

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	30-06-2025 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	30-06-2025 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 Tiruppur
क्रेता ईमेल/Buyer Email	proc-esichtup.tn@esic.gov.in
वस्तु श्रेणी /Item Category	Local Chemist Empanelment Service
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	6 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
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) *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
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
अनुमानित बिड मूल्य /Estimated Bid Value	1200000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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	24000

#### 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).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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 :

ESIC Fund A/c Number 1 payable at Tiruppur  
ESIC Hospital Tiruppur, Employees State Insurance Corporation, Employees State Insurance Corporation, Ministry of Labour and Employment  
(Esic Fund A/c Number 1 Payable At Tiruppur)

## विभाजन/Splitting

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

## एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid 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.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band 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.

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

**Scope of Work:**[1748670277.pdf](#)

**Delivery Terms (Delivery Schedule):**[1748670407.pdf](#)

**Payment Terms:**[1748684392.pdf](#)

**Additional SLA:**[1748684417.pdf](#)

## Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
16-06-2025 11:00:00	ESIC Hospital, Tiruppur. (email:proc-esichtup.tn@esic.gov.in)

## Local Chemist Empanelment Service ( 1 )

### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Medicine Type	Branded Medicines
Distance from Buyer/Consignee Location	50 km
एडऑन /Addon(s)	

### 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 / Estimated Total Procurement Value without discount (INR) as per the Medicine type selected in the specification	अतिरिक्त आवश्यकता /Additional Requirement
1	Prasath Kumar G	641603,EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL, EMPLOYEES' STATE INSURANCE CORPORATION, Poovulapetti to Thirumurugan Poondi ring road, Tiruppur	1	N/A

## Local Chemist Empanelment Service ( 1 )

### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Medicine Type	Generic Medicines

विवरण/ Specification	मूल्य/ Values
Distance from Buyer/Consignee Location	50 km
एडऑन /Addon(s)	

#### 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 / Estimated Total Procurement Value without discount (INR) as per the Medicine type selected in the specification	अतिरिक्त आवश्यकता /Additional Requirement
1	Prasath Kumar G	641603,EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL, EMPLOYEES' STATE INSURANCE CORPORATION, Poovulapetti to Thirumurugan Poondi ring road, Tiruppur	1	N/A

#### Local Chemist Empanelment Service ( 1 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Medicine Type	Branded Surgical Consumable items
Distance from Buyer/Consignee Location	50 km
एडऑन /Addon(s)	

#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Estimated Total Procurement Value without discount (INR) as per the Medicine type selected in the specification	अतिरिक्त आवश्यकता /Additional Requirement
1	Prasath Kumar G	641603,EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL, EMPLOYEES' STATE INSURANCE CORPORATION, Poovulapetti to Thirumurugan Poondi ring road, Tiruppur	1	N/A

### Local Chemist Empanelment Service ( 1 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Medicine Type	Generic Surgical Consumable items
Distance from Buyer/Consignee Location	50 km
<b>एडऑन /Addon(s)</b>	

#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Estimated Total Procurement Value without discount (INR) as per the Medicine type selected in the specification	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Estimated Total Procurement Value without discount (INR) as per the Medicine type selected in the specification	अतिरिक्त आवश्यकता /Additional Requirement
1	Prasath Kumar G	641603,EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL, EMPLOYEES' STATE INSURANCE CORPORATION, Poovulapetti to Thirumurugan Poondi ring road, Tiruppur	1	N/A

### Local Chemist Empanelment Service ( 1 )

#### तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Medicine Type	Oncology Medicines
Distance from Buyer/Consignee Location	50 km
एडऑन /Addon(s)	

#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Estimated Total Procurement Value without discount (INR) as per the Medicine type selected in the specification	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Estimated Total Procurement Value without discount (INR) as per the Medicine type selected in the specification	अतिरिक्त आवश्यकता /Additional Requirement
1	Prasath Kumar G	641603,EMPLOYEES' STATE INSURANCE CORPORATION HOSPITAL, EMPLOYEES' STATE INSURANCE CORPORATION, Poovulapetti to Thirumurugan Poondi ring road, Tiruppur	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

#### General Terms and Conditions

1. **Introduction:** The Medical Superintendent, ESIC hospital, Tiruppur – 641 603 invites tender for Empanelment of Local Chemist for supply of Drugs and Dressings.

