

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	11-07-2025 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	11-07-2025 11:30:00
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 Labour And Employment
विभाग का नाम / Department Name	Employees State Insurance Corporation
संगठन का नाम / Organisation Name	Employees State Insurance Corporation
कार्यालय का नाम / Office Name	Esic Hospital Ezhukone Kollam
वस्तु श्रेणी / Item Category	Financial Audit Services - Review of Financial Statements; CAG Empaneled Audit or CA Firm
अनुबंध अवधि / Contract Period	1 Year(s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No
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) *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
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?	No
बिड से रिवर्स नीलामी सक्रिय किया / Bid to RA enabled	No

बिड विवरण/Bid Details	
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
अनुमानित बिड मूल्य /Estimated Bid Value	96000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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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) 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 :

Medical Superintendent
ESIC Hospital Ezhukone Kollam, Employees State Insurance Corporation, Employees State Insurance Corporation,
Ministry of Labour and Employment
(Dr.biju. R)

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. 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.
2. 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.
3. 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.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Financial Audit Services - Review Of Financial Statements; CAG Empaneled Audit Or CA Firm (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	Review of Financial Statements
Type of Financial Audit Partner	CAG Empaneled Audit or CA Firm
Type of Financial Audit	Internal Audit
Category of Work under Financial Audit	Internal Control over Financial Reporting
Type of Industries/Functions	Operational & Administrative
Frequency of Progress Report	Monthly
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	Monthly

विवरण/ Specification	मूल्य/ Values
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	NA

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / To be set as 1	अतिरिक्त आवश्यकता /Additional Requirement
1	Padmakumar C	691505,ESIC Hospital, Ezhukone, Kollam, Kerala - 691505	1	N/A

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Additional Terms and conditions

Introduction:

Employees' State Insurance Corporation is a statutory body under the Ministry of Labour and Employment, Government of India. The Employees' State Insurance Scheme, established under the Employees' State Insurance Act of 1948, is a comprehensive social security insurance program designed to provide social security to Insured Persons/dependents as defined by the Act, against the impact of contingencies of sickness, maternity, disablement and death due to employment injury and to provide medical care to insured persons and their families. The ESI Act is applicable to all non-seasonal factories and establishments as per notification of appropriate Governments. The ESI Act, 1948 applies to factories/establishment employing 10 or more persons. The employees of registered factories

and establishments drawing wages up to Rs. 21000/- per month (Rs. 25,000/- for Persons with Disability) are covered under the Act.

Medical Superintendent, ESIC Hospital, Ezhukone, Kollam, Kerala is looking to engage C&AG empanelled Chartered Accountant (CA) firms to assist in timely preparation/submission of financial statement including March (Provisional) and March Final of ESIC Hospital, Ezhukone for the financial year 25-26, in order to ensure finalization of Accounts of the ESIC within timelines and correctness of the various entries carried out therein by various accounting units.

INSTRUCTIONS TO THE BIDDERS:

1. In addition to the instructions of GeM portal, instructions and terms and conditions specific to this bid are also applicable. Tender must be submitted through GeM only. The bidders shall upload all the documents as per eligibility criteria for bidders. The bid received in physical mode shall not be considered at all.
2. Any corrigendum to this tender will be notified through the ESIC website and/or GeM portal only and no newspaper advertisement shall be given.
3. The Bidder is expected to examine all instructions, eligibility criteria, forms, General terms and conditions and Special Terms and Conditions in the tender document. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.
4. The bidders may seek or submit their queries regarding this bid on or before the pre bid meeting which shall be held at ESIC Hospital, Ezhukone and the same shall be clarified through the pre bid meeting minutes/clarification. The queries received after the date of pre bid meeting shall not be responded and shall not be considered in the bid evaluation.
5. Any attempt to negotiate directly or indirectly on the part of the Bidder with the authority competent to finally accept the Tender, or influence the acceptance of the tender by any means will result in his bid excluded from consideration.
6. Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing the documents mentioned in the tender notification will summarily be rejected.
7. Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their Tenders rejected outrightly.
8. The bidder, at the bidder's own responsibility and risk, may visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.
9. It requires that ESIC Hospital, Ezhukone as well as bidder observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ESIC Hospital, Ezhukone will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

n. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the ESIC contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing an ESIC contract.

