बिड संख्या/Bid Number: GEM/2026/B/8014301
दिनांक /Dated: 15-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-11-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-11-2026 11:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Labour And Employment
विभाग का नाम/Department Name	Employees State Insuarnce Corporation
संगठन का नाम/Organisation Name	Employees State Insurance Corporation
कार्यालय का नाम/Office Name	Esic Hospital Ezhukone Kollam
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :ms-ezhukone.ke@esic.gov.in Buyer Email id: padmakumar.c@esic.gov.in
वस्तु श्रेणी /Item Category	Hiring of Water Tanker Service - Hospital usage; Open Well, Bore Well, Hybrid Well; Tempo with PVC Tank
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वित्तीय वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Financial Years)	4 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	GeM verified turnover
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation 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 दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/**Do you want to show documents uploaded by bidders to all bidders participated in bid?**	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / **Number of days for which Bid would be auto-extended**	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	1
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	Yes
रिवर्स नीलामी योग्यता नियम/**RA Qualification Rule**	H1-Highest Priced Bid Elimination
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 निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / **Estimated Bid Value in INR (Inclusive of all taxes)**	400000
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

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 :

OFFICE SUPERINTENDENT
ESIC Hospital Ezhukone Kollam, Employees State Insuarnce Corporation, Employees State Insurance Corporation, Ministry of Labour and Employment
(Padmakumar C)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. The minimum average annual financial turnover of the bidder during the last three financial years, ending on 31st March of the previous financial year, should be as indicated in the bid document. The turnover of the bidder shall be validated by the system based on the financial data available on the GeM portal. The average turnover shall be calculated based on the last three financial years where data is available; in case data is available for only two of the last three financial years, the average shall be computed based on those two years. In case the date of constitution / incorporation of the bidder is less than three years old, the average turnover in respect of the completed financial years after the date of constitution / incorporation shall be taken into account for this criterion. No separate documentary evidence is required to be uploaded by the bidder for this criterion, as the system shall derive and validate the turnover figures from the data available on the GeM portal.
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 having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total

quantity. The buyers are advised to refer 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 seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
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.

6. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
23-10-2026 10:00:00	ESIC HOSPITAL EZHUKONE

Hiring Of Water Tanker Service - Hospital Usage; Open Well, Bore Well, Hybrid Well; Tempo With PVC Tank (8)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Purpose of Water	Hospital usage
Source of Water	Open Well , Bore Well , Hybrid Well
Type of Tanker	Tempo with PVC Tank
Capacity of Tanker (in Ltr)	3000
Per day KM run range	11-20
Frequency of Supply of water	On-Demand
State	NA
District	NA

विवरण/ Specification	मूल्य/ Values
Zipcode	NA
एडऑन /Addon(s)	
Number of Floors at which water pouring per day is required (4m=1floor)	3-5
Water Quality Report of Water Source	Yes
अतिरिक्त विवरण /Additional Details	
Destination where water to be supplied	ESIC HOSPITAL EZHUKONE

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

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 Quantity of Water tanker required per day	अतिरिक्त आवश्यकता /Additional Requirement
1	Padmakumar C	691505,ESIC Hospital, Ezhukone, Kollam, Kerala - 691505	8	• Number of time water quality report is required during contract duration : 1 • Number of days during contract for which water supply is required : 365

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

1. **Generic**

   OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

A. SCOPE OF THE BID:

1. The Medical Superintendent , ESIC Hospital, Ezhukone invites bids for supply of WELL WATER, from the agencies/ individuals/ water suppliers for the supply of portable water during dry season of the year at ESICH Ezhukone.

2. The approximate daily requirement is around **24000 L** during dry seasons which may increase or decrease as per requirement. As per the requirement only the indent will be placed.

B . ELIGIBILITY CRITERIA

1.The bidder should have the PAN Number and GST registration certificate. The Agency should enclose self-attested copies of registration certificates of letter of allotment of PAN/PAN Card under the Income Tax Act falling which the tender will have to produce all these original documents at any time demanded by the Competent Authority.

2.The bidder shall submit the test report of water, which should pass drinking water parameter of WHO specially in regard to TDS level (should be below 300 PPM), or any such yardsticks prescribed by the appropriate authority.

