

Bid Corrigendum

GEM/2024/B/4984017-C1

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions

Buyer Added Bid Specific Additional Terms and Conditions

1. **OPTION CLAUSE:** The buyer can increase or decrease the contract quantity or contract duration up to 25 percent of issue of the contract. However, once the contract is issued, contract quantity or contract duration can be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration
2. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings and should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of the buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of the buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to the buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Seller's obligations there under.
4. **AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be located in the state of the Consignee. **DOCUMENTARY EVIDENCE TO BE SUBMITTED.**
5. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
6. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
7. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid ATC and Corrigendum if any.
8. **PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer along with all statutory dues like, PF, ESIC etc. as well as the bank statement of payment done to staff.
9. Bidders can also submit the EMD with Account Payee Demand Draft in favour of
ESIC SAVINGS FUND ACCOUNT NO: 1
payable at
HYDERABAD
.
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.
10. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides which is allowed as per GeM GTC). DD should be made in favour of
ESIC SAVINGS FUND ACCOUNT NO: 1
payable at
HYDERABAD
.
After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
11. Buyer Added text based ATC clauses
 1. With reference to Qualification and eligibility of the candidates, the contents recorded in the Scope of work are as follows
 2. **All the bidders must upload INTEGRITY PACT duly signed. Bid shall not be considered unless INTEGRITY PACT is uploaded as ATC document.**

3. Annexure A

SCOPE OF WORK

1. In case the contractor fails to commence the contract by the date mentioned in the work order, the security deposit shall be forfeited and the contractor shall be blacklisted for three years.
2. On award of contract, the contractor has to obtain a separate sub-code for ESIC and EPF for remitting contributions for this site and all the remittances of contributions pertaining to the staff deployed at this Hospital to be done under the sub-codes only.
3. The contractor has to deploy the manpower as per the reservation policy of the Government of India.
4. The contractor shall not indulge in corrupt practices in any manner including taking amount for appointing suitable duties etc. In case it is found, the contract shall be summarily terminated and shall stand void for five years from the date of termination.
5. The contractor shall have to adopt a very transparent and efficient process for selection of their manpower employed at this site. Advertisements shall have to be given in major newspapers with details of contract, location, pay etc. All the application forms received, their process of evaluation and appointment shall be preserved and provided to this Hospital as and when required.
6. The successful contractor, before the start of the contract, has to submit a list of employees containing Name, designation, qualification, experience, bank account number, aadhaar no, status of police verification etc. The contractor shall also provide bio-data of all the employees with the enclosures (copies of certificates) and educational qualifications, experience, police verification etc.
7. The contractor shall submit undertakings obtained from each employee that they are aware that their employment is temporary in nature and liable to be terminated any time.
In case of joining of regular employees, the manpower requirement shall be decreased to that extent and the contractor shall adjust the discontinued employees by himself and ESIC shall not be responsible for their relocation or reappointment or readjustment. Similarly, the Contractor has to submit an undertaking that he has not received any amount from the deployed staff for the purpose of providing employment.
In case of the manpower deployed for the purpose of COVID duties, the requirement shall be only till the COVID lasts and the manpower shall have to be discontinued after that and the contractor shall adjust the discontinued employees by himself and ESIC shall not be responsible for their relocation or reappointment or readjustment.
8. All the employees deployed at this site shall have to be given appointment letters by the contractor. A penalty of Rs 1000/- per each employee for whom appointment letter is not issued, shall be levied and deducted from the monthly bill.
9. The Contractor at all times should indemnify ESIC against all claims, damages or compensation under provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen's Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Shops and Establishments Act, 1947; modification thereof or any other law relating thereto and rules made there under from time to time. The Contractor shall not own any responsibility in this regard.
10. The Contractor has to provide standard liveries on his own cost to its staff. The staff shall be in proper uniform provided by the contractor but approved by ESIC administration with their identity properly displayed. Sanctioned uniforms will have to be submitted by the Contractor for the approval of competent authority. In case of failure of contractor to provide uniforms or proper uniforms to the staff, ESIC reserves the right to provide the uniforms and deduct the expenditure incurred on the same from the monthly bills. In addition, penalty at the rate of Rs 1000/- per person may also be levied at the discretion of the Medical Superintendent. The Contractor shall ensure that the staff on duty wears proper uniform and in case any staff is found to be not wearing uniform or proper uniform, a penalty at the rate of Rs 1,000/- per employee per day will be levied.
11. **Payment Procedure:**
 - a) Payment to all the engaged employees will have to be made on or before 7th of the succeeding month, any wages and exploitation of engaged employees shall not be tolerated by ESIC and a penalty of Rs. 1,000/- per employee per day shall be levied for delay in payment of salary to engaged employees. Said penalty shall be deducted from the total bill. **"PAYMENT OF WAGES IS NOT LINKED TO PAYMENT OF THE BILL. However, Endeavour shall be made to make payment to the Agency in time.**
 - b) All the payments to the workers have to be made by the Agency through Bank transactions only on or before 7th day of each month. Cash payment is strictly prohibited. Agreement with the Agencies, who does not make payments to its workers through Bank is shall be terminated.
 - c) The Contractor is also required to issue payslips to all its employees every month. In case of failure to provide payslips, a penalty of Rs 1000/- per employee for whom pay slip was not issued shall be deducted from the monthly bill. **PDF file showing the pay slips of all the employees shall have to be mailed to the Hospital mail id.**
 - d) Payment will be made upon submission of the bill in triplicate. Payment of the bill will be based on computer generated bills in standardized proforma approved by ESIC SSH Sanathnagar along with computer generated attendance sheet in respect of the persons deployed. Bills without relevant documents may not be processed till the submission of the documents.
 - e) While submitting the bill, the contractor shall file an undertaking as per **Annexure C** appended to this

