

<p>क०रा० बी० निगम अस्पताल पाण्डेयपुर, वाराणसी, उ०प्र० 221002 कर्मचारी राज्य बीमा निगम श्रम एवं रोजगार मंत्रालय, भारत सरकार</p>	 क०रा०बी०नि० ESIC	<p>E.S.I.C. HOSPITAL PANDEYPUR, VARANASI, U. P. 221002 E. S. I. CORPORATION Ministry of Labour & Employment, Govt. of India</p>
Website: www.esic.nic.in		Email: ms-varanasi.up@esic.nic.in

No. 282-D/25/12/2020/General

Date 27/10/2020

TENDER NOTICE (THROUGH GEM) FOR ENGAGEMENT OF MAN POWER AGENCY FOR OUTSOURCING NURSING, PARAMEDICAL STAFF TO ESIC HOSPITAL, VARANASI

E-tender through GeM under two bid system from eligible Manpower service providers for providing Nursing, Paramedical staff to ESIC Hospital, Varanasi for the period of one year (extendable for a further period of one year) is invited. Requirement/eligibility criteria/Terms and conditions of the contract have been clarified in the additional documents (Annexures A to H). Tender document (including additional documents) is available online at GeM portal as well as on the website of Employees' State Insurance Corporation i.e., www.esic.nic.in. Bidders are advised to read tender document and related Corrigendum, if any, (uploaded on website and on GeM portal) and check their eligibility before participating in the bid.

The interested bidders should upload their bids along with duly signed scanned copies of all the relevant certificates, documents etc. in support of their technical & price bids on the www.gem.gov.in latest by 19.11.2020 up to 01:00 PM. The technical bids will be opened online on 19.11.2020 at 01:30 PM.

Name of Work	E-Tender for providing Nursing & Para Medical Staff on contract basis at ESIC Hospital, Pandeypur, Varanasi.
Estimated Cost for one Year of contract	Approx. Rs. 44149441/- (Approx. Rupees Four crore forty one lakh forty nine thousand four hundred and forty one only).
Last Date & Time of submission e-Tender	19.11.2020, 01:00 PM
Date & Time of Opening of Online Tender (Technical)	19.11.2020, 01:30 PM
Earnest Money Deposit (EMD) to be sent by Post/Delivered in hand before last date and time of online submission	Rs. 8,82,989/- (Rupees Eight lakh eighty two thousand nine hundred and eighty nine only)
Performance Security Deposit/Security Deposit (PSD/SD)	5% of total contract value

Detailed information regarding the items, application/tender forms, EMD

details, specifications, terms and conditions can be downloaded from the following website: www.esic.nic.in w.e.f. **28.10.2020**. Both the Technical & Financial Bidding is through GeM only. The bidders shall upload all the documents as per Eligibility Criteria for Bidders.

Any corrigendum to this tender will be notified through the aforesaid websites only. The undersigned reserves the right to accept or reject any or all the bids without assigning any reason at any stage.

If the date of opening of tender happens to be a holiday, the tender will be opened on the next working day. No Physical form of e-Tender documents is required.

-Sd-
Medical Superintendent

MANPOWER REQUIREMENT

ANNEXURE A

Sl No.	Post	Manpower needed	Consolidated remuneration	Eligibility (as per ESIC Recruitment Regulations)
1	Staff Nurse	54	42650	1.Diploma in General nursing and midwife or equivalent qualification for male nurse 2.Registered nurse with nursing council 3.Age limit: Not exceeding 37 years
2	Nursing orderly	30	17100	1.Matriculation or equivalent from recognized board 2.Elementary knowledge of First Aid 3.One year experience in handling and dressing wounds in Govt approved/registered nursing home /hospital Age limit: 18-27 years
3	Junior Radiographer	3	20610	1.12 th class pass with science from a recognized board 2.Certificate or Diploma in Radiology(two years duration)from a recognized Institute 3.One year experience in radiographydepartment of a recognized/registered hospital 4.Age limit: 18-27 years
4	Dresser	1	20610	1.Matriculation or equivalent from recognized board 2.Two years experience in application of plasters in an orthopaedic unit of a registered/recognized hospital 3.Age limit: 18-27 years
5	ECG Technician	4	24220	1.Science graduate preferably with one year experience of handling ECG machine in a recognized institution OR Senior secondary/10+2 or equivalent qualification from a recognized board with three years experience of handling ECG machine in a recognized institution 2.Age limit: Not exceeding 32 years
6	CSSD Assistant	1	18900	1.Senior secondary/10+2 or equivalent qualification from a recognized board with one year experience in the relevant field from a recognized/registered hospital. 2.Age limit: Not exceeding 27 years
7	Lab	4	20610	1.Senior secondary/10+2 or equivalent

