

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	11-02-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	11-02-2026 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	Na
संगठन का नाम / Organisation Name	Employees State Insurance Corporation (esic)
कार्यालय का नाम / Office Name	South Zone
वस्तु श्रेणी / Item Category	Local Chemist Empanelment Service
अनुबंध अवधि / Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	50 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes   Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes   Complete
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC), Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
न्यूनतम मूल्य/Floor Price	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
अनुमानित बिड मूल्य /Estimated Bid Value	10000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	300000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

14

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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 :**

payable at kollam

In the form of DD/ePBG kindly refer special terms and conditions under performance security (ESIC Account No:1 payable at kollam) (Esic Fund A/c: 1)

(Esic Fund A/c:1)

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

**एमआईआई अनुपालन/MII Compliance**

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

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

supporting documents to prove his eligibility for Relaxation.

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

6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

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

8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :**

Annexure -V - [1766473894.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Scope of Work:**[1766473214.pdf](#)

**Payment Terms and Delivery Terms (Delivery Schedule):**[1766473228.pdf](#)

**Pre Bid Detail(s)**

<b>मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time</b>	<b>प्री-बिड स्थान/Pre-Bid Venue</b>
23-01-2026 14:00:00	Hybrid mode: ESIC Model and Superspeciality Hospital,Asramam,kollam . Local Chemist Empanelment Service Pre-Bid Meeting Friday, 23 January · 14:00 – 15:00 Google Meet joining info Video call link: <a href="https://meet.google.com/xhs-asoh-gah">https://meet.google.com/xhs-asoh-gah</a>

**Local Chemist Empanelment Service ( 800000 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Medicine Type	MEDICINES
Distance from Buyer/Consignee Location	75 Kms
<b>एडऑन /Addon(s)</b>	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes
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प्राचल/Parameter	मूल्य/Values
<b>कोर / Core</b>	30

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Estimated Total Procurement Value without discount (INR) as per the Medicine type selected in the specification	अतिरिक्त आवश्यकता /Additional Requirement
1	Ramesha R	691002,ESIC Model & Super Specialty Hospital, Asramam	8000000	N/A

**Local Chemist Empanelment Service ( 200000 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Medicine Type	Surgical Consumable Items
Distance from Buyer/Consignee Location	75 Kms

विवरण/ Specification	मूल्य/ Values
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	Yes
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प्राचल/Parameter	मूल्य/Values
कोर / Core	50

**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Estimated Total Procurement Value without discount (INR) as per the Medicine type selected in the specification	अतिरिक्त आवश्यकता /Additional Requirement
1	Ramesha R	691002,ESIC Model & Super Specialty Hospital, Asramam	2000000	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

**ENCLOSURES:**

Ø Annexure I-Special Terms and Conditions.

Ø Annexure II(A)-The Bid Declaration

- Ø Annexure II (B)- Undertaking.
- Ø Annexure III-The Check List of Compulsory Documents.
- A Annexure IV-Bid security declaration
  - Annexure V -The Schedule for Quoting Rates(Price Bid)
- Ø Annexure VI- Integrity pact

### **Annexure-I**

#### **SPECIAL TERMS AND CONDITIONS.**

- Ø The bidder has to upload in Gem portal, all the requisite documents, licenses and declarations etc, as required by the check list (Annexure - III), item wise. Also, the respective hard copies along with the Bid documents signed in all pages must be uploaded
  
- Ø Bidders are requested that, before quoting their rates or sending Bid, the Bid form may please be read out thoroughly (line by line), otherwise purchaser will not be held responsible for any error / oversight of his own.
- Ø The acceptance of Bid will be on the basis of discount offered by the bidder on the Maximum Retail Price ( M.R.P.) of items which is printed on the packing/flaps/bottles. No additional payment (e.g. taxes, cess, duties, transportation charges etc) over and above the discounted price will be admissible.
  - Ø Tampering on the printed MRP of the manufacturer, by the bidder / chemist by use of stickers or any other means will not be accepted and will be rejected, in addition to putting the bidder in administrative actions as deemed fit. The decision of the competent authority in this regard will be final and will be binding on the bidder.

