



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5256532  
Dated/दिनांक : 09-09-2024

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-09-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-09-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Labour And Employment
Department Name/विभाग का नाम	Employees State Insurance Corporation
Organisation Name/संगठन का नाम	Employees State Insurance Corporation
Office Name/कार्यालय का नाम	Esic Hospital Tirunelveli
Item Category/मद केटेगरी	Healthcare Sanitation Service
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	80 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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

**Bid Details/बिड विवरण**

<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	Yes
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	200000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

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

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

Payable at Tirunelveli  
ESIC Hospital, Vannarpettai, Tirunelveli  
(Esic Fund Account No.1)

**MII Compliance/एमआईआई अनुपालन**

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

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

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

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

3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

4. 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.

#### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
17-09-2024 11:00:00	ESIC Hospital Vannarpettai Tirunelveli

#### Healthcare Sanitation Service ( 1 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Category of Resource	Sanitary Supervisor

Specification	Values
Number Of Working Days in Week	6
Cleaning Cycle	Daily
Frequency of Cleaning(per day)	4
Machinery and Cleaning Agents	Customised List
Cost Consumable/Equipments	Consumables and equipment to be provided by the buyer
<b>Addon(s)/एडऑन</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Additional Requirement/अतिरिक्त आवश्यकता
1	M.Pitchaivel	627003,ESIC HOSPITAL, SALAI STREET , VANNARAPETTAI, TIRUNELVELI	1	<ul style="list-style-type: none"> <li>Minimum Wage Per Month (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR Inclusive of GST : 21756.11</li> </ul>

#### Healthcare Sanitation Service ( 25 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Category of Resource	Sanitary Attendant
Number Of Working Days in Week	6
Cleaning Cycle	Daily
Frequency of Cleaning(per day)	4
Machinery and Cleaning Agents	Customised List
Cost Consumable/Equipments	Consumables and equipment to be provided by the buyer
<b>Addon(s)/एडऑन</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Additional Requirement/अतिरिक्त आवश्यकता
1	M.Pitchaivel	627003,ESIC HOSPITAL, SALAI STREET , VANNARAPETTAI, TIRUNELVELI	25	<ul style="list-style-type: none"><li>• Minimum Wage Per Month (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR Inclusive of GST : 18617.54</li></ul>

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**I. INSTRUCTIONS TO THE BIDDERS**

1. In addition to the instructions of GeM portal, instructions and terms and conditions specific to this bid are also applicable. Tender must be submitted through GeM only. The bidders shall upload all the documents as per eligibility criteria for bidders. The bid received in physical mode shall not be considered at all.
2. Any corrigendum to this tender will be notified through the ESIC website and/or GeM portal only and no newspaper advertisement shall be given.
3. 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.
4. The tender is a two-bid system and those who are qualified in the technical bid alone shall be eligible for the financial bid and the bidder qualified for the financial bid shall only be informed in the GeM Portal.
5. The technical bids will be evaluated by the committee to ascertain the qualifying criteria i.e. works experience, eligibility criteria, financial background etc. The tenders will be evaluated based on the information sought for in the prescribed formats. All documents in support of details and work completion certificates etc., should bear the stamp and signature of the authorized re

representative / quoting firm and shall be enclosed with the Technical Bid.

6. The bidders may seek or submit their queries regarding this bid on or before the pre bid meeting which shall be held at ESIC Hospital, Tirunelveli and the same shall be clarified through the pre bid meeting minutes/clarification. The queries received after the date of pre bid meeting shall not be responded and shall not be considered in the bid evaluation.

7. In general, L1 tenderer will be selected for award of contract. However, the selection of the agency will be at the sole discretion of the Medical Superintendent, ESIC Hospital, Tirunelveli who reserves its right to accept or reject any or all the proposals without assigning any reason.

8. The successful Tenderer will have to deposit the Performance Security Deposit and commence the work within 15 days of acceptance of tender. Otherwise the contract will be cancelled.

9. Any attempt to negotiate directly or indirectly on the part of the Bidder with the authority competent to finally accept the Tender, or influence the acceptance of the tender by any means will result in his bid excluded from consideration.

10. Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing the documents mentioned in this tender notification will summarily be rejected.

11. Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their Tenders rejected outrightly.

12. 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.

13. It requires that ESIC hospital, Tirunelveli as well as bidder observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ESIC Hospital, Tirunelveli 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.

14. The Medical Superintendent, ESIC Hospital, Tirunelveli reserves the right to accept or reject any bid without assigning any reason at any time at any stage 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.

15. Clarification regarding this tender may be sought through e-mail at [ms-tirunelveli@esic.nic.in](mailto:ms-tirunelveli@esic.nic.in).

## **II. DETAILS OF MAN POWER REQUIRED**

1. The details of the manpower required at present is as below:

Sl. No.	Post	Manpower required	Remarks
1.	Housekeeping Supervisor (Skilled)	1	Wages shall be as per central minimum wages applicable to this organisation and any revision by the CLC in this regard is also applicable
2.	Housekeeping attendants (Unskilled)	25	

2. **Area Covered :** The premises include the plinth and covered area of the building within the boundary of the premises.

### III. BIDDER ELIGIBILITY CONDITIONS

1. The Bidder must have registered with Registrar of Firms/ Certificate of Registration with Labour Department as an Establishment/ Tamilnadu State Labour licence. A self attested copy of this should be uploaded.
2. Bidder should have a registered office/ Branch office in Tamilnadu. A self-attested copy of document in this regard as proof of having an office in Tamilnadu is to be enclosed.
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.
  - a. In this regard, an undertaking available in this tender document is to be submitted.
  - b. Further an affidavit in this regard notarized after the date of this tender notice publication shall be furnished by the bidder.
  - c. The bid received without this undertaking and signed affidavit shall not be considered for financial bid.
4. The Bidder must have an average annual turnover of Rs. 80,00,000/- (Rs. Eighty Lakh Only) during the last three financial years (2023-24, 2022-23 & 2021-2022). A Certificate in this regard, duly signed by the registered auditor should be uploaded.
5. The bidder should have experience of handling similar kind of work in organizations including Govt. & Public Sector in the last three financial years (2023-24, 2022-23 & 2021-22) and the "Satisfactory work completion certificate with value of contract" issued by their client in support of their contention should be submitted