10. The Medical Superintendent, ESIC Hospital, Ezhukone reserves the right to accept or reject any bid without assigning any reason at any time at any stage of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders or of the grounds for Hospital's action.
11. Clarification regarding this tender may be sought through email at ms-ezhukone.ke@esic.nic.in
12. Corrigendum/Clarification issued by the Medical Superintendent, ESIC Hospital, Ezhukone after the Pre bid meeting shall be applicable to all bidders and it has to be complied by all bidders. If any bidder has submitted their bid before the issue of Pre bid clarification/Corrigendum without complying the pre bid clarification/corrigendum shall not be entertained and their bid shall not be considered for next stage of bid.
13. This bid is a two-bid system and the bidder who is technically qualified in the technical bid alone shall be eligible for the financial bid and the details of the bidder eligible for the financial bid shall be updated in the Gem Portal only.

BIDDER ELIGIBILITY CONDITIONS:

Eligibility Criteria for Empanelment of CA Firm

1. Applicant firm should be handling similar works from at least last 5 years.
2. Applicant firm should be empanelled with CA&G and ESIC holds the rights to terminate the contract if CA firm or any of its partners/members get debarred and/or blacklisted by Central/State government organisation, statutory Organisation or PSU.
3. Average annual turnover of firm for the last three years should be at least 50 lakhs.
4. Applicant firm and its partner should not have been held guilty of any professional misconduct under Chartered Accountants Act, 1949 (as amended) during last five years or penalized under any of the tax laws by ICAI or any government/statutory Organisation or PSU.
5. Applicant firm or its partners should not be facing any investigation or enquiry by any tax authority for violation of any of the tax laws and did not face any such litigation before Hon'ble Court(s).

The Medical Superintendent of this hospital reserves the right to modify or relax the eligibility criteria in case sufficient numbers of the Bidders are unable to fulfil the required criteria. No relaxation will be given as far as statutory requirement

s are concerned.

BID EVALUATION:

1. The bids received and found deficient on account of registrations, documents or any required information are liable to be rejected summarily.
2. The Bids from Individual/Firm/Organization including its Partners/ Shareholders/ Directors who have been black listed/prosecuted by any departments/statutory bodies in any State or by any Court of Law, shall not be entertained.
3. The bid received without Bid security (EMD) shall be rejected at the bid opening stage.
4. The earnest Money Deposit (EMD) shall be refunded to the unsuccessful bidders after finalization of the Tender process.
5. EMD shall be refunded to the successful tender on receipt of Security deposit or shall be allowed to be adjusted towards security deposit.
6. No interest is payable on the EMD.
7. The bid security deposit may be forfeited:
 - (i) If a bidder withdraws his bid during the specified period of bid validity specified in the bid document.
 - (ii) In the case of successful bidder, if the bidder fails to:
 - Accept the offer of contract.
 - Furnish the Performance Security within the time specified in the document.
8. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and service providers for services are eligible for exemption for EMD. Traders are excluded from the purview of this policy. The EMD exemption exclusion shall be considered for the above category only. Others shall be considered as the bid received without EMD only.
9. Based on the evaluation and recommendation of the committee nominated by the Medical Superintendent, the bidder shall be recommended for next stage of the tender. Technically qualified bidders with reference to the eligibility conditions will alone be considered for the evaluation of financial bid. The decision of the Medical Superintendent on the recommendation of the committee is final.
10. The bidder should quote only for the rate percentage (%) of administrative charges / service charges in the Financial Bid.
11. The service provider should quote the service charges as a percentage of

monthly wage bills exclusive of GST. Bidders are informed to quote service charge as per DoE OM No.F/6/1/2023-PPD dt.06.01.2023, as proposed by GeM. The bidder quoting service charge less than the minimum charge as mentioned in the above shall be summarily rejected and shall not be considered.