#### **A.DELIVERY TERMS**

- Medicines/Drugs needed on an Emergency/Urgent basis shall be supplied within 2 hours of the request for the same. On no account should there be a delay or refusal by the local chemist to supply the drugs ordered.
- The delivery of the items is required to be done within the period as specified at the premises of the hospital .
- Bidder should furnish details of local address along with phone no/mobile no and valid e-mail ID and the shop should be within 75 kms radius of this hospital for timely supply of emergency medicines/drugs.
- In case urgent need, Local chemists have to supply the drugs immediately to the hospital on supplementary indent outside office hours also.
- The Medical Superintendent may allow additional time under special circumstances such as strikes, lockouts , fire accidents, riots etc.
- On Sunday/Holidays and beyond normal working hours, emergency orders may be placed by the indoor Medical officer on duty under his/her signature and seal.
- Casualty department will ensure that the challan is re-verified in the medical store department on the immediate next working day.

#### **B.INSPECTION OF MEDICINES**

- All Medicines are to be inspected by Inspecting Officer nominated by Medical Superintendent. .
- In emergency and exceptional situations drugs and dressings supplied in outside office hours will be received by the officials of Casualty department(as per officials direction) but the Local Chemist will ensure that the challan is re-verified in the medical store department on the immediate next working day.
- Rejected supply: Rejected supply will be returned by hospital store to the supplier at their cost and risk within 7 days from their receipt. If the medicines supplied is patient specific, and the said patient expires or an unavoidable circumstance, the said medicines shall be taken back at your own risk.

Right of Acceptance: The Medical Superintendent (purchaser) shall not accept the supply of damaged/ near expiry or expired items.

### **C.COLLECTION OF INDENT FOR SUPPLY**

The Store in charge of hospital will issue purchase orders to panel chemist through online mode (email) at any time in the form of excel and PDF formats.

### **D.SUPPLY OF MEDICINES**

1. The supplier will maintain sufficient stock of standard quality of medicines all the time to avoid inconvenience to the ESI beneficiaries.
2. The supplier should fill batch number, date of manufacture, expiry date, and other details mentioned in item templates of the each purchase orders in excel format at the time of supplying the drugs.
3. The medicines/drugs to be supplied will be of standard quality. In case, it is found that any particular medicine's date has expired, or is substandard or spurious, the supplier will be liable to replace the entire quantity within 2days and a copy of test report should be produce whenever required.
4. The Medicine in the DPCO list will be purchased on DPCO rate only & if in case the medicine is supplied on a rate higher than DPCO rate then will deduct the extra amount, action will be initiated against the chemist.
5. In case of failure or refusal by the supplier to supply the medicines to the hospital, the contract is liable to be cancelled at supplier's risk and cost. Any extra cost involved in arranging supplies from alternative source will be recovered from the original supplier.
8. The chemist will be paid on M.R.P less discount (GST on packing and the delivery charges will be borne by the chemist) and no packing and no delivery charges will be given.
9. Tampering on the printed M.R.P. of the manufacturer by the local chemist by use of stickers or by any other means will not be accepted and will be rejected.
10. Medicines should be supplied with in 24 hrs from the time of receipt the purchase order. In case of order placed on Saturday; the supply shall be made on the next working day within 12 noon. In case of emergency order, supply should be made to the respective wards as mentioned in the requisition (verbal/written).
11. On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute 'No Due Certificate' in the prescribed form.

### **E. AVAILABILITY OF BIDDER-**

The bidder or his representative should be available / approachable for 24 hrs over phone for supply of drugs and dressings. In case of emergency requirement, if the order is placed for any item any time, the requisite item will have to be supplied immediately. The contact telephone number and mobile number must be provided to the hospital authority for such purpose.