6. Self-attested copies of the following documents must be uploaded for technical evaluation, failing which the bid shall not be considered for the financial bid evaluation :
  - a. Audited Balance Sheet, Audited Profit and Loss Account and Income Tax Return of last three financial years i.e., 2023-24, 2022-23 & 2021-2022.
  - b. Copy of work orders/ experience certificate in support of sl. no. 5 clearly depicting the value of contract related to human resource manpower services in support of project experience should be uploaded.
  - c. Valid EPFO, ESIC Registration Certificates.
  - d. Valid GST/ PAN Registration Certificate and the proof of making GST and Income Tax payment for the last three financial years in respect of the bidding Firm.
  - e. The bidder should have a valid Central/ State Labour License for supply of manpower.
7. The bidder is informed to submit the documents in support of sl.no. 1 to sl.no. 6 only, uploading of irrelevant voluminous pages shall not be considered for evaluation of the bid. And the bid received without any of the above shall not be considered for the financial bid.
8. The Medical Superintendent reserves the right to modify or relax the eligibility criteria in case sufficient numbers of the Bidders are unable to fulfil the required criteria. No relaxation will be given as far as statutory requirements are concerned.

#### **IV. BID EVALUATION**

1. The bids received and found deficient on account of registrations, documents or any required information are liable to be rejected summarily.
2. The Bids from Individual/ Firm/ Organization including its Partners/ Shareholders/ Directors who have been black listed/ prosecuted by any departments/ statutory bodies in any State or by any Court of Law, shall not be entertained.
3. The bid received without Bid security (EMD) shall be rejected at the bid opening stage.
4. The earnest Money Deposit (EMD) shall be refunded to the unsuccessful bidders after finalization of the Tender process.
5. EMD shall be refunded to the successful tender on receipt of Security deposit or shall be allowed to be adjusted towards security deposit.
6. No interest is payable on the EMD.
7. The bid security deposit may be forfeited:
  - (i) If a bidder withdraws his bid during the specified period of bid validity



y specified in the bid document.

(ii) In the case of successful bidder, if the bidder fails to:

- Accept the offer of contract.
  - Furnish the Performance Security within the time specified in the document.
8. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and service providers for services are eligible for exemption for EMD. Traders are excluded from the purview of this policy. The EMD exemption exclusion shall be considered for the above category only. Others shall be considered as the bid received without EMD only.
  9. The Integrity Pact available in the tender document should be duly signed and uploaded by the bidder. The bid received without signed Integrity Pact shall not be considered for financial bid.
  10. Based on the evaluation and recommendation of the committee nominated by the Medical Superintendent, the bidder shall be recommended for next stage of the tender. Technically qualified bidders with reference to the eligibility conditions will alone be considered for the evaluation of financial bid. The decision of the Medical Superintendent on the recommendation of the committee is final.
  11. The bidder should quote only for the rate percentage (%) of administrative charges / service charges in the Financial Bid.
  12. The service provider should quote the service charges as a percentage of monthly wage bills exclusive of GST. As per DoE OM No.F/6/1/2023-PPD dt. 06.01.2023, the minimum service charges is fixed as 3.85% (3% profit plus transaction charges which are 0.85% at present) as proposed by GeM. If a bidder is found to have quoted less than the minimum service charges, then their bid will be summarily rejected.
  13. Subject to satisfaction of all terms and conditions of this tender, the bidder quoting the lowest service charge, in compliance with the conditions mentioned above, shall be awarded the contract. If more than one bidder quotes the same rate, then the successful bid shall be finalised based on the two options as detailed below :
    - a. Placement of contract based on the Algorithm runs by GeM system (or)
    - b. Placement of contract on anyone of the L-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.The decision of Medical Superintendent, ESIC Hospital, Tirunelveli in this regard is final.

## **V. PERFORMANCE SECURITY DEPOSIT**

1. The successful bidder shall furnish, a Performance security deposit equivalent to 5 % of the value of the contract in the form of Banker's cheque or De

mand Draft from any scheduled Bank in favour of “ESIC Fund A/C No.1” payable at Tirunelveli before the execution of contract.

2. No interest will be accrued and paid on the security deposit. This amount will be refunded after satisfactory fulfilment of the contract and all accounts thereafter shall be 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.

3. Performance Security Deposit shall be forfeited in the event of violation of any of the mentioned terms and conditions of the contract.

## **VI. TERMS AND CONDITIONS OF CONTRACT**

### **1. COMMENCEMENT OF CONTRACT**

- 1.1 The successful bidder shall be notified and the ESIC Hospital will send the successful bidder the work order on the official e-mail address of the bidder /Gem.
- 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 furnish the Performance Security deposit as detailed in the terms and conditions of this Tender notification.
- 1.4 The successful bidder shall prepare and produce a list of the manpower as prescribed before the execution of contract.
- 1.5 The contract is likely to commence subject to fulfilment of condition at Sl. No.1.2 to 1.4, successful bidder should also execute the contract agreement on non-judicial stamp paper of Tamil Nadu of requisite Denomination along with performance security deposit before the commencement of the contract. Non fulfilment of the condition of executing a contract by the contractor would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money/blacklisting the bidder as per EMD declaration.
- 1.6 The successful bidder has to submit the antecedents of the manpower to be engaged, 3 passport size photographs, details of qualification along with proof, Aadhar Card, etc., 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 successful bidder shall submit undertakings obtained from each person to be deployed that the employment is temporary in nature and on contract basis only before commencement of the contract.
- 1.8 The successful bidder shall produce the certificate of License under The 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/agreement is for one year initially and is extendable for a further period of one year on mutual consent with the same rate and terms &

conditions subject to satisfactory performance of the agency and such amendments as mutually agreed to by both the parties. The rates quoted by the bidder shall remain unchanged during the period of contract subject to revision in minimum wages as per the notification by CLC. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contractor and the ESIC.