	Assistant			qualification with diploma in MLT from an institute recognized by the Central Govt/State Govt/AICTE 2.Age limit: Not exceeding 32 years
8	OT Assistant	1	20610	1.Senior secondary/10+2 with science or equivalent qualification from a recognized board with one year experience in OT of a recognized/registered hospital. 2.Age limit: Not exceeding 32 years

The statutory charges like ESI, PF etc will be payable as per rules.

1. All the engagement on contractual basis will be made as per latest ESIC Recruitment Regulations of the concerned posts with regard to fulfilling of eligibility criteria, qualification and experience.
2. Wherever ESIC RRs of any post in the above list doesn't exist, the RRs of Central Govt to be followed and in case of non-availability of same, State Govt RRs will be applicable.
3. The manpower agency has to ensure that the reservation policy of DoPT, Govt of India is followed for all contractual engagements.
4. The duties and responsibilities of contractual manpower will be similar to the job profile for the respective posts in ESIC.
5. The contractual workers will be entitled for leave, maternity leave etc as per The Contractual Labour (Regulation & Abolition) Act, 1970.
6. The manpower requirement may decrease or increase depending upon the joining of new permanent employees or transfer/resignation of present in-position permanent staff. In such cases and/or as per directions of ESIC Hospital, the manpower agency is bound to reduce/retrench the existing manpower or provide additional manpower.

ELIGIBILITY CONDITIONS

1. The Bidder must have regularly supplied Nursing/Paramedical manpower to any Central/State Govt. Organization/PSU/Public Listed Company for last three financial years(2018-19, 2017-18, 2016-17). Copies of relevant contracts to be submitted along with bid in support of **having supplied some quantity of Nursing/Paramedical manpower during each of the last three financial years.**
2. The Bidder must have an average annual turnover of **Rs.1,32,45,000 (Rs. One Crore Thirty Two Lakh forty five thousand Only)** from **Health care Manpower supply services** during the last three financial years **(2018-19, 2017-18,2016-17)** as per GeM.
3. The bidders should not have been indicted for any criminal, fraudulent or corruption activity and not have been blacklisted by any Central/State Govt./Semi-Govt./PSU/Autonomous Body/Reputed Corporate Sector Firms. In this regard, Annexure-E undertaking will be sufficient.
4. The agency should have undertaken any one of the following works during the last three financial years i.e. **2018-19, 2017-18 and 2016-17**, of any Central/State Govt.Org./PSU/Public Listed Company.
 - a. One single order of **nursing and paramedical manpower supply** not less than **Rs.3,53,19,553/-** (80% of the work value to be executed).
 - b. Two orders of **nursing and paramedical manpower supply** not less than **Rs.2,20,74,721/-** (50% of the work value to be executed)
 - c. Three orders of **nursing and paramedical manpower supply** not less than **Rs. 1,76,59,776/-** (40% of the work value to be executed)
5. Bidder should have a registered office/Branch office in Uttar Pradesh.
6. Self-attested copies of the following documents must be uploaded for technical evaluation:
 - a. Copy of Demand Draft for EMD or valid supporting document (NSIC registration Certificate) for the bidder seeking exemption of service category of MSE.
 - b. Audited Balance Sheet, Audited Income and Expenditure statement, Audited Profit and Loss Account and Income Tax Return of last three financial years i.e. **2018-19, 2017-18 and 2016-17 (in support of Criteria at Sr. No. 2)**
 - c. Copy of work orders/experience certificate clearly depicting value of contract related to nursing and paramedical services in support of project experience (**as defined in Criteria at Sr. No. 1 and Sr. No. 4**)
 - d. Registration Certificate of Firm/Agency/Organization as Partnership/Proprietorship/Private Limited/Limited Company
 - e. Dedicated telephone number for service support on letterhead
 - f. Copy of Shops and Establishment Registration certificate issued by Uttar Pradesh government as proof of having an office in Uttar Pradesh.
 - g. Copy of ESI Registration
 - h. Copy of PF Registration
 - i. Copy of GST Registration
 - j. List of **at least 39 employees** (at least 40% of total requirement in bid) related to nursing and paramedical services on pay roll of bidder in the prescribed format duly signed by authorized signatory on letter head of the bidder.