which bill shall not be processed

12. All the employees of the Contractor have to mark their attendance in the Aadhaar Enabled Biometric attendance system or any other attendance system as per the instructions of the competent authority of the Hospital. The bills shall be based on the attendance marked on such system along with the satisfactory certificate from HoDs and the feedback from Santusht App.
13. The contractor shall maintain all statutory registers/ documents required in compliance to various labour laws. The same shall have to be produced, on demand, to the Hospital authorities or any other authority.
14. A representative of the Contractor should be present on a daily basis during 09:00 AM to 05:00 PM from Saturday for proper monitoring. The records of such visits shall be entered in the register provided at the Hospital. The register shall contain the details of visit, corrective/remedial actions taken regarding the complaint raised by the deployed staff/Hospital, remarks etc. In case of non-visiting of the hospital as above, a penalty of Rs 1000/- per day shall be levied and deducted from the monthly bill. In case of non-maintenance of above mentioned Biometric attendance facility or any other attendance system as per the instructions of the competent authority of the Hospital. The remuneration to the above representative shall have to be paid by the Contractor. The Hospital shall **NOT** reimburse the same.
15. **Risk Clause**
 - a) The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of any failure of the existing arrangement. ESIC reserve the right for termination of the contract at any time on one month written notice, if the services are found unsatisfactory and also has the right to award the contract to the other selected tenderer at the cost, risk and responsibilities of Contractor and excess expenditure incurred of this will be recovered by the ESIC SSH Sanathnagar from the Contractor Security Deposit or pending by filing a separate claim.
 - b) All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings shall be held with the Medical Superintendent. Contractor and his staff shall take proper and reasonable precautions to prevent loss, destructions, waste or misuse of the areas of responsibility given to them by the Hospital, and shall not knowingly lend to any person or company any of the effects or assets of the Hospital, under its control.
 - c) In the event of loss/damage of equipments etc. at the premises of the ESIC SSH Sanathnagar due to negligence of Contractor staff, if established after a joint enquiry, then the Contractor shall compensate the ESIC SSH Sanathnagar. The Contractor or his representative/s shall meet Hospital representative/s regularly to discuss and acknowledge regarding the services.
 - d) The Contractor will also maintain a suggestion book for comments on the services rendered by it and present the same to the administration office monthly.
 - e) The Contractor shall, in performing its part of this Agreement, ensure the safety of the building and the premises during entering in or visiting the ESIC SSH Sanathnagar premises and shall indemnify Hospital, for any loss or damage caused by any act of the Contractor or its employees or staff etc.
 - f) The Contractor shall not assign or sublet this Agreement or any part thereof to any third party, where associates for providing services / meeting contractual responsibilities if availed by the contractor, the contractor shall be fully responsible for performance & all acts of the associate as if they are his own.
 - g) Training on behaviour aspects and ethics must be done regularly along with Continuous Nursing Education. ESIC SSH Sanathnagar's way of working should be communicated to all contract staff. Training report of the staff to be submitted once in a month.
 - h) Licenses if any required for providing the manpower services at the site will be procured by the Contractor.
16. The monthly GST for this site has to be paid separately and shall have to be submitted along with the bill.
17. It is the responsibility of the contractor to draw the duty roster of contract employees in consultation with HoDs or ANS I/cs. In case of non-submission of duty roster by last day of the previous month, a penalty of Rs 1000/- per day per ward/Department/unit shall be levied. The duty roster shall be in compliance with all the labour laws in vogue and it is the sole responsibility of the contractor in case of any labour issues arising out of the contract.
18. Escalation Matrix for resolving the grievances of the deployed employees has to be shared with all the employees. Any grievance received from any employee has to be attended and resolved in reasonable time. Proper records of grievances along with their resolutions shall have to be produced to the Hospital authorities once in a month when demanded.
19. ESIC reserves the right to reduce the number of outsourced manpower to any extent in the event of appointment of regular manpower. It is the sole responsibility of the Contractor to adjust the discontinued manpower in the organization. Any labour/legal issues arising out of the above shall have to be taken care solely by the contractor. ESIC shall not take any responsibility in this regard.
20. Feedback regarding the performance of the deployed manpower shall be taken regularly from the HoDs/I