- 2.2 The successful bidder will have to enter into an agreement with the Medical Superintendent, ESIC Hospital, Tirunelveli on a Non judicial stamp paper of Rs.100/- (Stamp duty to be borne by the bidder) for the supply of suitable manpower as per the requirement on these terms and conditions before commencing the Contract. The contents of this tender notification shall become part and parcel of the agreement. The agreement will be valid during the contract period commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing.
- 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 (GST etc. which will be considered by the competent authority to the extent of actual, on submission of ESIC Hospital, Tirunelveli specific claim with documentary proof accompanied by the relevant Govt. Notification/Orders).
- 2.4 The Amount to be deducted towards the advance income tax & professional tax shall be at the rate applicable and it has to be paid into the concerned authority in time and proof in this regard has to be submitted with the monthly bill.
- 2.5 In the event of any increase-decrease in the requirement of man-power, the Medical Superintendent, ESIC Hospital, Tirunelveli may direct the Service provider accordingly and the successful bidder is bound to provide manpower as per the changed requirement and he shall be paid proportionately for the changed requirement.
- 2.6 The successful bidder will be bound by the details furnished by him/her to this Hospital, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
- 2.7 The successful Bidder shall not sublet the contract to any other agency/firm. All the manpower deployed should be under the name of successful Bidder only. The successful bidder should not assign or sub contract or sublet any part of the work order to any third party under any circumstances.
- 2.8 In case of breach of any term and condition of the contract, the Medical Superintendent, ESIC Hospital, Tirunelveli 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.
- 2.9 The Medical Superintendent, ESIC Hospital, Tirunelveli 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, before th

e expiry of one year. 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. STATUTORY COMPLIANCE**

- 3.1 The successful bidder / contractor shall be responsible for compliance of all applicable statutory Law/provisions, Employees Provident Fund Act, Employees State Insurance Act, The Payment of Wages Act, The Payment of Bonus Act, The Contract Labour Act, GST, etc., in respect of the persons deployed by him in this Hospital.
- 3.2 The successful bidder shall make compliance to the provisions of all Labour Laws applicable. The service Provider/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 The Contract Labour (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, Income Tax Act, GST, The Payment of Bonus Act or any other law relating thereto and rules made here under from time to time. And it is the responsibility of the service provider for filing returns before the relevant statutory authorities and the ESIC hospital, Tirunelveli will not own any responsibility in this regard.
- 3.3 The successful bidder /contractor shall also be liable for all taxes, levies, cess etc. on account of service rendered by them to the hospital to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 3.4 The successful bidder/contractor shall not assign, transfer, pledge or subcontract the performance or services without the prior written consent of the ESIC Hospital, Tirunelveli.
- 3.5 In case, the successful bidder/contractor fails to comply with any statutory/ taxation liability, like EPF, ESI and others under appropriate law and as a result thereof the hospital is put to any loss/obligation, monetary or otherwise, the hospital will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the successful bidder/contractor, to the extent of the loss or obligation in monetary terms.
- 3.6 The successful bidder/contractor shall furnish copies of periodical returns as and when they are submitted or due to the various Government Departments.
- 3.7 The successful bidder/contractor shall be responsible for the registration under The Contract Labour (Regulation and Abolition) Act, 1970 in respect of Employees/workers engaged by them and they have to submit the registration for CLC in this regard within one month from the commencement of contract.
- 3.8 Reservation as per Government of India Rules shall be applicable to the

staff engaged through the successful bidder. Accordingly, the service Provider shall submit documents in proof of community status/medical condition of the staff as per Government of India Rules.

- 3.9 The contractor should generate separate location specific Sub Code number in respect of the ESI for the workers deployed at this hospital and the user id and password for this location should be shared with the officer nominated by the Medical Superintendent, ESIC Hospital, Tirunelveli in this regard before submitting the monthly bills.
- 3.10 Copy of this location specific EPF challan should be submitted within the time limit specified.
- 3.11 The contractor has to link Aadhar/PAN, Bank account in respect of all the employees with the Universal Account Number issued by the EPFO and also link the same with the ESIC authorities.
- 3.12 GST or any other contribution / duty / tax payable in accordance with any statutory provisions has to be complied by the bidder. Failing which action shall be initiated besides terminating the contract as per the provisions of this bid.
- 3.13 The successful bidder / contractor shall ensure the payment of wages as per the Tender instructions. If it is established that service Provider/contractor is exploiting its employees by disbursing the wages less than the prescribed in the bid, the contract shall be terminated apart from legal action as deemed fit.
- 3.14 Holidays/Off-days/Relievers: The successful bidder /contractor should allow the holidays, off-days & relievers as per the existing applicable statute and they should provide a complete list of holidays that they follow for the entire year, continue to manage the maintenance services without any interruption during such days.

#### **4. INSTRUCTIONS REGARDING THE STAFFS DEPLOYED**

- 4.1 House keeping staff should be conversant with the layout of the building, fire safety system along with telephone numbers of nearest Police Station, Fire Station, Hospital.
- 4.2 Housekeeping staff should follow the instructions of the administrative authority of the office.
- 4.3 The housekeeping agencies engaged for sweeping and cleaning are to keep the whole office premises along with precincts thereof in neat and tidy condition without disturbing the routine working of the office. All the cleaning process is to be made with the help of modern machines, using appropriate detergent and liquids so that the floor, furniture fixture is not damaged due to use of inappropriate materials.

The agency also has to ensure:

- a) Pest and rodent free environment in the premises.
- b) Ensure that their supervisor is equipped with mobile phones.
- c) The Housekeeping services are to be provided at ESIC Hospital, Vann

arpettai, Tirunelveli – 3 on 24X7 days.

d) The House Keeping workers to keep the premises neat and clean as per the guidelines of 'Swach Bharath Abhiyaan'.