2. **Instruction to the Bidder:**

**Estimated Value (approx..) for annual procurement of Drugs and Dressings through empaneled local chemist: Rs. 12,00,000/-**

- Bidder are requested that, before quoting their rates or submitting tender, the tender form may please be read thoroughly, otherwise purchaser will not be held responsible for any error/ oversight of the bidder and likely rejection of bid. Firms intending to participate in the tender should first ensure that they fulfill all the eligibility criteria as prescribed under the terms and conditions mentioned herein before, otherwise the tender will be summarily rejected.
- The Medical Superintendent, ESIC hospital, Tiruppur – 641 603 reserves the right to ignore / reject any bid, which fails to comply with the following instructions, terms & conditions.
- Any suggestion/representation for amendment to the bid document must be received one day prior to the pre-bid meeting through email (proc-esichtup.tn@esic.gov.in) and hard copy of the same must be received on or before the date of pre-bid meeting failing which the representation/suggestion may not be considered.
- The Medical Superintendent, ESIC hospital, Tiruppur – 641 603 reserves to accept any tender in full or in part, to reject any bid or all at any time without assigning any reason(s) thereof and have the right to plac



e orders on one or more firms.

3. **Performance Security:**

- i. The successful bidder shall have to submit a performance security of Rs.60,000/- (Rupees Sixty Thousand only) (5% of approximate annual procurement value) in the form of a demand draft only for the due compliance & fulfillment of the terms and condition of the contract within 15 days from the award of contract.
  - ii. Demand Draft should be drawn in favour of **ESIC FUND A/c. No.1** payable at Tiruppur.
  - iii. The performance security shall be valid for the duration of the contract period 2 year plus 2 months totally 26 months. In case of extension of the contract on mutual agreement the performance security must be extended.
  - iv. On due performance and successful completion of the contract obligations as well as satisfactory performance report from user, the performance security shall be returned without any interest.
  - v. On unsatisfactory performance or violation of terms and conditions of the contract, will make the contractor liable for forfeiture of Performance security. The decision of competent authority will be final in this count.
  - vi. If the successful bidder fails in fulfilling terms & conditions of the tender, it is treated as breach of contract and the Medical Superintendent shall be entitled to make other arrangement at the risk and expense of the supplier. On due performance and completion of the contract in all respects, the security deposit will be refunded to the supplier without any interest, on presentation of satisfactory performance report from the user unit. **Performance Security will be forfeited in case of unsatisfactory performance report.**
4. **Pre-Bid Meeting:** With the prospective bidders shall be held at ESIC Hospital, Tiruppur as per the schedule date and time mentioned in the document. All the prospective bidders are requested to send comments/ representations on or before pre-bid meeting.

5. **Scope of work**

The successful bidder has to supply the drugs & dressings to ESIC hospital, Pooluvapatti to Thirumuruganpoondi ring road, Tiruppur – 641 603, (F.O.R. basis) based on the indent/Purchase order placed by this hospital.

6. **Period of Contract:** The contract is initially valid for a period of Two years from the date of signing of agreement and further extendable for one more year on mutual consent basis.

7. **Pre Qualification Criteria:**

- a) The bidder must have Chemist Shop/Commercial Establishment within 50 Km distance from ESIC Hospital, Pooluvapatti to Thirumuruganpoondi ring road, Tiruppur – 641 603.
- b) The bidder must have experience of supplying medicines to Govt./Private hospital(s) or experience of retail sale of medicines for 03 financial years.
- c) Bidder(s) participating in Tender must have valid retail license issued by Drug Controller Authority of the state for running the chemist shop for various categories of Allopathic drugs as applicable under the provisions of Drug & Cosmetic Act 1940, as on the date of bid opening above, for various categories.
- d) The bidder must have a minimum average annual turnover of 6 lakhs. Turnover Certificate for preceding three financial years from the Chartered Accountant in addition to the audited balance sheet should be uploaded by the bidder to this effect.
- e) Undertaking certificate as per Annexure-A should be submitted.
- f) Integrity pact as per Annexure-B should be submitted.

## 8. **Acceptance of Tender (Prices)**

The Acceptance of the tender will normally be on the basis of maximum discount offered by the local chemist. Separate discounts should be quoted for Branded Medicine, Generic Medicine, Branded surgical consumable items, Generic surgical consumable items and Oncology medicines.