and Santusht App. Replacement of employee(s) due to unsatisfactory performance shall have to be done on the basis of intimation given to the contractor by the Hospital Authorities.

21. Notwithstanding anything contained above, the following penalties shall be levied for non-compliance of conditions of GeM bid document, Contract Agreement, work order etc from the monthly bills of the contractor on the performance security deposit:

| S.No | Nature of non-compliance | Penalties for non-compliance |
|------|---|--|
| 1. | Fails to commence the contract by the date mentioned in the work order | Performance security deposit shall be forfeited and the contractor shall be blacklisted for three years. |
| 2. | Non-obtaining of separate ESIC and / or EPF Sub Code for this site | Rs 10,000/- during the first month, Rs 20,000/- for subsequent months. In case the delay is beyond 3 months, cancellation of contract by Dean/Medical Superintendent |
| 3. | The contractor shall not indulge in corrupt practices in any manner including taking amount for appointments or assigning suitable duties, taking back the amount paid as salary, taking charges for uniforms from employees etc. | The contract shall be summarily terminated and the contractor shall stand blacklisted for five years from the date of termination |
| 4. | Non deployment of total manpower mentioned in the contract as per the date of joining or as per the manpower demanded by ESIC. | Up to 15 Days, @1% per day of the total value of non-deployed manpower. Beyond 15 days contract may be cancelled with cancellation charges @ 10% of the order value. |
| 5. | Not providing escalation matrix for redressal of grievances of employees | Rs 10,000/- during the first week, Rs 20,000/- for subsequent weeks. In case the delay is beyond 3 weeks, cancellation of contract by Dean/Medical Superintendent |
| 6. | Non-submission of list of employees containing the details of Name, designation, qualification, experience, bank account number, aadhaar no, status of police verification and bio-data of all the employees with the enclosures (copies of certificates) of educational qualifications, experience, police verification etc. | Rs 1000/- per employee for each day of delay |
| 7. | The contractor shall submit undertakings obtained from each employee that they are aware that their employment is temporary in nature and liable to be terminated any time and no amount is paid to the contractor or any person for the purpose of this employment. Similarly, the Contractor has to submit an undertaking that he has not collected or received any amount from the deployed staff for the purpose of providing employment. The expenditure incurred for the undertakings/affidavits shall have to be borne by the contractor only and shall not be charged to the employees. (Please see clause no 7 of Scope of work) | Rs 1000/- per person per each day of delay for non-submission of employees' undertakings. Rs. 5000/-per day for non-submission of Contractor's undertaking. |

