Diploma; Non-IT Technical (2)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled
Educational Qualification	Diploma
Type of Function	Non-IT Technical
List of Profiles	Junior Technical Assistant (Electrical)
Specialization	Three Year (Full Time) Diploma in Electrical Engineering or Equivalent with 60 percentage marks
Post Graduation	Not Required

विवरण/ Specification	मूल्य/ Values
Specialization for PG	Refer ATC
Experience	1 Year Job Experience
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	No
Name of states/ UT for geographical presence is required	Not Applicable
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Designation	Junior Technical Assistant (Electrical)

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Priya P	695011,Sree Chitra Tirunal Institute For Medical Science and Technology,Medical College PO, Triavndrum	2	• Minimum daily wage (INR) exclusive of GST : 893 • 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

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. 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

Dr. Sanjay Behari, 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. 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.

5. 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.

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

Text Clause(s)

1.	Each tenderer / bidder can submit only one tender / bid for one package in compliance with Clause No.29 of GEM GTC. Bidder's sister/ Associated/ Allied concern(s) participating or applying 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 more common persons as Director / General Terms and Conditions on GeM 4.0 (Version 1.14) dt 31st 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. <u>The bidder is required to submit a separate declaration in this regard in the format attached (Annexure I) along with the bid. Annexure I is attached as Clause No.49 of Buyer Added Bid Specific ATC.</u>
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.	<u>Qualification& Age requirement of Junior Technical Assistant (Electrical)</u> Three Year Diploma (Full Time) in Electrical Engineering or Equivalent with 60% marks. Experience: 1 Year Job Experience Desirable: Knowledge in Computer Operation Age Limit : 35 yrs

5.	The service provider has to ensure that the reservation policy of DoPT, Govt. of India to be followed, if applicable.
6.	All contract staff on duty will report to an officer nominated by the Institute.
7.	Reliever/ additional man power should be provided by the service provider, if required.
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 contract or 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 the original tender conditions.
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 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 contract 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 antecedents of all of its staff (including relievers) will be got verified from the Police Authorities by the Service Provider before deployment for work and copy of report (Police Verification Certificate) should be submitted to the Institute within fifteen days from the date of the contract. If there is a replacement done during the period of the contract, the Police Verification of the new deployment also be submitted mandatorily. Copy of bio data of all of its staff (including relievers) should be provided to Personnel & Administrative Division of the Institute.
16.	The service provider shall ensure every staff deployed at the Institute against the contract is medically fit and should obtain Medical fitness certificate from each staff (including the relievers) and submit to the Institute.
17.	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.
18.	The Service Provider/ Contractor shall be liable for any unlawful activities by the workers deployed by him / them to SCTIMST under this tender

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. Necessary fine shall be imposed for the violation.
20.	Biometric punching of attendance to be arranged by the service provider for all the contract staff deployed by them on their own cost, if required.
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 reimbursement from SCTIMST after disbursement of wages to their 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 subsequent month.
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. <u>Such increase in the wages will not have any impact on the service charges.</u>
26.	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.
27.	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. Employees of the service provider who are covered under any other health benefit scheme of GoI/GoK shall not be covered under the ESI, if applicable.
28.	The applicability of Bonus will be decided as per The Payment of Bonus (Amendment) Act, 2015
29.	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
30.	Central Government Minimum Wages is applicable for this post.

31.	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; Muster Roll/ Attendance sheet of the workers signed by the Service provider/ Contractor for the particular month, with recommendation of the concerned HoD, on the format prescribed in the Contract Labour (Regulation and Abolition Act, 1970) along with Contract Labour (Regulation and Abolition) Rules, 1971. 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 1) Bank statement of salary distribution to the employees deployed by the service provider. 2) 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. 3) 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. 4) Proof of any other statutory payment due to the employee by the service provider, if applicable.
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 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/ MSEs) 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 manpower (in their data bank) not less than three times of the requirement of the Institute
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 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 rejection of the bid.
44.	The Contractor participating in this tender should be in possession of the following documents/ valid licenses:- I. Labour License II. EPF Registration III. ESI Registration IV. GST Registration
45.	Penalty will be imposed for the no/ under deployment of staff and amount of penalty will be decided as per the terms and conditions of the GeM Contract.
46.	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 Authorities 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.
47.	SCTIMST, Trivandrum reserves the right to terminate the contract by serving one month's notice, 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 manpower till the next agency takes over. Further such terminated contractors will not be considered in future tenders by the SCTIMST.
48.	Dispute, if any, will be subject to the exclusive jurisdiction of the competent court at Thiruvananthapuram.

49. _

ANNEXURE-I

(Bidder is required to submit following Undertaking on Company's Letter Head.

If bidder fails to submit this undertaking, the bid will not be evaluated)

UNDERTAKING

I hereby undertake that, in compliance to GeM GTC Clause No.-29 (One Bid per Bidder), I have submitted only one bid in this tender. Violation of GeM GTC Clause No.-29, observed during evaluation or subsequent processing of this tender or during execution of work, will result in bid (s) disqualification/contract cancellation, forfeiture of EMD and initiation of necessary administrative actions against the firm (s) as per GeM guidelines. 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 having common business ownership/management.

d) GeM GTC Clause No.-29 is fully complied.

**Duly signed & sealed by: Authorised Representative of the firm
Name & Post held:**

Dated:

7. 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.

8. 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

Dr. Sanjay Behari, 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.

9. 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.

अस्वीकरण/Disclaimer

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

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

such representations.

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

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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

---धन्यवाद/Thank You---