Sr. No.	Name of employee	Designation	Aadhar No.	EPF No. (If applicable)	ESI No. (If applicable)	Qualification

INSTRUCTIONS TO THE BIDDERS

1. The e-tenders are being invited for Man power supply (Nursing & Para Medical Staff) through GeM. All the instructions of GeM bidding is applicable. Tender must be submitted through GeM only. The bid received in physical mode shall not be considered at all.
2. The Bidder is expected to examine all instructions, eligibility criteria, forms, General terms and conditions and Special Terms and Conditions in the tender document. Failure to furnish complete information as required with reference to the tender document shall result in rejection of the bid.
3. Bidders are required to furnish Bid Security (also known as Earnest Money) of an amount equal to **2%** of work value in favor of **“ESIC Fund A/C No.1”**, payable at Varanasi except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department in the form of Draft from any of the Commercial Banks. The bid security shall remain valid for a period of sixty days beyond the final bid.
4. Bids received without EMD will not be considered and summarily rejected. The EMD of the unsuccessful bidder will be refunded in due course without accrual of any interest.
5. MSME Firms are exempted from paying of EMD. Document required for availing Exemption of EMD Amount for NSIC/MSEs: (1) MSMEs which are specified by the Ministry of Micro, Small and Medium Enterprises under MSMED Act 2006 and Public Procurement Policy, 2012 as Manufacturing/Service Enterprises should have registered with NSIC under its Single Point Registration Scheme (SPRS). (2) The certificate with monetary limit indicated should be valid on the scheduled date/Extended date of submission of tender. Incomplete or Certificates without monetary limit will not be considered. (3) The items of Product/Services mentioned under NSIC certificate should be the same or similar to the tendered items (Schedule of items of Tender). (4) The monetary limit stipulated in the certificate of MSMEs/NSIC should be equal or more than the value of work in hand awarded under MSME benefits during the financial year plus estimated cost of this tender for availing EMD exemptions. (5) If monetary limit is less than the value of work in hand awarded under MSME/NSIC benefits during the financial year plus estimated cost of this E-Tender, they should obtain “Competency certificate” from NSIC for participating in this E-Tender as well as to avail MSME benefits.
6. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
7. Any attempt to negotiate directly or indirectly on the part of the Bidder with authority competent to finally accept the Tender, or influence the acceptance of the tender by any means will result in his tender excluded from consideration.
8. Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing aforementioned documents will summarily be rejected.
9. The Hospital reserves the right to accept or reject any bid without assigning any reason at any time prior to award of contract, without thereby incurring any

liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders or of the grounds for Hospital's action.

10. The bidder, at the bidder's own responsibility and risk, may visit at their own cost and examine the site of required services and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for the services.
11. It requires that the ESIC hospital as well as bidder observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the ESIC Hospital will reject a proposal for award, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. It will declare a firm ineligible either indefinitely or for a stated period of time for award of the ESIC contract if, at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing an ESIC contract.
12. For wider publicity the agency shall be bound for inviting application only after giving news paper advertisement. The ESIC hospital shall have access to the email id over which the applications are invited. The cost of All India news paper advertisement as and when required should be factored in the cost of service charge/Profit margin.