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| 8. | All the employees deployed at this site shall have to be given appointment letters by the contractor. | A penalty of Rs 1000/- per employee for whom a appointment letter is not issued shall be levied and deducted from the monthly bill |
| 9. | If the employee is found responsible for any theft, loss of material/ articles and damages | Deduction in actual from the monthly bills, equivalent to the value of the article theft/lost/ damage by the employee. Replacement of the employee within 2 days/cancellation of contract by Dean/Medical Superintendent depending on the gravity of the act. |
| 10. | If the employee is found responsible for disobedience/ misconduct | Warning/ counseling /Immediate replacement within 2 days as decided by the Dean/Medical Superintendent depending on the gravity of the act. |
| 11. | If the employee is absent or takes leave for more than 2 days without informing or taking prior approval. | Substitute within 2 days failing which, @ 1% per day of the total value of the absent resources up to 15 days. Beyond 15 days contract may be cancelled with cancellation charges @ 10% of the order value. |
| 12. | If the employee is found responsible for adopting illegal methods or exercising any corrupt practice in collusion with any third party or officials or indulges in group activities at the workplace that affects patient care or damages the reputation of ESIC or Hospital or Medical College | Immediate replacement within 2 days cancellation of the contract with cancellation charges @ 10%, as decided by the Dean/Medical Superintendent depending on the gravity of the act. |
| 13. | Non-provision of standard uniform, ID cards & leveries as mentioned in the Terms & Conditions of the contract | A penalty at the rate of Rs 1000/- per day per person shall be levied on the contractor. |
| 14. | Staff not wearing uniform and ID cards | Penalty at the rate of Rs 1,000/- per employee per day will be levied on the contractor |
| 15. | Non-payment of wages on or before 7th of the succeeding month irrespective of pending bills with ESIC | Rs 1,000/- per employee per each day of delay. The amount has to be paid to the employees for whom the payment of salaries was delayed. |
| 16. | Non-issue of payslips to the employees | Penalty of Rs 1000/- per employee per month for whom payslip was not issued |
| 17. | Non-submission of bill by 20 th of the succeeding month | Rs 5000/- per each day of delay |
| 18. | Non-maintenance/submission of statutory registers | Rs 5000/- per each instance |
| 19. | In case of non-visiting of the hospital by Contractor/his representative or non-marking of biometric attendance | a penalty of Rs 1000/- per each day of absence or non-marking shall be levied |
| 20. | In case of non-maintenance of visit register properly | Rs 1000/- per each instance shall be levied |
| 21. | Non-maintenance of suggestion book | Rs 1000/- per day |
| 22. | Submission of duty roster by last day of the previous month and display of names of the deployed employees at ward/ Department /Unit | It is the responsibility of the contractor to draw the duty roster of contract employees in consultation with respective HoDs or ANS I/cs. In case of non-submission of duty roster by last day of the previous |

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| | | ous month, a penalty of Rs 1000/- per day per ward/Department/unit shall be levied. The duty roster shall be in compliance with all the labour/other laws in vogue and it is the sole responsibility of the contractor in case of any labour issues arising out of such rosters. |
| 23 | Indulging in smoking/ drinking/ sleeping or any other misconduct during duty hours | Rs 5000/- per person and immediate removal of the offender and replacement |
| 24 | Duty performed by a worker for more than one shift in 24 hours | Shall not be allowed. In case such instance is found, Rs 1000/- penalty per such worker. The Contractor shall be solely responsible regarding labour issues arising for such act from Regional Labour Commissioner or any Statutory authority |
| 25 | If an Office is not established within 15 days of issue of work order | Rs 5000/- per each day upto first 10 days, Rs 10000/- per each day from 11th to 20th day 15000/- per each day from 21st to last day of the month. After one month, termination of contract |
| 26 | Unsatisfactory performance | Individual Complaint: 1000/- per instance. Adverse report by Committee for inspection: 5000/- per instance. Adverse Monthly report: 10,000/- per report |
| 27 | If lesser number of staff are deployed when compared to the duty roster | Rs 1000/- per each under deployed staff |
| 29 | If any staff refuses to do any work which is under the scope of the contract | Rs 5000/- per each instance |
| 29 | Any on-duty employee not present in the allotted Department | Rs 1000/- per each instance |