### **F.PRESENTATION OF BILLS:**

The supplier shall present separate bill against each purchase order category wise .The bill shall be printed and serially numbered Invoices /Credit bill with name & address of Chemist, valid Drug license no: GST NO. Printed thereon.

Each bill should contain bill amount, bill no and bill date, reference Purchase order no and its date .The purchaser reserves the right also to demand in any case, the original copies of the supplier's Invoices for the verification of the net trade price claimed by the contractor.

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.

Bills in which there is overwriting or erasing or use of white marker shall be rejected.

### **G.PAYMENT:**

The chemist shall claim payment within 15-45 days. Payments of bills after submission in format and with all required documents will be arranged in 3-4 weeks from the date of presentation. However, no claim shall be made by the contractor against ESI Corporation in respect of interest or damage in case the pay money is delayed for any reason beyond the control of ESIC. The bills without signs of Inspecting officer, Pharmacist and chemist will not be considered.

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 processing of bills.

#### **H.PENALTY CLAUSE:**

Recovery of sum due:

Whenever any claim for the recovery arises against local chemist, such recovery will be appropriated in part or whole from the subsequent bill payment or Security Deposit.

Risk Purchase (Items not available with chemist):

In case of failure to supply all items as per Requisition/purchase order/specification/prescribed drug 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 (Medical Superintendent) and the difference in prices will be realized from the Bidder with whom contract is made by way of any of his subsequent/pending bills or security deposit

- Ø For 1<sup>st</sup> breach of such contract a penalty of Rs. -5000/- will be imposed apart from recovery of total amount incurred in supplying the same items from alternative source.
- Ø For 2<sup>nd</sup> repeated default a penalty of 10000/- will be imposed apart from recovery of total amount incurred in supplying the same items from alternative source.
- Ø For 3<sup>rd</sup> such default the agency shall be black listed for 5 years for future participation in any ESIC Bid.

Late supply penalty:

In case the Empanelled Chemist fails to supply the ordered items in time and the Hospital/ Patient is forced to purchase the same from Local market, the difference in cost of such purchased item shall have to be borne by the Empanelled Chemist. Such difference of amount shall be deducted from any current or future bill of the Empanelled chemist.

#### **I.ELIGIBILITY CRITERIA:**

Valid Drug License as per drugs and cosmetics rule (20,20B,21,21B,20F,20G)

Valid GST Number

There should be no case pending under the Drugs & Cosmetics Act & Rule there under as well as under Drug price control order against the Bid during last three years. Self declaration must be furnished in this regard and license for all types of drugs as applicable as per rule should be uploaded.

The supplier must have shop/branch within 75 Km radius of this hospital. The name, address, Phone No., fax no. etc. of the branch/shop/service centre (as the case may be) must be submitted.

The firm should not have been De-barred/ Black-listed by any Govt. /State or other organization. No Conviction report from State Drugs Controller of Kerala to be uploaded as per SLA (service level agreement).

Income Tax returns for last consecutive 3 years.

Minimum average annual turnover of bidder should be Rs. 50 lakhs during last three financial years (i.e. 2022-2023, 2023-24 & 2024-25 supported by documentary proof/audited or CA certified statement of accounts. (Furnish copies of audited balance sheets and profit & loss account statements)

Bidder should fill online their discount offered on MRP on GEM portal minimum discount offered on medicine should not be less than 30% on MRP and minimum discount offered on Surgical consumables should not be less than 50% on MRP.

#### **J.ACCEPTANCE OF BID-**

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 Medicine and surgical consumable items,

S.No	Name of the category	Minimum discount offered
1.	Medicines	Should not be less than 30% on MRP
2.	Surgical Consumables (other than medicines)	Should not be less than 50% on MRP

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 surgical consumables and discount will be applied accordingly.