TERMS AND CONDITIONS OF CONTRACT

1. COMMENCEMENT OF CONTRACT

- 1.1 At the same time as the ESIC Hospital notifies the successful bidder, the Hospital will send the successful bidder the work order on the official E-mail Id of the bidder.
- 1.2 The successful bidder shall acknowledge the same and will revert with the letter of acceptance of the work order immediately.
- 1.3 The successful bidder shall arrange the Performance Security in accordance with the Clause 3 of the Terms and Conditions of Contract.
- 1.4 The successful bidder shall prepare a list of the workers to be deployed with their details of Designation, Complete Qualification, total experience, ESI (if applicable), EPF (if applicable), Bank Account number, Aadhar no., Status of Police Verification to be produced at the time of execution of contract.
- 1.5 Subject to fulfillment of condition at Sr. No. 1.2 to 1.4, successful bidder shall execute the contract on non-judicial stamp paper of requisite Denomination within 15 days of issue of work order for commencement of contract. Non fulfillment of the condition of executing a contract by the contractor would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money.
- 1.6 After execution of contract, The Contractor shall provide bio-data of all the persons engaged by it for working in the ESIC premises before commencement of the contract. Antecedents of the manpower to be engaged, such as 3 passport size photographs, details of qualification along with proof, experience certificate, Aadhar Card needs to be submitted before commencement of the contract. The agency shall be fully responsible for ensuring correctness of the documents submitted by the persons for engagement against various posts.
- 1.7 The agency shall submit undertakings obtained from each staff to be deployed that the employment is temporary in nature before commencement of the contract.
- 1.8 The successful bidder shall produce the certificate of License under Contract Labour Regulation and Abolition Act, 1970, within a period of one month from the date of commencement of the contract.

2. DURATION AND CESSATION OF CONTRACT

- 2.1 The contract will be for one year from the commencement of the contract subject to continuous satisfactory performance and on failure on this aspect by the contractor, the hospital reserves the right to terminate the contract.
- 2.2 This initial period of one year may be extended for one more year on mutual consent with the existing rates and terms and conditions subject to satisfactory performance.
- 2.3 Prices quoted shall be fixed during the period of the contract including any extended period and not subject to verification on any account except in cases of statutory payments (ESI, PF, GST etc. which will be considered by the competent authority to the extent of actual, on submission of claim with documentary proof accompanied by the relevant Govt. Notification/Orders.
- 2.4 The Amount to be deducted towards the advance income tax shall be at the rate applicable.
- 2.5 The Hospital authority in the event of any increase-decrease in the requirement of man-power may direct the contractor accordingly and the contractor is bound to provide man power as per the changed requirement and he shall be paid proportionately for the changed requirement.

- 2.6 In case of breach of any term and condition of the contract, the Institute reserves the right to forfeit the Performance Security Deposit apart from annulment of the contract, in whole or in part, at any time by giving one month notice.
- 2.7 The notice of termination shall specify that termination is for the Institute's convenience, the extent to which performance of the Supplier under the contract is terminated and the date upon which such termination becomes effective.
- 2.8 The Medical Superintendent, ESIC Hospital, Pandeypur, Varanasi reserves the right to terminate the contract at any time, before the expiry of one year, by giving one month notice. However the Service Provider needs to give 3 months notice in case of premature termination of contract to let the hospital arrange for replacement of the contractual staff. During the notice period, both the parties will maintain the status quo.

3. PERFORMANCE SECURITY

- 3.1 The successful bidder shall furnish, a Performance security for an amount equal to 5% (five percent) of successful bid amount in the form of Demand Draft from any scheduled Bank in favour of the "ESIC Fund A/C No. 1" payable at Varanasi at the time of execution of contract.
- 3.2 Earnest Money is adjustable towards the performance security in case of successful bidder on the request of successful bidder.
- 3.3 No interest will be accrued and paid on the security deposits.
- 3.4 This amount will be refunded after satisfactory fulfillment of the contract and all accounts thereafter are settled after six months from the date of last bill raised subject to adjustment of any claim of Hospital, arising out of terms & conditions pertaining to the tender.