Sl.No.	Type of Medicine	Minimum discount offered
1	Branded Medicine	should not be less than 18% on M.R.P
2	Generic Medicine	should not be less than 50% on M.R.P
3	Branded surgical consumable items	should not be less than 30% on M.R.P
4	Generic surgical consumable items	should not be less than 50% on M.R.P
5	Oncology medicines	should not be less than 30% on M.R.P

The chemist will be paid on M.R.P i.e. Maximum Retail Price (which is printed on the packing /flaps /bottles) less discount and no Sales Tax, Octroi or any other levy/tax will be paid which has to be borne by the chemist. Tampering on the printed MRP of the manufacturer by the local chemist by use of stickers or any other means will not be accepted. **Items like Bandage. Gauge & Cotton will be treated as generic and discount will be applied accordingly.**

## 9. **Discount Offer:**

- a) The quoted discount (in %) should be on the Maximum Retail Price (MRP). The M.R.P should include all taxes including GST, surcharge and other taxes and other charges including packing and delivery charges. No other charges will be paid separately.
- b) However according to terms and conditions of this tender, the discount in the bill is less than the offered discount; it will be considered as breach of contract.

## 10. **Delivery Terms**

- a) The delivery of supplies will be made on next day by 10 AM of the collection of the Purchase order, at the premises of the hospital on F.O.R basis.
- b) Maximum allowable time for delivery of supplies will be 48 hours (Two days) from the collection of the purchase order.
- c) Drugs needed on an EMERGENCY/URGENT basis shall be supplied within 06 hours of request of the same. On no account should there be a delay or refusal by the local chemist to supply the drugs ordered.

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## 11. **Penalty Clause:**

- a) In case drugs are not delivered as per the condition 10a, 10b, 10c the contract is liable to be cancelled at his own risk and cost. But if the delay shall have arisen from any cause, such as strikes, lockouts, fire accidents, riots etc., which, the Medical Superintendent, ESIC Hospital, Tiruppur may admit it as reasonable ground for further time, the Medical Superintendent may allow such additional time required by circumstances of the case.
- b) Any extra cost involved in arranging supplies from alternative source will be recovered from his subsequent/pending bills/security deposit.
- c) Irregular supply/failure to fulfill the terms and conditions of the contract may entail for closure of contract.

contract and forfeiture of security deposit.

12. The Medicines /drugs to be supplied should be of standard quality. In case, it is found that any particular medicines have expired, or is substandard or spurious, the local Chemist is liable to be black listed for a period of three years for future participation in any ESI Tender. Besides, any other legal action as deemed fit will be taken. If for any unavoidable reason beyond your control to the satisfaction of the purchaser, it is not possible for Local chemist to immediately supply the medicines and the hospital is compelled to procure the same from other Local Chemist, extra expenditure incurred on this account will be recovered from subsequent bill(s)/security deposit. Under no circumstances the medicines requested in the supply order, be substituted for a different generic molecule than the one asked for.

13. The contractor should give a declaration that the medicines/article supplied for this contract shall be of the best quality and in accordance with the specification as indented and if the drugs/ articles are discovered not to conform to the description and the quality afore said have deteriorated the purchaser in that case will be entitled to reject the said article or such part thereof as may be found not conforming to the said description and quality. On such rejection such article(s) or such part thereof as the purchaser may decide, will be replaced forthwith, failing which the same may arise by reason of breach of the condition of the contract or otherwise. The decision of the Purchaser in that behalf will be final and conclusive.

14. In case the ordered items are not used by the user departments within 03-days of the supply because of unforeseen circumstances like death of the patient, transfer out of the patient, patient discharged etc, the same should be taken back by the supplier at his own risk and cost.

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#### 15. **Payment Terms:**

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- a) **Presentation of bill;** The contractor shall present separate bill for each purchase order at the time of supply of drugs and dressings.
- b) Each bill should contain bill amount (with split up of taxable value + GST), bill number & date, reference purchase order number & date, name, address and GST registration number of the Chemist.

#### **Example bill format**

Sl. No	Particulars/ Combination/ MFR	Packing	Batch	Expiry	Order qty.	Supplied qty.	M.R.P	Unit (as per packing)	Cost	Discount %	Disc. Amt.	Net Amt.	R.P.U
1		10's			50	50	100	5	500	20	100	400	8.0
2		1's			10	10	550	10	5500	30	1650	3850	385.0
3		30's			90	90	450	3	1350	60	810	540	6.0
<b>Net Amount Total</b>												<b>4790</b>	

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- c) GST deduction is applicable as per rule.
- d) TDS GST on the value excluding the GST on Medicine shall be deducted while settling the bills.
- e) Payments will be made after the certification of drugs whether it is the exactly ordered Generic or branded drugs by the stores along with acknowledged copy of GRN.
- f) The contractor shall claim payments once in a month.
- g) Payment of the bills prescribed in complete forms and in time will normally be arranged within 30 days from the date of presentation. However, no claim shall be made by the contractor against the ESI Corporation in respect of interest or damage in case the payment is delayed for any reason beyond the control of ESI Corporation.
- h) The payment shall be made through electronic mode only (RTGS/NEFT). Hence bank details to be submitted along with the bills. (Bank, Branch, A/c No., IFSC & MICR).
- i) The purchaser reserves right to demand in any case, the original of the supplier's invoices for verification of the Net Trade Price claimed by the contractor.