- 4.4 The cleaning staff should properly handover/takeover the keys of rooms of the building to/ from security post. The Agency shall also ensure that all the electrical equipments/ instruments/ lights and fans must be switched off after cleaning the office or part of the office to minimize the wastage of resources.
- 4.5 Managers, Supervisors and the staff should be professionally qualified and trained for their job.
- 4.6 The contractor shall ensure all precautionary measures for safety of staff engaged by them. Instructions on safety code shall be strictly followed.
- 4.7 Contractors will be solely responsible for any accidents to the staff engaged by them.
- 4.8 The contractor should ensure that health and safety of the deployed staff is ensured by providing the best available safety gear/s to meet the highest standards of safety & health of his deployed staff. They should ensure regular medical check-up of their workers. Besides, ESIC may also conduct health check up of the staff deployed at regular intervals and if the health & fitness of any of the worker is found to be wanting, the contractor is liable for action as provided under the law.
- 4.9 The workers and the agency are prohibited from going on strike due to whatsoever reason and stopping of work and going on strike will attract penalty. The decision of the Medical Superintendent regarding the Penalty will be final.
- 4.10 The house keeping worker engaged by the contractor shall not take part in any of union or any association activities.
- 4.11 The Hospital shall have the right to remove any person in case the staff is not performing the job satisfactorily. The contractor shall have to arrange suitable replacement in all such cases.
- 4.12 The Contractor will be responsible for such conduct of the persons engaged by him in the Hospital, which will be conducive for maintaining the harmonious atmosphere in the Hospital and will be responsible for any act of commission & omission of such persons.
- 4.13 The Contractor must employ adult and trained worker only. Employment of child labour will lead to the termination of the contract. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.
- 4.14 The Successful agency shall not sublet the contract to any other agency. All the staff deployed should be under the name of successful agency only. The contractor should not assign or sub contract or sublet any part of the w

ork order to the third party under any circumstances.

- 4.15 The persons provided by the contractor shall be the employee of the contractor only and there is no Master and Servant or Employer and Employee relationship between the persons provided by the contractor and this Hospital and further the said persons of the contractor shall not claim any employment, engagement or absorption in this Hospital, in future.
- 4.16 The persons provided by the contractor shall not claim any benefit/ compensation/ absorption/ regularization of service from/in this hospital under the provision of Industrial Disputes Act, 1947 or The Contract Labour (Regulation & Abolition) Act 1970. Undertakings from the persons to this effect shall be required to be submitted by the contractor to this hospital.
- 4.17 Contractor has to provide welfare measures such as canteen etc. as per labour laws.
- 4.18 In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by ESIC besides the annulment of the contract.
- 4.19 The Contractor must provide standard liveries to its housekeeping workers/supervisors. The workers shall be in proper uniform as approved by ESIC and with their identity properly displayed. Samples of liveries will have to be submitted by the Contractor for approval of ESIC.
- 4.20 ESIC will ensure that the office rooms, hospital rooms etc., are open at designated hours for cleaning/ housekeeping work.
- 4.21 The Housekeeping staff should be rotated regarding their place of posting at the hospital on a regular basis. Staff deployment should be as stipulated by the Competent Authority.
- 4.22 The person deployed should mandatorily mark the Bio-metric attendance mark in the device installed in the Hospital premises and attendance shall be strictly verified for settling the monthly bills.
- 4.23 The ESIC cannot take responsibility for any kind of delay. The delay may be due to administrative exigencies which have to be condoned.
- 4.24 At no point of time, the housekeeping work should be stopped. If so, contractor is liable for legal action. i.e., prosecution besides forfeiting of the Security Deposit. There is scope for amicable settlement if problems are faced by the contractor.
- 4.25 **Variations** : The ESIC official in charge may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out on the basis of contract rates for manpower and prorated for additional areas for equipment, toiletries etc.
- 4.26 The nature of work and responsibilities of contractual manpower as furnished by the competent authority, as per the existing instructions the subject, shall have to be complied.
- 4.27 The category of the manpower and the number required mentioned above is approximate and can be increased/ decreased at the discretion of com

petent authority at the time of award of contract or at any stage during the contract period. The decision of Medical Superintendent, Tirunelveli in this regard shall be final. In such cases, the man power agency is bound to reduce/retrench the existing manpower or provide additional manpower.

- 4.28 The contractor shall furnish list of manpower shortlisted for deployment at ESIC Hospital, Tirunelveli containing full details i.e., Name with proof of identity with recent photograph, date of birth community, medical fitness, marital status, addresses, educational & professional qualifications, experience etc., before the commencement of contract.
- 4.29 The Contractor should ensure to maintain adequate number of manpower and also arrange a pool of standby staff. In case any staff found absent from the duty, the reliever of equal status shall be provided by the Contractor from an existing pool of staff.
- 4.30 That the staff deployed shall not be below the age of 18 years and the deployed staff shall not interfere with the duties of the employees of this hospital.
- 4.31 The Service provider may have to deploy only female manpower in the designated areas /wards as per the instructions of the competent authority.
- 4.32 The service provider shall ensure to get the Police verification of the Character & Antecedents for all the manpower deployed by them and the contractor should ensure that the man power deployed 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.
- 4.33 The character and antecedents of each staff deployed shall be verified by the service provider at his own responsibility before their deployment through the local police and should not have any adverse Police records/criminal cases against them.
- 4.34 The service provider will also ensure that the staff deployed are medically fit.
- 4.35 The service provider shall withdraw and change such manpower immediately who were found not suitable for any reasons on receipt of such a request from ESIC Hospital, Tirunelveli.
- 4.36 The deployed 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 the competent authority of the hospital. The timing of single shift duties will be specified by the Hospital Authority. However, in exigencies of work, they may be required to work late and the staff may be called on closed holidays.
- 4.37 The service provider shall provide the required number of staff for a shorter period also, in case of any exigencies as per the requirement of this hospital. The service provider shall provide an appropriate substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.



- 4.38 The service provider shall nominate coordinator out of the deployed personnel for monitoring outsourced staff provided by them round the clock with no additional cost. The coordinator would be responsible for immediate interaction with the hospital authorities so that optimal services of the persons deployed by the service provider could be availed without any disruption.
- 4.39 All the grievances and payment related issues of the deployed manpower shall be addressed by the service provider through its coordinator only. No grievance shall be addressed to any of the Officer of the ESIC Hospital. If the grievance of deployed staff needs intervention of the hospital authority, it shall not be entertained except when forwarded by the service provider with its comment.
- 4.40 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 Hospital/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.
- 4.41 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.
- 4.42 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. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
- 4.43 The deployed staff shall wear proper uniform and protective covers as prescribed by ESIC Hospital, Tirunelveli with their identity properly displayed which shall be provided by Agency at its own cost. Washing & maintenance of these uniforms and protective covers will not be provided by the ESIC Hospital, Tirunelveli
- 4.44 The Contractor must provide standard uniforms and Identity card to its staff which should be different from those used by the regular staff members. The staff shall be in proper uniform with their identity properly displayed. Samples of liveries and Identity Card will have to be submitted by the Contractor for approval of ESIC.
- 4.45 Any staff engaged by the Service provider is 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 contractor.
- 4.46 The contractor will not allow or permit the manpower engaged to participate in any trade union activities or agitation or any association activities in

the premises of the hospital. In case of any legal implications arising due to contract, the contractor will be solely responsible and shall bear all the expenses to settle up the dispute.