4. STATUTORY COMPLIANCE

- 4.1 The contractor shall furnish copies of periodical returns as and when they are submitted or due to the various Government Departments.
- 4.2 The contractor shall be responsible for the registration under the contract labor (Regulation and Abolition) Act, 1970 in respect of employees/workers engaged by them.
- 4.3 Contractor shall make compliance to the provisions of all Labour Laws applicable. The Contractor at all times must indemnify ESIC against all claims, damages or compensation under all statutory laws and rules prevailing time to time which, inter-alia, include the provisions of Contract labor (Regulation and Abolition) Act, 1970 Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; The Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Employees' State Insurance Act, 1948; Employees Provident Fund and Miscellaneous Provisions Act, 1952; or any other law relating thereto and rules made hereunder from time to time. Corporation will not own any responsibility in this regard.

5. RESTRICTIONS REGARDING PERSONNEL DEPLOYED:

- 5.1 The man power supplied would be engaged at ESIC Hospital, Pandeypur, Varanasi.
- 5.2 The manpower agency should endeavor to deploy suitable and eligible candidates by following a transparent procedure such as online method, proper publicity through agency's website/newspaper etc without mentioning the name of the hospital or any official/officer of ESIC Hospital.

- Such undertaking that he/she has not secured the employment through corrupt practices should be obtained from all the outsourced staff.
- 5.3 The service provider shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character. The contractor shall engage only such workers whose antecedents have been thoroughly verified, including character and police verification and other formalities.
 - 5.4 The contractor shall provide man power strictly as per the eligibility criteria and guidelines of ESIC.
 - 5.5 Outsourced employees shall be registered under AEBAS installed by the hospital. Employees shall be paid the wages strictly as per biometric attendance marked by them.
 - 5.6 Outsourced staff may have to perform rotational duties in shifts for round the clock duty on all days including Sundays and Holidays as per direction of competent authority of the hospital. The timing of single shift duties will be specified by the Hospital Authority.
 - 5.7 The agency shall appoint supervisors for monitoring outsourced staff provided by agency round the clock with no additional cost.
 - 5.8 All the grievances and payment related issues of the outsourced staff shall be addressed by the agency through its supervisor only. No grievance shall be addressed to any of the Officer of the ESIC Hospital. If the grievance of outsourced staff needs intervention of the hospital authority, it shall not be entertained except when forwarded by the Agency with its comment.
 - 5.9 There shall be a contract for service instead of contract of service for all practical purposes. The contractor shall make this clear to staff to be deployed and get an undertaking on prescribed Proforma that he/she shall not have any claim for permanent service in the ESIC/ESI Hospitals/Institute/Offices as a consequence of his engagement as outsourced Staff as a stop-gap temporary arrangement and no representation on this behalf shall be entertained by the Hospital Authority in any case.
 - 5.10 The service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Hospital and Corporation. The Contractor shall be fully responsible for the conduct of his staff. Such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to ESIC.
 - 5.11 The persons deployed by the Contractor should be properly trained, have requisite experience and skills for carrying out the work assigned to him/her. The hospital shall have the right to ask for the removal/replacement of any manpower of the agency, so deployed, who is not considered to be orderly in discharge of his/her duties.
 - 5.12 The staff shall wear proper uniform with their identity properly displayed which shall be provided by Agency at its own cost.
 - 5.13 Any personnel engaged by the agency, if found indulging in illegal activities, is liable to be handed over to the police and/or any punitive action deemed fit will be taken against the agency.
 - 5.14 The contractor/agency will not allow or permit his/their employees to participate in any trade union activities or agitation in the premises of the hospital. In case of any legal implications arising due to contract, Agency will be solely responsible and shall bear all the expenses to settle up the dispute.
 - 5.15 The contractor will be responsible for such conduct of the persons engaged, which will be conducive for maintaining the harmonious atmosphere and will be responsible for any undesired acts and omissions of such persons. If any person is found to be undisciplined or not performing

duties properly in the opinion of the authority, he/she is liable to be removed and replaced by a suitable person immediately.

- 5.16 The agency will be required to ensure that the deputed personnel come in the uniform and protective covers as prescribed by the Institute for the outsourced employees. Washing & maintenance of these uniforms and protective covers will not be borne by the ESIC Hospital.
- 5.17 Training on behavior aspects and ethics must be done regularly. ESIC's way of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
- 5.18 The contractor or its representatives shall meet ESIC representatives regularly to take feedback regarding the Manpower services. The Contractor may also maintain a suggestion book for comments on the services rendered by it.
- 5.19 The duties and responsibilities of the manpower deployed by the agency are as per the job profile for regular posts of ESI Corporation.