22. The educational qualifications, eligibility criteria, no. of posts and their remuneration are given below:

| Sl. No | Post | Eligibility (as per ESIC Recruitment Regulations) | No of posts | Consolidated Remuneration (Rs) |
|--------|--|---|-------------|--------------------------------|
| 1 | Medical Record Assistant (Previously Jr. MRT) | (i) 12 th Class pass from a recognized Board or University. (ii) Certificate of Medical Record Technician training from a recognized institute (iii) A typing speed of 35 words per minute in English or 30 words per minute in Hindi on computer (35 words per minute and 30 words per minute correspond to 10500 key depressions per hour or 9000 key depressions on an average of 5 key depressions for each word) (AT PRESENT NO POST IS VACANT. HOWEVER, KEEPING THE CHANCE OF ARISING OF VACANCY IN FUTURE, INCLUDED IN BID FOR 1 PERSON) | 1 | 21,300 |

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|----|---|--|-----|-------|
| 2 | Junior Medical Laboratory Technologist (Previously Lab Assistant) | <u>Essential:-</u> 1. 12 th class pass with Science subjects from a recognized Board. 2. Diploma in Medical Laboratory Technologist from any Government recognised institution with one year relevant experience. <u>Desirable qualification:-</u> Bachelor Degree in Medical Laboratory Science. | 25 | 23316 |
| 3 | Jr. Radiographer | (i) 12 th class pass with Science from a recognized Board. (ii) Certificate or Diploma in Radiography (Two Years Duration) from a recognized Institute. | 16 | 23316 |
| 4 | Dialysis Technician | <u>Essential:-</u> 1. 10+2 in Science subjects or equivalent qualification from recognized Board/University. 2. Training in Haemodialysis from a recognized hospital/institute or one year experience in haemodialysis in recognized/registered hospital/medical institute. <u>Desirable:-</u> Bachelor's Degree with Chemistry as a subject or equivalent qualification. | 44 | 27336 |
| 5 | Pharmacist | Degree in pharmacy/Sr.Secondary with Diploma in Pharmacy from a recognized institution and qualified & registered as pharmacist under Pharmacy Act, 1948 | 5 | 31356 |
| 6 | ECG Tech | 10+2 in Science subjects or equivalent qualification from recognized Board Two years Diploma in ECG from Central or State Government or AICTE recognised Institute | 7 | 27336 |
| 7 | CSR Assistant (Previously CSSD Asst) | Sr. Secondary/10+2 or equivalent qualification from a recognized Board with one year experience in relevant field from a recognized/registered hospital. | 4 | 21306 |
| 8 | Nursing Orderly | Matriculation or equivalent from recognized board. Elementary knowledge of 1 ST Aid one year experience in handling and dressing wounds in Govt approved/registered Nursing Home/Hospital. | 105 | 22412 |
| 9 | O.T. Asst | Sr. Secondary/10+2 or equivalent qualification from a recognized Board with one year experience in O.T of a recognized Hospital. | 17 | 23316 |
| 10 | Respiratory Lab Assistant | Essential: Matriculation or equivalent from recognized board. 2) Two years Experience in Fibre optic Bronchoscope and various Lung Function Test Machine in a Respiratory Laboratory of a Govt. Hosp/Teaching Institute/Registered Nursing Home. | 4 | 27336 |
| 11 | EEG Technician | BTech In Electronics and Electrical Communication Engineering from an AICTE recognized university or Institute (OR) Three Years Diploma in Electronics and Electrical Communication Engineering from an AICTE recognized university or Institute One year experience of handling neurological Diagnostic Equipment like Digital EEG Machine and NCV/EMG System in a 20 bedded or more hospital. | 2 | 37922 |