- 4.47 The workers of the contractor are prohibited from going on strike due to whatsoever reason and stopping of work and going on strike will attract penalty. The decision of the Medical Superintendent regarding the penalty will be final.
- 4.48 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 improper in his/her duties in the opinion of the authority, he/she is liable to be removed and replaced by a suitable person immediately by the contractor.
- 4.49 The service provider's staff working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of this hospital. The service provider shall be responsible for any act of indiscipline on the part of the staff deployed by him.
- 4.50 Training on behaviour 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.
- 4.51 The Hospital shall have the right to remove any person in case the staff is not performing the job satisfactorily. The contractor shall have to arrange suitable replacement in all such cases.
- 4.52 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.
- 4.53 The duties and responsibilities of the manpower deployed by the Service provider shall be as per the job profile issued by the competent authority of the ESI Corporation.
- 4.54 The service provider shall engage necessary manpower as required by this hospital from time to time. The said manpower engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary/wages in time i.e. before 7th day of every month. There is no master & servant relationship between the deployed manpower of the service provider and ESIC and further the engaged manpower of the service provider shall not claim any absorption.
- 4.55 For all intents and purposes, the Contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this hospital. The manpower deployed by the contractor in this hospital shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against ESIC.
- 4.56 ESIC Hospital, Tirunelveli shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the

engaged staff.

- 4.57 The service provider on its part and through its own resources shall ensure that the goods, materials and equipment etc., are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc., If ESIC Hospital, Tirunelveli suffers any loss or damage on account of negligence, defaults or theft on the part of the staff of the service provider, then the service provider shall be liable to reimburse the pecuniary value of the loss, as decided by this to this Hospital for the same. The service provider shall keep this Hospital fully indemnified against any such loss or damage.
- 4.58 The successful bidder/contractor shall not levy/collect/deduct any amount /sum from the staff deployed by them for any reasons thereof, including for selection, service charge, provision of uniform, etc., and any violation of this provision shall invite penal provisions including terminating the contract at any stage of the contract.
- 4.59 On the expiry of the agreement as mentioned above, the agency will have to withdraw all its staff and clear their accounts by paying them all their legal dues. In case of any dispute of account of termination of employment or non-employment by the staff of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

## **5. WORKMEN SAFETY**

- 5.1 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.
- 5.2 The service provider shall ensure the Health and Safety measures of the employees and it shall alone be fully responsible for wellbeing, safety, security and insurance of their staff.
- 5.3 The ESIC Hospital, Tirunelveli 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 there to.

## **6. FINANCIAL**

- 6.1 The service charges quoted by the bidder must contain factors towards all kinds of claim by bidder viz., Contractor's profit, statutory liability like Gratuity/EL/NFH and any other sundry charges, if any.
- 6.2 No claim towards reimbursement of any statutory payment such as Gratuity/EL/NFH, etc., shall be entertained by this hospital.
- 6.3 The service provider has to submit the details of eligible manpower as per the statutory provisions under ESI & EPF rules among the manpower to be deployed to this office before commencement of contract in writing. The details shall be examined as per the statutory provisions and the employer'

s share of ESI, EPF contribution shall be reimbursed on actual basis along with the applicable GST, if any, for the admissible manpower only based on submission of documents in support of the payment of contribution made by the service provider. Further no consent for voluntary contribution of EPF over and above the statutory limit under the EPF rules for any deployed manpower shall be admissible by this hospital.

- 6.4 The statutory EPF and ESI contributions and bonus under The Payment of Bonus Act in respect of eligible manpower on the part of employer in respect of this contract shall have to be paid by the contractor initially and these contributions on the part of the employer paid by the contractor shall be reimbursed to the contractor on actual basis.
- 6.5 Further no separate amount / service charge towards discharging the statutory liability like ESI, EPF, Bonus etc., on behalf this hospital shall be entertained by ESIC Hospital, Tirunelveli.
- 6.6 Wages to be paid by the service provider to each category of worker are detailed in the details of manpower required part of this tender. The total wages mentioned in the additional requirement column in the category for sanitary supervisor & sanitary attendant has been given for the calculation purposes only. It may vary, as the EPF & ESI contributions shall be reimbursed only for the eligible manpower and no voluntary contribution over and above statutory limit shall not be considered.
- 6.7 Service Provider can claim fixed amount as per the wage detail furnished in this tender only for the staff who have attended their duties on all working days in a month. For others, wages can be claimed proportionately.
- 6.8 No wage /remuneration will be paid to any manpower for the days of absence from duty. The holidays in between any period of absences shall be treated as absence only.
- 6.9 It is the primary responsibilities of the contractor /service provider to disburse the wages as per agreement and deposit of ESI, PF Statutory obligations/taxes with respective authorities within due period.
- 6.10 The Medical Superintendent, ESIC Hospital, Tirunelveli reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

## **7. PAYMENT PROCEDURE**

- 7.1 The consolidated amount to the staff deployed shall be decided based on the attendance register. The deployed staff shall be registered under AEBA S (Aadhar Enabled Biometric Attendance System) installed at this hospital premises.
- 7.2 The contractor shall disburse the monthly payments directly into bank account of its employees by 7<sup>th</sup> of next month and this payment should not be linked to the payment of the bills by ESIC. Any non payment of wages to the manpower deployed within the time prescribed shall invite penal action against the contractor.
- 7.3 The contractor shall have to submit the monthly bill in duplicate complete in all respects endeavour shall be made to make the payment to the age

ncy within fifteen days from the date of submission of the bill completed in all aspect.

7.4 The monthly bill for the respective monthly wages along with the service charges quoted by the contractor and the applicable GST shall be paid to the contractor based on 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. Details of ESIC Hospital, Tirunelveli location specific GST payments of the last month/cycle along with Challan.
- c. Separate EPF Electronic Challan cum Return (ECR) and separate e-challan in respect of the manpower deployed in this office.
- d. Payment of Bonus shall be reimbursable on submission of proof along with the GST, if any.
- e. Payment on GST, payable by the service provider shall be reimbursable, on submission of proof location specific payment of GST of the last month / cycle along with challan.
- f. Details of IT paid details in respect of manpower deployed.
- g. A certificate that contractor is complying with all the applicable Statutory Labour Laws.