6. WORKMEN SAFETY:

- 6.1 The contractor shall deploy only such adult workers who are physically and mentally fit and a general medical certificate to that effect should be enclosed with the bio-data of the workers at the time of commencement of contract and deployment of the persons.
- 6.2 The service provider shall ensure the Health and Safety measures of the employees and it shall alone be fully responsible for well being, safety, security and insurance of their personnel.
- 6.3 The institute shall not be liable for any damage and/or compensation payable to any worker of contractor or to the contractor in case of any fatal injury/death caused to or by any man power while performing/discharging their duties or otherwise, The contractor shall indemnify ESIC for all such damages, compensation and expenses whatsoever in respect thereof or in relation thereto.

7. PAYMENT PROCEDURE:

- 7.1 Based on the biometric attendance fetched from AEBAS installed by the Institute and verified by the authorized officers/officials of the Institute, Agency shall disburse the monthly salary directly into bank account of its employees by 7th of next month and this payment should not be linked to the payment of the bills by ESIC.
- 7.2 Upon payment of the salary/wages, the Agency will have to submit the bill in duplicate complete in all respects endeavor shall be made to make the payment to the agency within fifteen days from the date of submission of the bill completed in all aspect.
- 7.3 While submitting the bill for the month, the service provider must enclose the following documents:-
 - a. Details of payment of wages credited to their Bank Account of workers along with details of deduction and payment in respect of ESI/EPF along with attendance verified by authorized person of the Hospital.
 - b. Proof of payment of ESIC contribution employee wise along with challan.
 - c. Proof of payment EPF contribution employee wise along with challan.
 - d. Details of GST payments of the last month/cycle along with Challan.
 - e. A certificate that he is complying with all the applicable Statutory Labour Laws.
 - f. Computerized printout of Biometric Attendance Sheet duly verified by authorized person of ESIC in respect of the persons deployed for the billing month, along with salary sheet for the billing month.

- 7.4 The Agency is also required to issue pay slips to all employees every month.
- 7.5 All the payment to the workers to be made by the agency through bank transactions only. Cash payment shall be treated at par with non-payment of wages.
- 7.6 The contractor shall maintain such other records as per scope of work or prescribed by ESIC from time to time.

8. LIQUIDATED DAMAGES OR PENALTY FOR LACK OF PERFORMANCE:

- 8.1 Intentional and consistent delay in payment of salary/wages shall not be tolerated by ESIC and a penalty of Rs. 2,500/- may be levied per day for delay in payment of salary wages to engaged employees at the discretion of the competent authority. Said penalty, if imposed, shall be deducted from the total bill.
- 8.2 The contractor shall ensure the payment of Wages as per The Institute's instruction. If it is established that contractor is exploiting its employees by disbursing the wages less than the prescribed, the contract shall be terminated apart from legal action as deemed fit.
- 8.3 If it is found that in spite of imposition of penalty, agency is continuing the contravention of Payment of Wages Act, 1936 and Contract Labour (Regulation and Prohibition) Act, 1971 deliberately, Contract shall be terminated.
- 8.4 For those nursing and paramedical services, as defined by competent authority at the time of execution of contract, which are required to be in position 24×7, if the attendance falls short of contracted minimum number of persons, a penalty of Rs. 500 per person per day shall be deducted from the monthly bills submitted by the agency. The amount so deducted shall be final and no claim whatsoever will be entertained in order to ensure that there is no compromise in the delivery of essential medical services to the ESIC beneficiaries.
- 8.5 If any outsourced staff is not found in proper uniform and or not displaying photo identity card, a penalty of Rs. 300/- instance shall be deducted from contractor's bill.
- 8.6 If any outsourced staff is found indulging in smoking/drinking at the time of duty, a penalty of Rs. 300/- per instance shall be deducted from contractor's bill part from administrative action as deemed fit by authorities.
- 8.7 If any outsourced staff is found sleeping during duty hours, a penalty of Rs. 300/- per instance shall be deducted from contractor's bill.
- 8.8 If any outsourced staff is found absent from the place of duty, a penalty of Rs. 500/- per instance may be deducted from contractor's bill apart from termination of staff.
- 8.9 If the behavior of any outsourced Staff is found harsh/rude and non-cooperative towards patients/attendants/staff, a penalty of Rs. 300/- per instance shall be deducted from contractor's bill.
- 8.10 If any outsourced staff is found performing the duty by concealing any fact, a penalty of Rs. 500/- per instance shall be deducted from contractor's bill apart of removal of staff and legal action deemed fit against the contractor and its employee.
- 8.11 Employment of child labour will lead to termination of the contract.
- 8.12 If agency fails to make payments to its workers through Bank, contract is liable to be terminated.
- 8.13 The competent authority may decrease, waive off or enhance the penalty prescribed in this Clause depending on the past performance of the contractor and the decision of competent authority shall be final with regard to imposition of penalty.