16. **Inspection of Store:** Supplies shall be accepted subject to inspection by Medical Superintendent, ESIC Hospital, Tiruppur or his assigned representative. Any defect found in the materials will render the supplies open to rejection and decision of the Medical Superintendent, ESIC Hospital, Tiruppur shall be final and legally binding. The rejected drugs shall be returned to the suppliers at their risks and costs.

17. The successful bidder shall, whenever call upon to do so give full information with reference to the services in hand and shall also permit the Medical Superintendent or any other officer nominated by him to inspect the premises of the tenderer at all reasonable times and shall give full assistance and information as may be required by him in connection with the contract.

18. **Responsibility for executing contract:**

- a) The contractor is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.
- b) The contractor shall not sublet transfer or assign the contract or any part thereof. In the event of the contractor contravening this condition, Medical Superintendent shall be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the Medical Superintendent, ESIC Hospital, Tiruppur, may sustain in consequence or arising out of such replacing of the contract.
- c) The contractor will maintain sufficient stock of the standard quality of medicines at all times to avoid inconvenience to ESI Beneficiaries. The contractor will also maintain sufficient stock of generic division of the reputed /leading manufacturers of drugs. The Contractor will indicate Batch number, Name of manufacturer and Expiry date on delivery challans/ invoices at the time of supplying the drugs at ESIC Hospital, Tiruppur.
- d) Indents are to be accepted, only if duly countersigned by the Medical Superintendent/Store in charge of the Hospital.

19. **Subletting of contract:** The firm shall not assign or sublet the contract or any part of it to any other person or party.

20. **Recovery of sums due:** Whenever any claim for the payment of a sum of money arises out of or under this contract against the contractor (local chemist) the purchaser shall be entitled to recover such sum by appropriating, in part or whole the security/earnest money deposited by the contractor, when t

he balance or the total sum to be recoverable, as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.

21. The contractor or their authorized representative(s) will visit the issue section and Medical Store section of this hospital daily on working days between 3:00 pm to 4:00 pm from Monday to Friday and between 12:00 noon to 1:00 pm on Saturday to collect the order of local purchase, if any. On Sundays/ Holidays and beyond normal working hours, emergency orders may be placed by the Casualty Medical Officer under his name and seal.
22. After obtaining the order as specified in clause above, the contractor shall supply the materials as per order to the Store Section (Medical) of this hospital on the next day by 9:00 am. In case of order placed by the store on Saturday the supply shall be made on the next working day and for emergency orders supply will be made to the respective wards as mentioned in the requisition (verbal/written). In emergency and exceptional situations, drugs and dressings supplied outside office hours will be received by the officials of Casualty department but the contractor will ensure that the challan is re-verified in the medical store department on the immediate next working day.
23. **Risk Purchase:** In case of failure to supply any or all items as per requisition /purchase order /prescribed item or failure to turn up to collect the orders from the hospital, it shall be treated as 'non-compliance' and 'breach of contract', and the order in part or full shall be arranged from alternative source(s) at the discretion of the hospital authority and the difference in prices will be realized from the contract or with whom the contract is made by way of any of his subsequent/pending bills or security deposit.
24. The contractor or his representative should be available / approachable for 24 hours over phone for supply of drugs and dressings. In case of any emergency requirement, if the order is placed for any item any time, the requisitioned item shall have to be supplied immediately. The contact telephone number and mobile number must be provided to the hospital authority for such purpose.
25. During normal office hours, the Medical Store Section will receive the drugs, dressings etc. and will verify the 'maximum retail price' & other particulars and certify on the challans as well as bills.
26. Against each item, the Maximum Retail Price (MRP), selling price, taxes claimed, etc., must be clearly mentioned along with the batch/lot no, Manufacturing date, Expiry date, in the daily challans and the bills submitted fortnightly.
27. All Challans as well as the Bills are to be submitted strictly in triplicate. Bill should be pre receipted with application of revenue Stamp wherever necessary. Care should be taken to submit the challans and bills duly completed and without any errors to prevent rejection / cancellation / delay in their processing of bills.
28. All items / drugs / dressings must have sufficient useful life for use in hand, before it is supplied to this hospital.
29. **Validity of Rates quoted:** The rates quoted will remain valid for a period of Two years from the date of signing of agreement and extendable for One more year on mutual consent basis.
30. The Medical Superintendent has full power to cancel the contract between the contract tenure.
31. **Force majeure clause.**
  - a. The contractor 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.
  - b. For purpose of this clause, "Force Majeure" means an event beyond the control the supplier and not inv

olving the supplier'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.