7.5 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. The contractor is also required to issue pay slips to all employees every month. All the payment to the workers to be made by the contractor through bank transactions only. Cash payment shall be treated at par with non-payment of wages.

7.6 Any complaint regarding collection of money from deployed manpower either before commencement of contract or during the currency period of the contract shall be enquired and if found true. the contract shall be terminated besides forfeiting the security deposit and black listing the firm.

7.7 The employer share of EPF & ESI contribution paid by the contractor shall only be reimbursed on actual basis along with the applicable GST, if any, on submission of documents in support of proof of payment of the contribution. No service charge on the EPF & ESI reimbursement amount shall be paid.

7.8 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

he total bill (performance guarantee).

- 8.2 If salary / wages will not be paid on or before 7<sup>th</sup> of every calendar month, the same will be paid by ESIC by the adjustment of the pending bills / performance security deposit due to the contractor.
- 8.3 The contractor shall ensure the payment of Wages as per the amount mentioned in the bid. 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 shall be initiated against the contractor.
- 8.4 The contractor shall ensure the payment of statutory dues like payment of ESI, EPF contribution with the respective authorities. If it is established that contractor is not making the payment to ESI, EPF contribution to the concerned authorities it shall lead to penal action against the contractor besides action shall be initiated to terminate the contract.
- 8.5 The EPF & ESI number on the ID card of the manpower deployed should be furnished and all the manpower deployed have to wear it while on duty.
- 8.6 If it is found that in spite of imposition of penalty, agency is continuing the contravention of Payment of Wages Act, 1936 and The Contract Labour (Regulation and Prohibition) Act, 1971 deliberately, Contract shall be terminated besides performance security deposit amount shall be forfeited.
- 8.7 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.
- 8.8 If any deployed person 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.
- 8.9 If any deployed person 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.
- 8.10 If any deployed person is found sleeping during duty hours, a penalty of Rs. 300/- per instance shall be deducted from contractor's bill.
- 8.11 If any deployed person 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.
- 8.12 If the behaviour of any deployed person 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.
- 8.13 If any deployed person 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.

- 8.14 No wage/remuneration shall be paid to any personal for the days of absence from duty.
- 8.15 Employment of child labour will lead to termination of the contract.
- 8.16 If agency fails to make payments to its workers through Bank, contract is liable to be terminated.
- 8.17 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 All disputes or difference whatsoever arising between the parties out of or relating to means, operation of this contract or the breach thereof shall be settled by Arbitration in terms of "The arbitration and conciliation Act, 1996" with all statutory modifications and award made in pursuance thereof shall be binding on the parties.
- 9.2 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.
- 9.3 All the disputes will be subject to the jurisdiction of Court situated at Tirunelveli 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 Hospital, Tirunelveli 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 equipment etc. at the premises of 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 contractor 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.

## **11. FORCE MAJEURE CLAUSE**

- 11.1 The Service provider shall not be liable for, forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 11.2 For purpose of this clause, "Force Majeure" means an event beyond the c

ontrol the Service provider and not involving the Service provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to war, or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 11.3 If a Force Majeure situation arises, the Service provider shall promptly notify the Medical Superintendent, ESIC Hospital, Tirunelveli in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the Service provider shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **12. SCOPE OF WORK**

### **I. Cleaning Service**

The aim and objective is to provide a high level of a clean, hygienic and presentable look to the entire area. Pre designated managers/ supervisors of the contractor will supervise the awarded work. The contractor has to ensure that the staff deployed is dressed in neat and clean uniform approved by the ESIC. Officials of ESIC will monitor the entire work and staff deployed by the selected tenderers. House-Keeping Staff should be conversant with the layout of the building, fire safety system along with telephone numbers of nearest Police Station, Fire Station, Hospital, Estate Officer, etc.,

#### **a) Daily Services:**

Housekeeping / cleaning services should be done daily from Monday to Sunday at regular intervals, so that the areas covered under the contract remain spic and span all the time. Working hours should be adjusted in such a manner that cleaning work in the morning should be completed well before 8.30 A.M.

- (i) Cleaning, dusting, vacuuming and disinfecting of floors, walls and ceilings, removal of waste and any other garbage from the entire area covered under the contract (such as halls, conferences rooms, committee rooms, office rooms, cabins, cubicles, etc.).
- (ii) Sweeping, cleaning, mopping with disinfectant cleaner of area covered under the contract including all staircases, cabins, lobbies, reception, training rooms, office rooms, meeting rooms, security office and other areas as covered in the contract.
- (iii) Cleaning of baskets, wastepaper baskets, cob-webs, etc. and disposing off all the collecting refuse at designated site on daily basis.
- (iv) Dusting of computer systems and their peripherals, all doors and windows, furniture, fixtures, fans, equipment, accessories etc. and cleaning of



all window glasses and grills. Cleaning and dusting of window panes / Venetian blinds.

- (v) Spraying Room Fresheners in all rooms on a daily basis at regular intervals.
- (vi) Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc.
- (vii) Cleaning and disinfecting all vitreous fixtures including toilets, bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Restock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily checkups in the morning, afternoons and on call basis during daytime.
- (viii) Cleaning and dusting of electrical switchboards, light fixtures, fans, air conditioner vents, overhead light fixtures, projectors, firefighting equipment, nameplates, plant boxes, doormats etc.
- (ix) Placing garbage bags in all garbage bins to avoid stains and stinks and clear them on daily basis.
- (x) Check and remove hairs, dust, dirt or any such object from anywhere in area covered under the contract.
- (xi) Cleaning, dusting, scrubbing of pantries, reception, security rooms, training halls, committee rooms, computer labs, etc.
- (xii) Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, cleaning open drains etc. as directed by the ESIC officials in charge.
- (xiii) Dedicated manpower for washroom cleaning on each floor (24 X 7) days

**b) Waste Disposable Management :**

The contractor will ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area. The contractor will also ensure segregation of Biodegradable and non-Biodegradable garbage as per the direction the officer nominated by the Medical Superintendent. The contractor will ensure the collection / disposal waste through the house keeping workers. The contractor will prepare a flowchart indicating the method of collection / disposal, etc of the waste/garbage.