9. DISPUTE SETTLEMENT

- 9.1 In case of any dispute and differences of opinion arising out of this contract, both parties shall try to resolve the same amicably by mutual consultation duly recorded.
- 9.2 If the parties fail to resolve the dispute by such mutual consultation within 21 days, then either of the party (depending on the position of the case) shall give notice to other party of its intention to commence arbitration as per Indian Arbitration and Conciliation Act, 1996.
- 9.3 All the disputes will be subject to the jurisdiction of Court situated at Varanasi only.

10. RISK CLAUSE

10.1 Contractor and its staff shall take proper and reasonable precautions to prevent from loss, destructions, waste or misuse the areas of responsibility given to them by the ESIC and shall not knowingly lend to any person or company any of the effects or assets of the ESIC under its control.

10.2 In the event of loss/damage of equipments etc. at the premises of the ESIC due to negligence/carelessness of Contractor staff, the Contractor shall compensate the loss to ESIC apart from removal of the responsible person.

10.3 The Contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the ESIC's premises and shall indemnify ESIC for any loss or damage caused by any act of the Contractor or its employees of staff etc.

10.4 The agency shall not sublet or subcontract this service/work to any other party in any circumstances, before or after the execution of contract. In such case, the contract will be terminated and performance security will be forfeited.

UNDERTAKING

**E-TENDER FOR PROVIDING NURSING & PARAMEDICAL STAFF FOR
ESIC HOSPITAL, PANDEYपुर, VARANASI FOR A PERIOD OF ONE YEAR**

Dear Sir,

1. I/We _____ hereby submit the application for the above mentioned works viz. _____
2. I/We hereby declare that I/we have perused and understood the tender document and accept all the terms & conditions, stipulated by the ESIC in connection with the tender for Providing Nursing & Paramedical Staff for ESIC Hospital, Pandeypur, Varanasi for a period of one year.
3. I/We confirm the documents submitted by the firm are legible and the onus of non-readable document shall be with the firm/company.
4. The information given in the Tender document is true and in case any thing found false, then the Proprietor/Partner/Director will be responsible for the same.
5. It is certified that the agency has never been black listed by any organization from Govt./PSU etc.
6. That I/We authorize Medical Superintendent to forfeit the security money deposited by me/us if any delay or failure to supply the article/completion of the work to the satisfaction of the hospital authority, within the stipulated time or the items of desired quality.
7. The I will be in the position to provide contract as per the work explained to me to the satisfaction of the Hospital authority.
8. That there is no vigilance/CBI case or court case pending against me/my firm debarring me/my firm to undertake contract work/supply of items quoted.
9. That I hereby undertake to carry out the work as has been explained to me to the satisfaction of competent authority with in stipulated period.
10. I have been informed that The Medical Superintendent, ESIC Hospital, Pandeypur, Varanasi has right to accept or reject any or all the tenders without assigning any reason thereof.
11. I am ready to sign the agreement with the ESIC, in case of my selection as successful Bidder.

Date: _____ Signature of Owner/Managing Partner/Director: _____

Place: _____ Name (in full who is signing): _____
Seal: _____

N.B.:- The above declaration, duly signed by the authorized signatory of the company, should be enclosed with Technical tender.