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|----|--|---|-----|-------|
| 12 | Nursing Officer (Previously Staff Nurse) | <p>Essential qualification:</p> <p>(A)(I) B.Sc. (Hons) in Nursing from a recognized University or Institute; or Regular course in B.Sc. Nursing from a recognized university or Institute; or</p> <p>Post Basic B.Sc. Nursing from a recognized University of Institute; and</p> <p>(II) registered as a nurse or nurse and mid-wife (registered Nurse or registered Midwife) with State Nursing Council. OR</p> <p>(B)(I) Diploma in General Nursing Mid-wifery from a recognized Board or Council:</p> <p>(II) Registered as a nurse or nurse and mid-wife (registered Nurse or registered Nurse & registered Midwife) from State Nursing Council; and (III) One year experience in minimum fifty bedded hospital after acquiring the educational qualification mention at (B)(I) above.</p> | 181 | 48106 |
| 13 | Dietician | <p>Master Degree in Food and Nutrition or Home Science or Home Economics or Clinical Nutrition or Food and Nutrition Dietetics or Dietetics and Food Service Management from a recognised University or Institute OR</p> <p>(I) B.Sc. in in Food and Nutrition or Home Science or Home Economics or Clinical Nutrition or Food and Nutrition Dietetics or Dietetics and Food Service Management from a recognised University or Institute; and</p> <p>(II) Post-Graduate Diploma in Dietetics from a recognised University or Institute; and</p> <p>(III) One year practical experience in Dietetics in a 100-bedded hospital under Central Govt or State Govt or Autonomous or Statutory Organisation or Public Sector Undertaking or Recognised Universities or Research Institutions</p> | 1 | 48106 |
| 14 | Biomedical Engineer | <p>Degree in Bio Medical Engineering from a recognised Institute. Preference will be given to experience persons who have served as Bio-Medical Engineer or above in Central/State/Public Sector Undertakings or Institute of repute OR</p> <p>Bachelors Degree in Mechanical or Industrial Engineering. The candidate should have sound background in Mechanical/Industrial Engineering and have specialized Bio-Medical training.</p> <p>Experience:</p> <p>1 year experience in a reputed hospital in the requisite field</p> | 1 | 56414 |
| 15 | C-Arm Technician | Two Years Diploma in Cath Lab technician Course (DCLT) from any Govt. recognised Medical Board with minimum 1 years' experience in the relevant field | 3 | 27336 |
| 16 | Cathlab Technician | Diploma in Cath Lab from a recognized Medical University with minimum 4 years work experience in the field of Cath Lab. | 8 | 27336 |

23. Additional Documents to be submitted:

- EMD (Rs 45,29,142/-) (If claiming exemption please upload necessary certificates/supporting documents)(please see Note below)*

2. Document showing minimum Average Annual Turnover of Rs 2200 lakhs during the last three years Financial Year (Financial Year 2020-21 (Assessment year 2021-22) , Financial Year 2021-22 (Assessment year 2022-23) & Financial Year 2022-23 (Assessment year 2023-24)
3. Check list along with Proforma A & B (given below)
4. The bidder should have executed at least one single order of providing Nursing and/or Para medical manpower in the last three years (ie., financial years 2021-22 , 2022-23 & 2023-24) to any Central / State Govt Organization / PSU / Public Listed Company.
5. Registration certificates / Licenses under contract labour act of Government of India (Contract Labour Act (R&A) 1970) or Government of Telangana
6. Declaration regarding non-blacklisting
7. ESIC and EPF registration numbers /certificates
8. GST Registration Certificate
9. Proof of payment of GST for the months of January 2024, February 2024 & March 2024. Please upload the Final Return (GST) for the above months.
10. Proof of payment of ESIC Contributions for the months of January 2024, February 2024 & March 2024. Please upload challans and Return on Contribution for the above months
11. Proof of payment of EPF Contributions for the months of January 2024, February 2024 & March 2024. Please upload challans and Electronic Challan cum receipt (ECR) for the above months
12. **An office of the Service Provider must be located at Hyderabad/Secunderabad. Documentary evidence to be submitted.** Otherwise, an undertaking must be uploaded that the office shall be opened within 15 days from the date of award of contract
13. Audited Balance Sheet and Profit & Loss Account for the Financial Years (Financial Year 2020-21 (Assessment year 2021-22) , Financial Year 2021-22 (Assessment year 2022-23) & Financial Year 2022-23 (Assessment year 2023-24))
14. Documentary evidence in compliance with the following clause:
 The Bidder must have executed at least
 One single order of 80% value of the Bid (or)
 Two orders each of 50% value of the Bid (or)
 Three orders each of 40% value of the Bid for similar service(s) in last **three** years (ie., financial years 2021-22, 2022-23 and 2023-24) to any Central / State Govt Organization / PSU / Public Listed Company
 Note: Please upload work orders/ completion certificates of only those contracts which were executed (completed) during the financial years 2021-22, 2022-23 and 2023-24. Do not upload the details of the running contracts or contracts prior to the above period)

Non-submission of the above documents may lead to disqualification.