12. The service charges quoted by the bidder is for all kinds of claim by bidder viz., bidder's profit and for other statutory liability and any other sundry charges, if any.
13. Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the lowest service charge, in compliance with the conditions mentioned above, shall be awarded the contract. If more than one bidder quotes the same rate, then the successful bid shall be finalised based on the two options as detailed below:
 1. Placement of contract based on the Algorithm runs by GeM system (or)
 - a. Placement of contract on anyone of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.
 2. The decision of Medical Superintendent, ESIC Hospital, Ezhukone in this regard is final.

PERFORMANCE SECURITY DEPOSIT:

1. The successful bidder shall furnish, a Performance security deposit equivalent to 5% of the value of the contract in the form of Banker's cheque or Demand Draft from any scheduled Bank in favour of "ESIC Fund A/C No.2" payable at Kollam before the execution of contract.
2. No interest will be accrued and paid on the security deposit. This amount will be refunded after satisfactory fulfilment of the contract and all accounts thereafter shall be settled after six months from the date of last bill raised subject to adjustment of any claim of Hospital, arising out of terms & conditions pertaining to the tender.
3. Performance Security Deposit shall be forfeited in the event of violation of any of the mentioned terms and conditions of the contract.

COMMENCEMENT OF CONTRACT:

1. The successful bidder shall be notified and the ESIC Hospital will send the successful bidder the work order on the official e-mail address of the bidder/Gem.
2. The successful bidder shall acknowledge the same and will revert with the letter of acceptance of the work order immediately.
3. The successful bidder will have to enter into an agreement with the Medical Superintendent, ESIC Hospital, Ezhukone on a Non judicial stamp paper of Rs.100/- (Stamp duty to be borne by the bidder) as per the requirement on these terms

and conditions before commencing the Contract. The GeM contract and the contents of additional terms and conditions of this tender notification shall become part and parcel of the agreement. The agreement will be valid during the contract period commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing. The period of contract shall be as per the period mentioned in the agreement.

4. The successful bidder shall furnish the Performance Security deposit as detailed in the terms and conditions of this Tender notification.

Period of Contract:

1. The period of Contract of the Appointment of the selected bidder shall be for a period of one year i.e. FY 2025-26 (which may be extended till finalization of Accounts).
2. The successful Bidder shall not sublet the contract to any other agency/firm.

STATUTORY COMPLIANCE:

1. The successful bidder /contractor shall be responsible for compliance of all applicable statutory Law/provisions,
2. The successful bidder /contractor shall also be liable for all taxes, levies, cess etc. on account of service rendered by them to the hospital to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

Detailed scope of work:

1. Assist in finalization of March (Provisional) 2025-26 Accounts and finalization of March (Final) 2025-26.
2. Scrutiny of Accounts for financial year 2025-26 keeping in view classification of income and expenditure including verification of accounting adjustments/rectification of errors, omission in books of accounts and clearing suspense entries. All effort should be made to ensure that:
 - a. *The expenditures are 100% reconciled with the statements(R&P) of concerned unit.*
 - b. *There are no obvious errors in accounts like "Minus balances in receipt and expenditure. Such balances need to be examined in detail and rectification entry need to be passed before sending accounts to headquarters.*
 - c. *The accounts are free of all mathematical errors/mistakes.*
 - d. *Expenditures under all account's heads are tallied with respective subsidiary ledgers.*
 - e. *Any unusual increase/decrease/divergent trend in any head of expense is examined and rectified.*
 - f. *Classification of expenditure between hospital and medical education, R*

egional offices/Sub regional offices and DCBO is done correctly.