ANNEXURE-F

(To be submitted on the bidder's letter head)
TECHNICAL BID (Profile of the Bidder)

S.N.	Description	Description (to be filled-up by the bidder)
1	Name of Tendering Company/Firm	
2	Name of owner/partners/directors	
3	Full particulars of office (with full address mobile/telephone& emails)	
4	Full particulars of Bankers of the Firm/company (with Account numbers, MICR & IFSC, full address, emails, phone/mobile of bank's branch)	
5	PAN No.	
6	GST Registration Number	
7	EPF & ESI Registration Number	
8	Labour License Number	

I have read and understood the tender document/corrigendum issued, available at website <http://www.esic.nic.in/tenders>.

Date: _____ Signature of Owner/Managing Partner/Director:

Place: _____ Name (in full, who is signing):

Seal:

ANNEXURE-G**CHECK LIST FOR UPLOADING OF SCANNED DOCUMENTS ALONG WITH THE BID, WITHOUT WHICH THE TENDER IS LIABLE TO BE REJECTED**

S.N.	Description of the items	Scanned Self-attested Copies uploaded (Yes/No)	Bidder must write Page No.
1	Technical Bid (profile of the bidder) (Annexure F)		
2	Scanned copy of EMD for an amount of Rs 8,82,989/- (Original EMD to be submitted as mentioned in the document)		
3	Copy of PAN Card		
4	Copy of GST registration		
5	Copy of Registration certificate of Firm/Agency/Organization as Partnership/Proprietorship/Private Limited/Limited Company		
6	Copy of Labour license		
7	Copy of Shops and Establishment Registration certificate issued by Uttar Pradesh Government		
8	Audited Balance Sheets with Profit & Loss Account Statements for the last three financial years(2018-19, 2017-18, 2016-17) certified by the Chartered Accountant		
9	Income Tax returns for the last three financial years(2018-19, 2017-18, 2016-17)		
10	Copy of work orders and completion certificate clearly depicting value of contract related to nursing and paramedical services performed in last three financial years(2018-19, 2017-18, 2016-17) in support of project experience/eligibility conditions.		
11	List of at least 39 employees related to nursing and paramedical services on payroll of bidder in prescribed format duly signed by authorized signatory on letter head of the bidder		
12	Undertaking (Annexure E)		
13	Checklist (Annexure G)		
14	Copy of Authorization Certificate for signing tender documents if signed by person other than the Bidder.		
15	ESIC Registration Certificate with latest paid challan		
16	EPFO Registration Certificate with latest paid challan		
17	Copy of complete E-tender document uploaded in www.esic.nic.in duly signed by the firm's authorized signatory with seal		

I/We certify that the information furnished above is true and correct. I have read and understood the tender document/corrigendum issued, available at www.esic.nic.in/tenders. The terms and conditions are acceptable to us and I have the authority to bid this E-TENDER.

Date:

Signature of Owner/Managing Partner/Director:

Place:

Name (in full who is signing):

Seal:

ANNEXURE-H

FINANCIAL BID (To be uploaded Online in GeM portal in financial bid only)

No.....

Dated.....

To

The Medical Superintendent,
ESIC Hospital, Pandeypur, Varanasi

**Subject: Quotations for award of contract for outsourcing Manpower
(Nursing and Paramedical Staff) Services.**

Sir,

With reference to your GeM e-tender dated..... on the subject cited above I/we quote the service charge for above mentioned work as under:-

Service charge to be quoted in percentage:-

In Figures	In words

Signature of the Authorized signatory of the Bidder with seal of the Firm.

Note:

1. Service Charges shall be paid on whole Bill Amount excluding Govt. Taxes, Duties or Cess etc.
2. Hospital shall pay all statutory duties like ESI/EPF (per month), Bonus etc, as applicable.
3. Rates of Service Charges Quoted should be in figures as well as in words and no overwriting or cutting is allowed.
4. Service Charges quoted by bidder should include all Administrative Charges, Supervisory Charges, Charges for running Establishment, Charges for providing uniform, shoes and other amenities to the manpower to be deputed at hospital.