c. If a Force Majeure situation arises, the supplier shall promptly notify the Medical Superintendent, ESIC Hospital, Tiruppur in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier 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.

### **32. Arbitration:-**

Any dispute and differences relating to the meaning of the specifications, design, drawings and instructions herein before mentioned and as to the quality of workmanship of materials used in the work or as to any other question, claim, right, matter of thing whatsoever in any way arising out of or relating to the contract, designs, drawings, Specifications, estimates, instructions or these conditions or otherwise concerning the works or the execution failure to execute the same whether arising during the progress of the work or after the completion abandonment thereof in respect of which amicable settlement has not been reached, shall be referred to the Sole Arbitration of the **Arbitrator appointed by Medical Superintendent ESIC Hospital, Tiruppur** who shall proceed as per the Arbitration Act, 1996 (as amended as rules framed there under) Jurisdiction of Tiruppur.

a. The work under the contract shall continue, during the Arbitration proceedings.

b. The award of the Arbitrator shall be final, conclusive and binding on both the parties.

### **33.Price bid:**

Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the highest discount offer shall be awarded the contract. If more than one bidder quotes the highest discount offer, as per guidelines in GeM portal, the buyer shall have two options for placement of contract.

a. Placement of Algorithm runs by GeM system (or)

b. Placement of contract on any one of the bidders who are quoted highest discount offer based on any criteria as deemed fit by the buyer with appropriate internal approvals.

### **34.Documents to be uploaded by the bidder**

- i. Valid drug license for retail chemists as per Drugs & cosmetics Act.
- ii. Experience for 03 financial years for similar work – Copies of work order, satisfactory certificates, invoices shall have to be furnished.
- iii. Annual Turnover certificate.
- iv. Undertaking – as per Annexure - A
- v. Integrity pact – as per Annexure - B

### **Undertaking**

(On Non-Judicial stamp paper of Rs.100/-)

To

The Medical Superintendent,

ESIC Hospital,

Tiruppur – 641 603.

Respected Sir,

1. I/We hereby undertake that my/our Chemist Shop/Commercial Establishment within 50 Km distance from ESIC Hospital, Pooluvapatti to Thirumuruganpoondi ring road, Tiruppur – 641 603.
2. The undersigned certifies that I/ we have gone through the terms and conditions mentioned in the tender document including annexures and same are acceptable to me/ us and I/ we undertake to comply with them. The rates quoted by me/us are valid and binding on me/us for acceptance for the period of two years from date of finalizing of the tender and extendable for one more year.
3. It is certified that rates quoted are the lowest quoted by me/ us for any other Institution/Hospital in India.
4. Earnest money / Security amount submitted by me/us in the form Demand Draft in favour of ESIC Fund Account No.1, payable @ Tiruppur shall remain in custody of the Medical Superintendent ESIC HOSPITAL, Tiruppur as per terms and conditions.
5. I/We give the rights to Medical Superintendent, ESIC Hospital; Tiruppur to forfeit the Earnest Money deposited/ Security Deposit submitted by me/us if any delay occurs on my/ our part or fails to supply the article or fails to fulfilment of contractual obligation(s).
6. Firm will give an undertaking to the hospital that they will provide an uninterrupted supply of Drugs and Dressings throughout the contract period.
7. I/we hereby undertake that there is no vigilance/CBI case or court case pending against the firm/supplier.
8. I/we hereby undertake that there is no case pending against the firm/supplier under the Drugs and Cosmetic Act and Rules there under.
9. I/we hereby undertake that my/our firm shall not have been blacklisted by any Govt./PSUs.
10. On Inspection if any article is found not as per supply order, it shall be replaced by me/us in time as asked for, to prevent any inconvenience, at my/our own expenses.
11. I/we hereby undertake to supply the items as per directions given in supply order within the stipulated period.
12. I/We undertake that the firm is having experience in this business for three or more years.
13. I/we understand that Medical Superintendent, ESIC Hospital Tiruppur, has the right to accept or reject any or all the tenders in part or full without assigning any reasons (s) thereof.