24. CHECK LIST

The following check list (to be filled) along with Proforma A and B have to be submitted (upload by the bidders along with other documents. Non-submission of check list shall lead to disqualification)

| Description | To be submitted | Please mention in the submitted documents |
|---|--|---|
| EMD (Rs 45,29,142/-) (If claiming exemption please upload necessary certificates/supporting documents)* | Demand Draft /Bank Guarantee or exemption certificate* (please see the note below) | |

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|--|--|--|
| Minimum Average Annual Turnover of the bidder (For 3 Years) (Rs 2200 lakhs) Financial Year 2020-21 (Assessment year 2021-22), Financial Year 2021-22 (Assessment year 2022-23) & Financial Year 2022-23 (Assessment year 2023-24) |) Audited profit & loss a/c or CA certificate | |
| Past experience (atleast 3 years as on 31.03.2024) | Proforma A | |
| Executed contracts (completed) in the last three years One contract worth 18,11,65,690.9 (or) Two contracts worth Rs 11,32,28,556.86 each (or) Three contracts worth Rs 9,05,82,845.49 each (please upload work orders and completion certificates along with proforma B) | Proforma B | |
| The bidder should have executed atleast one single order of providing Nursing and/or Paramedical manpower in the last three years (ie., financial years 2021-22, 2022-23 & 2023-24) to any Central / State Govt Organization / PSU / Public Listed Company. (please upload work orders/ completion certificates) | Work order and completion certificate | |
| Registration certificates / Licenses under contract Labour act of Government of India (Contract Labour Act (R&A) 1970) or Government of Telangana | Labour Registration Certificates of Government of India or Government of Telangana | |
| ESIC registration certificate | ESIC registration certificate | |
| EPF registration certificate | EPF registration certificate | |
| GST Registration Certificate | GST Registration Certificate | |
| Proof of payment of ESI contribution for the months of January 2024, February 2024 & March 2024 | Challans and Return on contribution | |
| Proof of payment of EPF Contribution for the months of January 2024, February 2024 & March 2024 | Challans and Electronic Challan cum receipt (ECR) | |
| Proof of payment of GST for the months of January 2024, February 2024 & March 2024 | Final Return (GST) | |
| Documentary evidence regarding local office at Hyderabad/Secunderabad. Incase no office is located at the time of participating in the bid, bidder shall submit an undertaking that within 15 days of issue of work order, an office shall be established at Hyderabad/ Secunderabad and documentary evidence regarding this shall be s | Lease/rent agreement or any other Government document showing the address OR Undertaking | |

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| Submitted | | |
| Audited Balance Sheet and Profit & Loss Account for the Financial Years Financial Year 2020-21 (Assessment year 2021-22), Financial Year 2021-22 (Assessment year 2022-23) & Financial Year 2022-23 (Assessment year 2023-24) | Audited Balance Sheet and Profit & Loss Account | |
| Declaration regarding non-blacklisting | Declaration | |

Proforma A

| Name of the Organisation for which Nursing & Paramedical manpower services were provided | Whether the organization is a central Government or State Government or PSU or Autonomous body or public listed company | Nature of services provided i.e., Nursing & Paramedical manpower services or others | Date of commencement of service | Date of completion of service | Amount in Rs | Whether work order and satisfactory completion certificate enclosed |
|--|---|---|---------------------------------|-------------------------------|--------------|---|
| | | | | | | |

(Please provide the details of only completed contracts which satisfies the required eligibility criteria. Upload documents other than the above may lead to disqualification)

Proforma B

| Name of the Organisation for which Nursing & Paramedical manpower services were provided | Whether the organization is a central Government or State Government or PSU or Autonomous body or public listed company | Nature of services provided i.e., Nursing & Paramedical manpower services or others | Date of commencement of service | Date of completion of service | Amount in Rs | Whether work order and satisfactory completion certificate enclosed |
|--|---|---|---------------------------------|-------------------------------|--------------|---|
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(Please provide the details of only one or two or three completed contracts which satisfy the required eligibility criteria. Uploading of documents other than the above may lead to disqualification)

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these 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 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 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 being 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](#) 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 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.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this can raise their representation against the same by using the Representation window provided in the bid details field 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.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)