**c) Weekly Services :**

The deep cleaning of the entire area will be done by the contractor once a week as under:-

- (i) Dusting of entire area including windows / windowpanes / doors / ledges, etc.
- (ii) Thorough cleaning / sweeping / washing / mopping with disinfectant cleaners of all floors, Staircases and toilets. Scrubbing of all floors and ceramic tiles base. Cleaning of ceiling and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.
- (iii) Cleaning of sanitary fittings, toilets drain pipes etc. in the toilets with standard cleaning material.
- (iv) Cleaning of all windows glasses and grills with detergents / cleaning

g agents.

(v) The cleaning of the outside glass and walls of the hospital in all the floors using the modern equipments.

(vi) Washing of outside area with High Pressure Jet Machine.

(vii) Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.

(viii) The Contractor will make a cleaning programme and submit to ESIC for weekly cleaning so that ESIC's concerned official/ incharge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.

(ix) The contractor will work in the specified area mentioned in the scope of work.

(x) The contractor will provide the duty register to ESIC as required.

#### **d) House Keeping Monitoring and Control :**

For better management and smooth services, the following monitoring mechanism will be adopted by the contractor.

##### **(i) Toilets Checklist**

This is to be attached on the back of the toilet door. It is to be filled up by the contractor supervising staff on duty daily.

##### **(ii) Management / Housekeeping Service Requirements / Complaints Report**

This is to be filled up by the management and administrative staff of the contractor who receive / observe the complaints / requirements for any of the services. All suggestion, complaints related to services or staff employed by the contractor will be registered and reported to caretaker, ESIC. The contractor will take immediate action to resolve the same failing which the penalty clause will be invoked.

##### **(iii) Housekeeping Services Complaints Register**

This register is to be completed on the basis of information received by the housekeeping Manager from ESIC through the inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter / fax / email, verbal complaints from ESIC, etc. and necessary action is to be taken.

## **II. Additional Scope & particular condition for Hospital**

In case of any differences, these particular conditions of contract supers

under the General conditions of contract. The services shall be provided round the clock on all days, including holidays. The Services include :

- (i) Cleaning of the whole premises including toilets and open areas.
- (ii) Wet mopping of covered areas.
- (iii) Cleaning of window panes and door panels.
- (iv) Cleaning and dusting of furniture and fittings.
- (v) Any other work within the scope of the specialized services.
- (vi) Vacuum cleaning of all carpets and upholstered furniture.

## **1. Patients Room**

The contractor shall be responsible for routine cleaning of the patient room ward every day in the morning and evening. The contractor shall also maintain cleanliness in the patient rooms/ward throughout the day and shall clean the room thoroughly on patient's discharge and keep it ready for the next arrival.

### **a. The Routine cleaning will include :**

- i. Dusting of the furniture in the room including bed, chair, table TV, fridge & patient side rack etc.
- ii. Sweeping and mopping the entire room with disinfectant solution.
- iii. Cleaning of Toilet and bathroom with a bathroom cleaning solution

### **b. Cleaning of Discharge of an inpatient will include :**

- i. Wiping of the furniture and fixtures in the room with a soap solution.
- ii. Sweeping and mopping the entire room with a disinfectant solution.
- iii. Cleaning of Toilet and bathroom with a disinfectant/bathroom cleaning solution.
- iv. Reporting any maintenance required in the room.

## **2. Cleaning the Patient Common Area**

- i. Dusting the walls, furniture and fixtures in the corridor and lobby.
- ii. Sweeping and mopping the floor with a disinfectant
- iii. Cleaning public toilet with soap solution and keeping them odour free using deodorizer cubes / odonils.
- iv. Cleaning doors and windows with soap solution.
- v. Cleaning consulting room, dressing room, laboratory and other similar areas.
- vi. The cleaning pattern will be same as cleaning patient rooms.

### **3. Operation Theater**

- i. All the dustbins washed and lined with color-coded bags in the morning. The trash bags shall be changed when it is full.
- ii. Operation theater walls shall be thoroughly cleaned using specialized soap / disinfectant solution before and after every operation.
- iii. Floor shall be washed thoroughly, mopped with a specialized soap / disinfectant solution. The entire operation theater floor area shall be scrubbed once a day.
- iv. Toilets / bathrooms will be cleaned with soap solution and kept odour free using deodorizer cubes.
- v. The common areas, doctor's lounge, nurses' lounge, change rooms, waiting lounge and inside operation theater shall be swept and mopped in the morning and at regular intervals to keep them clean.
- vi. The floor scrubbing will be done in the night or as and when asked for according to the scheduled operation and movements in that area.

### **4. Cleaning of Offices / Consultant Rooms**

- i. The contractor shall remove trash from office dustbins and change the trash liner every evening before closing hours.
- ii. The offices shall be dry dusted and swept after the closing hours.
- iii. Vacuum cleaning shall be done on carpet and upholstery.
- iv. The worktables shall be cleaned with soap solution in the morning.
- v. The office shall be mopped with soap solution in the morning.
- vi. Office staff rest rooms / toilets shall be cleaned using soap solution and kept odour free deodorizer.

### **5. Cleaning of Laboratory & Other Critical Areas**

- i. All the dustbins shall be washed and lined with colour coded bags in the morning. The trash bags shall be changed when it is full.
- ii. Walls shall be thoroughly cleaned using a specialized soap / disinfectant solution in the morning.
- iii. The floor shall be thoroughly mopped with a specialized soap solution.
- iv. The entire laboratory area shall be scrubbed at least twice in a week.
- v. Toilets / bathrooms shall be cleaned with soap solution and kept odour free using deodorizer cubes.
- vi. The common area shall be swept and mopped in the morning and at regular intervals to keep them clean.

### **6. Glass Windows & Doors**

- i. The contractor shall have his staff to clean glass both inside and outside with appropriate soap solution on weekly basis.
- ii. Internal Glasses shall be wiped with dry cloth to remove fingerprints.

ts at regular intervals.

## 7. Garbage Disposal

The collection of garbage in specified colour coded bags from all dustbins and garbage bins existing inside the premises and shall dispose the garbage at the designated area within the hospital.