g. Classification of Prior period items is done properly.

h. Verification of physical verification of cash in hand and reconciliation with cash book should be done.

i. Verification of reconciliation of Bank Balance with Bank statement should be done.

j. Verification of reconciliation of all statutory dues (not limited to TDS. TDS on GST) should be done properly.

k. Verification reconciliation of security deposit, unclassified receipt, Pension payments, NPS, miscellaneous advances on monthly basis should be done properly.

l. Verification reconciliation of exchange account and suspense slip should be done properly.

m. Verification accounting of disposed assets along with profit/loss should be done properly.

3. Checking of provisions for Permanent Disablement Benefit (PDB), Dependent Benefits, ESIC COVID-19 relief scheme, Employee Benefit Reserve Fund (EBRF) etc.

4. Checking of provisions for Pension, Gratuity, Leave Encashment and Pensioners Medical Scheme (PMS), Liabilities.

5. Verification/vetting of physical verification of Fixed Assets with Register of Fixed Asset.

6. Verification/vetting of physical verification of the closing inventories, Stores and consumables etc. as on 31st March 2026.

7. Assistance in preparation/verification of ESIC Budget of concerned unit.

8. Guidance and assistance on audit observations of ESIC.

9 Assist in maintaining party ledgers, other receipts & payment ledgers, Assets and Liability Ledgers, monthly accounts on the basis of ledgers, calculation of Depreciation on fixed Assets, preparation of March (Provisional) and March Final Accounts duly reconciled with vouchers, preparation of budget, reconciliation BRS, verification of liability created and discharged.

10. Special emphasis may be given to the verification of following (but not limited to):

a. Verification in case of asset disposal recording of depreciation, gain/loss booking,

b Classification of Annual repair, maintenance and special repair maintenance.

c. Debt, Deposit reconciliation and advances receipts

d. Provision evaluation/calculation.

e. Inventory accounting

- f. Super specialty treatment (SST) advances (if any),*
- g. Salary calculation, special reference to the people on deputation and hired on contractual basis for special services.*
- h. Verification of classification and payment with respect to instructions by ESIC for On-account payment, PIP etc. made to States.*
- i. Assistance and training (if required) to resources deployed in concerned unit.*

11. Further, any other financial opinion/help/guidance/verification/vetting required/sought by Financial Commissioner and Director General, ESIC in any matter. Any other financial report and compilation required by financial division.

12. The above scope of work is indicative in nature and may be enhanced/curtailed as per the requirements of the division.

Estimated cost:

- 1) All the activities defined in scope of work mentioned above may require deploying sufficient number of CA for said work from time to time.
- 2) The firm has to make one visit in a month by deploying sufficient number of CA at the ESIC Hospital, Ezhukone, Kollam and this hospital shall pay Rs. 8000/- per visit per month in connection with the above work.

Location of Work: Empanelled CA Firm has to provide services at ESIC Hospital, Ezhukone, Kollam, Kerala.

Report:

The detailed report(s) of visiting unit will be submitted in single hard copy to the Administrative Head and the Finance head of the unit. Further, the Administrative Head and the Finance head of the unit forward the said report with analysis/findings and recommendations (if any) to Financial Commissioner/Additional Commissioner, ESIC Hqrs. Soft Copy of report with analysis/findings and recommendations (if any) has also to be submitted in MS Excel/Word through email to ac-fin@esic.nic.in ESIC Hqrs may direct the Empanelled CA firm of field unit for any specific work or any detailed work report.

Payment:

1. The contractor shall have to submit the monthly bill in duplicate complete in all respects addressed to Medical Superintendent, ESIC Hospital, Ezhukone,
2. The monthly bill for the respective quarter along with the service charges quoted by the contractor and the applicable GST shall be paid to the service provide

r.