3.The water supplier should comply with regulations of concerned authorities like Local Administration Department and should produce the Trade License obtained from that department and should also give details of bore well location or the details of the filling point from where the water is brought .

4. The bidder should not have been blacklisted by any company or PSU or State /Central Govt. or Autonomous Bodies. For this, bidder must provide a notarized or self- certificate declaring they have not been blacklisted by any company or PSU or State /Central Govt. or Autonomous Bodies.

5. The SUCCESSFUL BIDDER who satisfies the technical conditions stipulated in the tender document and who have uploaded all the documents required will only be considered as qualified tenderer after the technical evaluation. The tenders of such qualified tenderers alone will be considered for “Opening the Price Bid”.

C. BID EVALUATION

1. The rate quoted in the price bid must be inclusive of all charges, taxes for supplying water at ESICH, Ezhukone premises and no extra payment whatsoever on any account will be payable to the contractor.
2. Rates should be offered unconditionally and if rates are submitted with any conditions, such tenders are liable to be rejected.
3. The quoted rate is final and can’t changeable during the entire period of the contract.
4. Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the total lowest price in the financial bid shall be awarded the contract. If more than one bidder quotes the lowest rate, as per guidelines in GeM portal, the buyer shall have two options for placement of contract.

a) Placement of contract based on the Algorithm runs by GeM system (or)

b) Placement of contract on anyone of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.

The decision of the MS, ESICH Ezhukone in this regard is final.

D. PERFORMANCE SECURITY DEPOST (SD)

1. Bidder whose tender is accepted, should submit the following within 15 days of award of c ontract.
Security Performance Deposit (SD) either Bank Guarantee or DD for an amount of 5% of the bid value drawn in favor of ESIC A/c No:01 from any nationalized bank before the agreement with ESIC H, Ezhukone is entered in to.
2. Interest on Security Deposit: No interest shall be paid on such security deposit, which sha ll remain with institute during the contract period and it shall be released only after 02 mont hs after expiry of the contract, subject to clearance of all dues by the contractor.

3. Forfeiture of the SD: The whole amount of the security deposit shall liable to be forfeited i n case of breach of any of the terms agreed upon by the contractor or the contractor not bei ng able to continue the contract for the entire duration of the contract on the same rates, ter ms and conditions.

4. The Security Deposit will be returned to the Bidder after completion of contract period, aft er deducting penalty amount, if any.

5. In case of termination of the contract for any breach or any reason stated in this tender, t he vendor shall have to continue supply of water with same rates till alternative arrangemen ts is made by the ESICH Ezhukone.

E. CONTRACT PERIOD

The contract will be initially for a period of One year, which can be extended for further peri od of maximum three year' subject to satisfactory performance of the work at the same ten dered rate, & if such extension is offered by ESICH, Ezhukone, the same must be accept ed by tenderer.

F. TENDER TERMS & CONDITIONS:

1. The period of this agreement will be for One year renewable to maximum three years inc luding the first year from date of agreement on mutual consents.
2. If any malafide intention on account of work of the bidder is observed, the bidder will be blacklisted by the MS, ESICH EZHUKONE.

3. The MS, ESICH EZHUKONE reserves the right to change the quantity/upgrade the criteria / drop any item or part thereof/extension of date at any time before issuing work order/purcha se order.

4. The SUCCESSFUL BIDDER will have to commence the work on regular basis within stipula ted days of the issuance of the work order, failing which the firm will have to bear the entire c ost of the alternate arrangement or the fine as decided by the MS, ESICH EZHUKONE.

5. The SUCCESSFUL BIDDER will have to execute the Contract Agreement with the FIR ST P ARTY on a Non-Judicial Stamp Paper of Rs.100/- (Rupees One Hundred Only).

6. The SUCCESSFUL BIDDER should be able to supply water on every day including Holiday s /Saturday/Sunday. If he fails to deliver in time, the MS, ESICH EZHUKONE reserves its right to get the same through other agencies. All payments made to other agencies shall be adjusted fr om contractor's balance payments/ Security Deposit with appropriate fine if applicable.