Criteria for awarding Contract will be fulfillment of technical conditions, maximum discount offered by the local chemist on MRP (Inclusive of all taxes) i.e. maximum retail price of medicines/Surgical consumables which is printed on the packing/flaps/bottles (To be quoted in the Annexure-V FINANCIAL BID, enclosed with Bid) and inspection of premises from where medicines will be supplied.

Discount Rate quoted (in figures and in words) should be for ESIC Model Hospital, Asramam (Kollam) and no other charges will be paid.

The Medical Superintendent of the hospital reserve the right to enter into parallel contract simultaneously or at any time during the period of this contract, with one or more chemists for one and the same medicine or for different medicines. All the powers of acceptance or rejection of Bid lies with the Medical Superintendent.

No guarantee can be given as to the minimum purchase value with respect to the bid value.

Price Bid: 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 two options for placement of contract.

Placement of Algorithm runs by Gem System or

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 appropriated internal approvals.

K. Period of Contract: The Contractor is initially valid for a period of one year from the date of signing of agreement and further extendable for one year on mutual consent basis.

#### **EMD & Performance Security**

1. Bidders has to submit the EMD (Rs.3,00,000/- Rupees Three lakhs only) (3% of approximate annual procurement value) with Account Payee Demand Draft/e-PBG in favour of ESI FUND ACCOUNT NO.1 payable at Kollam . Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2. The successful bidder shall have to submit a performance security of Rs.5,00,000/- (Rupees Five lakhs only ) (5% of approximate annual procurement value) in the form of a demand draft/ePBG for the due compliance & fulfillment of the terms and condition of the contract within 15 days from the award of contract.

3.Demand Draft/ePBG should be drawn in favour of ESIC FUND A/c. No.1 payable at Kollam.

4. The performance security shall be valid for the duration of the contract period one year plus 2 months totally 14 months. In case of extension of the contract on mutual agreement the performance security must be extended.

4. 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.

5. On unsatisfactory performance or violation of terms and conditions of the contract, will make the contract or liable for forfeiture of Performance security. The decision of competent authority will be final in this count.

6. If the successful bidder fails in fulfilling terms & conditions of the Bid, 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 sup

plier.

Pre-Bid Meeting: With the prospective bidders, shall be held at ESIC Hospital, Kollam as per the schedule date and time mentioned in the document and to be conducted in '**Hybrid mode**'. All the prospective bidders are requested to send comments/ representations on or before pre-bid meeting.

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ANNEXURE -II A&B

(A) BID DECLARATION

1	Name of the firm		
2	A	Full postal address	
	B	Mobile no	
	C	Telephone no	
	D	Fax no	
	E	E-mail ID	
3	Name and address of your bankers stating the name in which Accounts stands	a. Name of the bank	
		b. Name of the branch	
		c. A/C No	
		d. IFSC Code	
		e. MICR No	
4	Are you in the list of approved contractors of any other organization/institutions, if any give details		
5	Give details of any Government contracts executed during the last twelve months.		
6	Any other information which you consider necessary to furnish		

Signature of the Bidder-

Full Name-

Designation-

(Office seal of the Bidder)

Date:-

Place:-

(B) UNDERTAKING

1. I, undersigned certified that I have gone through all the terms and conditions mentioned in the Bid document and undertake to comply with all of them.
2. The discount/s quoted by me is valid and binding upon me for the entire period of contract and is certified that the discount/s quoted are the highest quoted for any other institutional hospital in India.
3. I/We give the rights to The Medical Superintendent to forfeit the security money deposited by me/us, or impose any penalty/recovery as demand fit, if any delay occur on my part or failed to supply the article within the appointed time.
4. There is no vigilance/CBI case or court case pending against the firm.
5. The firm has a branch /shop within 75 Km radius of this hospital
6. In case at any stage, it is found that information given by me is false/incorrect, ESIC Model & Super Specialty Hospital, Asramam, Kollam, shall have the absolute right to take any action as deemed fit without any prior intimation to me.
7. I have not been blacklisted by any firm/institution.