3. Monthly remuneration may be paid to the empanelled agency in accordance with the visits paid by the CA as per the bill raised by the empanelled agency and visits acknowledge by units in respect of work assigned and performed as defined in scope of work subject to the satisfaction of work and report submitted by empanelled CA firm. All mandatory deductions like Taxes/TDS as applicable shall be done as per statutory provisions. The empanelled Chartered Accountant Firm shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the services. ESIC reserves the right to deduct any amount from the bill as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of the ESIC will be the final and binding in this regard.

Penalties:

If the empanelled CA Firm there off is found guilty of gross negligence, lack of duty of care, misrepresentation and misstatement of facts, hiding the facts, falsification, undue delay in performance of duties, using or giving the details gathered during the assignment to other parties without permission of the ESIC, non-observation of instructions given by the ESIC, unauthorized retention of records of the ESIC, violating the terms and conditions of this assignment, indulging in malafide practices or any other cognizable offence or breach, the firm shall be punishable as deemed appropriate by the ESIC or in case of delay in carrying out the work, penalty at the rate of 1% per week of the total billing amount limited to 10% of fee may be levied.

Termination of Contract:

1. If service provider is found responsible for any leakage of information, lobbying, bribing etc., then ESIC have the right to terminate the contract and if required as per applicable law, action deemed fit may be initiated against the empanelled CA firm. Also, if cumulative penalties reaches 10% of contract value, competent authority may terminate the contract.
2. In case of breach of any term and condition of the contract, the Medical Superintendent, ESIC Hospital, Ezhukone reserves the right to forfeit the Performance Security Deposit apart from terminating the contract, in whole or in part, at any time by giving one-month notice. However, the Service Provider needs to give 3 months' notice in case of premature termination of contract. During the notice period, both the parties will maintain the status quo.

Standard Terms & Conditions for the service for agreement :-

1. Generic standard terms and conditions for the service are as under -
2. The persons deployed shall, during the course of their work, will have access to

the classified documents, which they are not supposed to divulge to any third party(s), and shall maintain confidentiality. Any breach of this confidentiality obligation shall make the service provider liable for penal action under the applicable laws besides action for breach of contract.

3. The service provider shall provide a suitable resource well in advance if there is any probability of the person leaving the job due to his/her own personal reasons.
4. In case, service provider finds any serious financial irregularity (es) and points relating to grave deficiencies, then the same is required to be communicated to competent authority/officers of the ESIC immediately without waiting for the time of submission of the report.
5. All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the ESIC.
6. Even though Tender start with effect from the date of agreement, the empanelled firm has to complete assigned work of whole financial year 2025-2026 and payment will also be done for the same.

DISPUTE SETTLEMENT:

1. All disputes or difference whatsoever arising between the parties out of or relating to means, operation of this contract or the breach thereof shall be settled by Arbitration in terms of "The arbitration and conciliation Act, 1996" with all statutory modifications and award made in pursuance thereof shall be binding on the parties.
2. In case of any dispute and differences of opinion arising out of this contract, both parties shall try to resolve the same amicably by mutual consultation duly recorded.
3. All the disputes will be subject to the jurisdiction of Court situated at Kollam only.

RISK CLAUSE:

1. Contractor and its staff shall take proper and reasonable precautions to prevent from loss, destructions, waste or misuse the areas of responsibility given to them by the ESIC Hospital, Ezhukone and shall not knowingly lend to any person or company any of the effects or assets of the ESIC under its control.
2. The Contractor shall, in performing its part of this Agreement, ensure the safety of the persons working in or visiting the ESIC's premises and shall indemnify ESIC for any loss or damage caused by any act of the service provider or his employees, etc.

FORCE MAJEURE CLAUSE:

1. The Service provider shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
2. For purpose of this clause, "Force Majeure" means an event beyond the control of the Service provider and not involving the Service provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to war, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the Service provider shall promptly notify the Medical Superintendent, ESIC Hospital, Ezhukone in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the Service provider shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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---