7. The drivers shall strictly observe the traffic rules and should not drive the vehicle inside E SIC H, Ezhukone above the speed of 10 Km/hr. If any accident, injuries or harm is sustained by the vehicle inside & outside ESICH, Ezhukone all the claim, liabilities, compensation will be un der the scope of agency to which the concerned vehicle belong.

8. If any damage is caused by the SUCCESSFUL BIDDER to the MS, ESICH EZHUKONE buildi ng or any other damage noticed during the movement of water lorry or otherwise should be m ade good by the SUCCESSFUL BIDDER or the expenditure incurred in this connection will be de ducted from the payments of water bills.

9. Preferably, the SUCCESSFUL BIDDER should have tankers with the capacity to fill the tank s according to the specified requirements, the tanker capacity should not be less than 3000 Lit res.

10. The Bill for water supply will be raised on monthly basis by the SUCCESSFUL BIDDER to th e MS, ESICH EZHUKONE supported with invoices, statement of gate passes etc., and duly certif ied by authorized representative of ESIC Hospital Ezhukone.

11. Water shall have to be supplied on urgent basis on short notice, as and when required, wi thin Two hours of receiving the telephonic/E-mail order by the SUCCESSFUL BIDDER.

12. If the SUCCESSFUL BIDDER failed to provide the water then it should be responsibility of t he SUCCESSFUL BIDDER arrange alternative arrangement for supplying of water within 2 hour s from time of purchase order in case of failure, a penalty of Rs 1000/- in addition to cost of alt ernate arrangements may be imposed by the MS, ESICH EZHUKONE.

13. Tank inside & outside shall have to be Epoxy coated and size of the tanker to be displaye d on the tanker clearly.

14. The rates quoted shall be inclusive of waiting, unloading time and cartage. Th e tanker is basically directed for the consumption of water for different uses in ES IC Hospital Ezhukone. N o extra claims shall be entertained on account of above factors.

15. The rate quoted will be applicable for whole quantity of water mentioned above without a ny change for any reason thereof.

16. In case of any dispute the jurisdiction of Court will be Kollam.

17. In case of any dispute raised by the SUCCESSFUL BIDDER, a representation will be made only by the authorized representative of the SUCCESSFUL BIDDER and the decision of the MS, ESICH EZHUKONE will be binding on the supplier.

18. The SUCCESSFUL BIDDER agreed that the supply of water to ESIC Hospital, Ezhukone will be on actual requirement basis only.

19. Tanker shall be filled properly to the full capacity of tank. The acknowledgement of trips shall be signed duly by the contractor and hand over to department security officer/authorize d officer at receipt point located at various storage tanks. Original delivery challans shall be h anded over to the department representative.

20. Water should be potable and TDS (Total Dissolved Solid) value should be as p er standard s. Test certificate certifying the quality of water for potability to be produced from a reputed la boratory periodically to MS, ESICH EZHUKONE.

21. The SUCCESSFUL BIDDER agreed to supply the tanker water at the following rate

Sl No	Description of work	Unit	Rate per load (Inclusive of Taxes, if any)
1	Supply of clean and potable drinking wa ter through water tankers of 3,000-litre capacity to ESIC Hospital, Ezhukone, as and when required, including emergen cy supply on short notice (within 2 hou rs of intimation), as per the requiremen ts and directions of the Engineer-in-Cha rge/authorized officer. The rate shall in clude the cost of potable water, loadin g, transportation, positioning of the tan ker at designated collection points, pu mping of water to any required height and at any location within the hospital premises as directed by the hospital au thorities, waiting charges, unloading, a ssistance in water collection by users, shifting the tanker to convenient locati ons as directed from time to time, and all labour, materials, tools, equipment, fuel, taxes, transportation, and all incid ental charges necessary for the comple te execution of the work.	Per Load of 3 000 liters	

Inclusive of water testing charges, sales and General Taxes, Service taxes, if any.
NO EXTRA/ADDITIONAL PAYMENT WILL BE MADE ON THIS ACCOUNT.

22. The SUCCESSFUL BIDDER agreed to supply the tanker water during the office hours as far as possible and if necessary at any other time.