Date: -

Signature of the Bidder-

Full Name-

Place: -

Designation-

(Office seal of the Bidder)

ANNEXURE-III

COMPULSORY DOCUMENTS IN TECHNICAL BID

(WITHOUT WHICH THE OFFER IS LIABLE TO BE CANCELLED)

SL NO	COMPULSORY DOCUMENTS	SUBMITTED
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1	Signed and Stamped Bid documents all pages	Yes/No
2	Years of Past Experience Required 3 Years up to 31.03.25 same /similar service/	Yes/No
3	MSE Exemption* /startup for Years Of Experience	Yes/No
4	Minimum average annual turnover of bidder should be Rs. 50 la khs during last three financial years	Yes/No
5	MSE Exemption */ Start up Exemption (turn over)	Yes/No
6	The supplier must have branch/ shop within 75 km radius from the hospital. The complete name, addresses, phone no, e-mail, fax no ,etc of the branch/ shop must be enclosed(Annexure-II(A))	Yes/No
7	No Conviction Certificate from State Drug Controller stating that there is no case pending under the Drugs & Cosmetics Act and Rules there under as well as under the Drug Price Control Order against the firm during the last two years. No conviction certificate must be issued after 31.03.2025	Yes/No
8	Valid Drug License 20.20B, 21,21B ,20F & 20G	Yes/No
9	GST registration certificate	Yes/No
10	PAN certificate	Yes/No
11	Valid trade license certificate	Yes/No
12	Income tax returns consecutive 3 years(recent)	Yes/No
13	EMD	Yes/No
14	MSE Exemption* for EMD	
15	Annexure II A(Declaration) &B (undertaking)	Yes/No
16	Annexure-IV Bid securing declaration	Yes/No
17	Annexure-VI Integrity pact	Yes/No

NOTE: The Technical Bid will be rejected if the requisite information/documents have not been furnished by the bidder as detailed above.

**\*(NIC Code under MSE : Only bidders registered under NIC codes are 47721 /4772/46497 in MSE certificate shall be eligible for Purchase preference and EMD exemption)**

Signature of the Bidder-

Date: -

Full Name-

Place: -

Designation-

(Office seal of the Bidder)

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Sl. No	Items	Weight age factor	Estimated Bid value	Minimum discount offered	% of discount quoted on MRP (inc. of taxes). To be entered by the bidder.		Criteria for H1 Col(3) x Col(5)
					In Figures	In Words	
1	Medicines	0.8	Rs.80,00,000/-	Should not be less than 30% on MRP			
2	Surgical consumables (other than medicine)	0.2	Rs.20,00,000/-	Should not be less than 50% on MRP			

Date:

Place:

(SIGNATURE OF THE BIDDER)

(OFFICE SEAL)

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ANNEXURE-VI

INTEGRITY PACT

(TO BE TYPED ON BIDDER'S LETTER HEAD)

To

The Medical Superintendent,

ESIC Model & Super Speciality Hospital Asramam, Kollam , Kerala

Subject: Empanelment of Local chemist under contract basis at ESIC Model & Super Speciality Hospital Asramam, Kollam , Kerala

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 nd party before uploading as bid document.

ESIC as 1 st party will sign this Integrity Pact later stage after opening of bids)

### **PRE-CONTRACT INTEGRITY PACT**

#### **General**

1. This pre bid-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 acting 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 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.

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

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 behaviour) 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 two 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 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 Government of India at a lower price, then that vary 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. Kollam, Kerala 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 one year 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 turnout 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.

nt authority for the purpose at any stage.

16. The Parties hereby sign this Integrity Pact at -----on -----

ESICH, Asramam (1st Party)

BIDDER (2ndParty)

Witness

Witness

### 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## 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 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 [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---