Date:

Place:

Signature of the Bidder:

Full Name:

Designation:

Address:

(Office seal of the bidder)

**INTEGRITY PACT**

(TO BE TYPED ON BIDDER'S LETTER HEAD)

**To**

The Medical Superintendent

ESIC Hospital,

Tiruppur.

**Subject:** Empanelment of Local chemist under contract basis at ESIC Hospital, Tiruppur – 641 603.

**Sir,**

1. I / We acknowledge that ESIC is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.
2. I / We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I / We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.
3. I / We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender / bid is finally accepted by ESIC. I / We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with 'Article' of the enclosed Integrity Agreement.
4. I / We acknowledge that in the event of my / our failure to sign and accept the Integrity Agreement, while submitting the tender / bid, ESIC shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

**(Signature of Bidder)**

**Name and Address of the Bidder**

**ARTICLE**

**INTEGRITY PACT DOCUMENT**

(To be executed on plain paper and signed by the bidder as 2<sup>nd</sup> party before uploading as bid document . ESIC as 1<sup>st</sup> party will sign this Integrity Pact later stage after opening of bids)

**PRE-CONTRACT INTEGRITY PACT**

**General**

1. This prebid-contract Agreement (hereinafter called the Integrity Pact) is made on..... the day of the month of ..... year.....Between on one hand of Employees' State Insurance Corporation( ESIC) under the administrative control of Ministry of Labour and Employment, Government of India ac



ting through (hereinafter called the “BUYER” which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the First Party and M/s \_\_\_\_\_, represented by -----, Chief Executive Officer (hereinafter called the “BIDDER/SELLER” which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the Second Party. WHERE as the BUYER proposes to procure services (Name of Items to be procured) and the Bidder/Seller is willing to offer/has offered the stores/services.

2. Whereas the Bidder is a private company/ public company/ partnership/ proprietorship constituted in accordance with the relevant law in the matter and the Buyer is a -----performing its functions on behalf of \_\_\_\_\_ of India.

### **Objectives**

Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

- 2.1 . Enabling the Buyer to obtain the desired said stores at a competitive price in conformity with the defined specifications of the Services by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2 . Enabling bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

### **Commitments of Buyer**

3. The Buyer Commits itself to the following:-
  - 3.1 The Buyer undertakes that no official of the Buyer, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
  - 3.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.
  - 3.3 All the officials of the Buyer will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
4. In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Buyer with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Buyer and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

### **Commitments of Bidders**

5. The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair mea

ns and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contractor in furtherance to secure it and in particular commits himself to the following:-

- 5.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- 5.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government.
- 5.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 5.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 5.5 The bidder further confirms and declares to the Buyer that the Bidder is the original manufacturer/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Buyer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 5.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 5.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 5.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 5.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

## **6. Previous Transgression**

- 6.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged here under or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.
- 6.2 If the Bidder makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

## **7. Security Deposit**

- a. The Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of both the bidder and the buyer, whichever is later.
- b. In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- c. The provisions regarding Sanctions for Violation in Integrity Pact include forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
- d. No interest shall be payable by the Buyer to the Bidder(s) on Security Deposit for the period of its currency.

## **8. Company Code of Conduct**

- 8.1 Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

## **9. Sanctions for Violation**

- 9.1 Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Buyer to take all or any one of the following actions, wherever required:-
- a. To immediately call off the pre-contract negotiations without assigning any reason Or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
  - b. The Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.
  - c. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
  - d. To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - e. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
  - f. To cancel all or any other Contracts with the Bidder.
  - g. To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
  - h. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
  - i. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time offering of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
  - j. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon

- pon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- k. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
- l. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

9.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

**10. Fall Clause**

The Bidder undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/Department of then Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

**11. Examination of Books of Accounts**

In case of any allegation of violation of any provisions of this Integrity Pact or payment of commission, the Buyer or its agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose of such examination.

**12. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. **Tiruppur, Tamilnadu** or as decided by the BUYER.

**13. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**14. Validity**

14.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, whichever is later.

14.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

15. Both the parties signing this integrity pact shall be abided by the provisions of this pact and will follow the guidelines of independent external monitors or any other monitoring committee nominated by the competent authority for the purpose at any stage.

16. The Parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

ESICH, TIRUPPUR(1<sup>st</sup>Party)

BIDDER(2<sup>nd</sup>Party)

## 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---**