23. The SUCCESSFUL BIDDER shall not be sublet, transfer of assign the contract to any part thereof without the written permission of the MS, ESICH EZHUKONE. In the event of the SUCCESSFUL BIDDER contravening this condition, the MS, ESICH EZHUKONE be entitled to place the contract elsewhere on the SUCCESSFUL BIDDER's account at risk and the SECON D PARTY shall be liable for any loss or damage which the MEDICAL SUPERINTEND ENT, ESIC Hospital, Ezhukone may sustain in consequence or arising out of such replacing of the contract.

24. On due performance and completion of the contract in all aspect, the security deposit will be returned to the SUCCESSFUL BIDDER without any interest on presentation of satisfactory performance report from the user unit. Security depo sit will be forfeited in case of unsatisfactory performance report.

25. The MS, ESICH EZHUKONE reserves the right to forfeit the security deposit during the validity of contract if there is any breach of service/ contract from the SECOND PA RTY viz., non-supply of water in time, less quantity of water etc.

26. The SUCCESSFUL BIDDER should be available/ approachable, 24 hours a day over phone. The contact telephone number and mobile number must be provided to the hospital authority for such purpose.

27. The bill for tanker water supply will be raised on monthly basis by the SECON D PARTY supported with invoices, statement of gate passes etc., and duly certified by authorized representatives of MS, ESICH EZHUKONE.

28. TDS as per rule shall be deducted from payment wherever applicable and that amount will be remitted to the Income Tax authorities in the PAN of the SUCCESSFUL BIDDER. The SUCCESSFUL BIDDER should provide PAN and other details for the remittance.

29. GST TDS as per rule shall be deducted from payment wherever applicable and that amount will be remitted to GST Account in the GSTIN of the SUCCESSFUL BIDDER . The SUCCESSFUL BIDDER should provide GST number and other details for the remittance.

30. The MS, ESICH EZHUKONE reserves the right to terminate the contract/service by giving a notice of one month to the SUCCESSFUL BIDDER, in case the service is found unsatisfactory or any other reason.

31. Deviation in terms & conditions as stipulated in Tender document will not be acceptable at any stage.

32. This contract can be terminated after giving 30 days' prior notice by the MS E SICH Ezhukone. However, if the SUCCESSFUL BIDDER wishes to terminate the contract, it must provide 90 days' prior notice to enable this office to make alternative arrangements.

33. The SUCCESSFUL BIDDER shall be responsible to abide by all the Terms and Conditions in the tender document, other than the above if any.

34. In witness whereof the SUCCESSFUL BIDDER and the MS, ESICH EZHUKONE acting for and on behalf of ESIC Hospital, Ezhukone, Kollam 691505.

G. QUALITY OF WATER

1. The water should be potable drinking quality water, & should be lifted from authorized AMC filling point, nearest to place of supply.

2. Water should be clear, potable, totally hygienic, odourless, requisite municipal standards for hospital use & subscribe to TDS (acceptable range up to 500 mg/L(PPM).

3. Supplier shall submit the test reports of water, (Chemical& Biological) to ESICH, Ezhukone on monthly basis or/as when required from an approved laboratory on orders of ESICH, Ezhukone and the expenses of tests should be borne by the supplier only.

4. The tanker used for supplying water should be clean and in satisfactory hygienic condition.

5. Any liability arising out of unsafe water supplied will be borne by the bidder.

H. PENALTY

1. Rs. 1000/- shall be charged if water is not supplied for more than 2 hours from purchase o rder.
2. Security Deposit shall be forfeited if water is not supplied for consecutive 2 (Two) days.
3. If the quality of water supplied is found to be contaminated or not as per drinking standar ds, the security deposit of the supplier may be forfeited, and the contract will be terminated & legal action will be taken against the supplier. Penalty shall be recoverable from the bills o f the contractor and/or by adjustment from the security deposit at the discretion of the ESIC H, Ezhukone.

I. PAYMENT

1. Bill should be raised once in a month in triplicate. The pa yment shall be made after checking all the necessary documents, inclu ding delivery proof countersigned by the authorized person through N EFT/RTGS only.

J. TERMINATION OF AGREEMENT

1. The Agreement can be terminated with one-month notice without assigning any reaso n, by MS, ESICH, Ezhukone

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अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.

11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---