### III. Cleaning Schedule

Sl. No.	Activity	Frequency	Agents to be Used
<b>1. VERY HIGH RISK AREA</b>			
1	Garbage removal	After every case/thrice a day	As per the BMW guidelines
2	Feather brushing	After every case/thrice a day	Feather brush
3	1 <sup>st</sup> Mopping	Before start 1 <sup>st</sup> Patient and after every case/thrice a day	Wizard
4	2 <sup>nd</sup> Mopping	Before start 1 <sup>st</sup> Patient and after every case/thrice a day	1% Sodium Hypo Chlorite
5	Garbage removal from the corridor	-----	As per BMW guidelines
6	Brushing in the Corridor	In continuation	Flat Mop
7	Dusting of doors and windows in corridor	After every 1 hour	X Colour Duster
8	Mopping with wizard in Corridor	After every 1 hour	Wizard
9	Mopping with sodium Hypochlorite in Corridor	After every 1 hour	1% Sodium Hypochlorite
10	Washroom Cleaning with Wizard	Cleaning every half an hour	Wizard

11	Washroom Cleaning with sodium Hypochlorite	-do-	-do-
<b>2. HIGH RISK AREA</b>			
I	Removal of Garbage	5.00 am., 2.30 pm. and 7.30 pm.	As per the BMW guidelines
II	Brushing	Thrice a day 9.00 am., 3.00 pm., 9.00 pm.	Feather Brush
III	Dusting	After every 2 hours as and when required	Wizard
IV	Mopping with wizard	After every 2 hours as and when required	Wizard
V	Mopping with sodium Hypochlorite	After every hour as and when required	1% sodium Hypochlorite
VI	Washroom cleaning with wizard	Cleaning after every half an hour	Wizard
<b>3. MODERATE RISK AREA</b>			
I	Removal of Garbage	Thrice in a day 7.30 am, 2.30 pm, 7.30 pm as and when required	As per the BMW guidelines
II	Brushing	Thrice in a day 7.30 am, 2.30 pm, 7.30 pm as and when required	Feather Brush
III	Dusting	Thrice in a day 7.30 am, 2.30 pm, 7.30 pm as and when required	Z / Y Colour Duster
IV	Mopping with dry mop	In continuation	Flat Mop

V	Mopping with wizard	Thrice in a day 7.30 am, 2.30 pm, 7.30 pm as and when required	Wizard
VI	Mopping with sodium Hypochlorite	Thrice in a day 7.30 am, 2.30 pm, 7.30 pm as and when required	1% Sodium Hypochlorite
VII	Washroom	Four times a day 7.30 AM, 11.00 AM, 2.30 PM & 1.30 PM as and when required	Wizard and 1% Sodium Hypochlorite
After 7.30 pm housekeeping services will be provided on call, if there is request from the attendant, patient and from Nursing			
<b>4. MINIMAL RISK AREA</b>			
1	Brushing	Once in a day it starts from 7.30 am as and when required	Feather Brush
2	Mopping with Wizard	Once in a day it starts from 7.30 am as and when required	Wizard

**\* Dilution of wizard in all areas = 40 ml in 1 liter of water**

### **Cleaning of spillage of Blood / Body fluids**

1. Use disposable gloves.
2. Cover area with 1% sodium Hypochlorite
3. Leave for 20 minutes
4. Collect residue with disposable paper. Wipe and discard in the bag.
5. Wash surface with detergent and dry.
6. All waste, gloves, wipe, discard, seal and dispose as clinical waste.

**Mops cleaning - Detergent wash and dry. Buckets - Detergent wash and dry.**

**(If contaminated 1% Sodium Hypochlorite overnight rinse and dry.)**

1. All collection, storage, transportation and disposal of hospital waste shall be in accordance with Biomedical Waste (management and Handling Rules of India, 1998 and any amendments or other regulations, in this regard.
2. A detailed Hospital waste management plan shall be prepared and got approved from ESIC before start of work.
3. All infected, chemical, radiation, Cytotoxic Health Care waste shall be segregated, collected, stored, transported and disposed in accordance with set guidelines in safety, ensuring that it at no stage gets mixed with general waste. Unscientific burning shall not be permitted. Different colored bags/ containers namely white, green, red, yellow, blue, black and transparent, puncture proof or stainless steel, lead containers shall be used depending on the category of waste.
4. The waste shall be carefully secured or pretreated for transportation to a common facility for disposal.
5. Waste shall not be transferred from one bag to another. Bags should be tied when three fourth full and then placed in a bigger bag / container for transporting.
6. Cover Trolleys should be used for transportation. Before final disposal / treatment waste should be kept in specified location and in specific liners and containers.
7. The scope includes segregation, collection and storage, transportation within and outside the hospital until final disposal. All statutory rules and regulations and legal requirements are to be followed at each stage.

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## **DISPOSAL OF BIO - MEDICAL WASTE**

### **Definitions**

- i. Categories of waste
- ii. Anatomical waste - Tissues, organ, body parts.
- iii. Soiled waste (Solid waste) - blood and body fluids, stained dressings, swabs, cotton etc. solid plaster casts.
- iv. Plastic Waste - IV sets and tubing, gloves, catheters, vacutainers and syringes (without needles), urine bags, blood bags.
- v. Microbiology waste - lab cultures.
- vi. Sharps - Syringes with needles, burnt needles, stylets, scalpels, lancets, blades, broken ampoules.
- vii. Liquid waste - waste from the laboratory and washing, cleaning and disinfection.
- viii. Expired Medicines.
- ix. General waste - paper, cardboard, unbroken glass bottles.



- x. The waste shall be collected in different types of bag (Yellow, Red, Blue, Black & puncture proof sharp containers)

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### **Method and Procedure**

- i. Anatomical waste will be collected in yellow bag and will be given to centralized waste management contractor.
- ii. Soiled waste (Solid waste) - will be segregated and collected in red bags and will be given to centralized waste management contractor.
- iii. Plastic waste will be collected in blue bags and will be autoclaved chemically disinfected and then shredded.
- iv. Sharps will be collected in puncture proof container and will be given to centralized waste management contractor.
- v. Microbiology waste will be autoclaved.
- vi. Liquid waste will be disinfected with hypochlorite solution before disposal.
- vii. Expired Medicines will be sent to pharmacy for return.
- viii. General waste will be collected in black bag and will be disposed as normal waste.

### **The following shall be followed:**

- a. Segregation will be done at source.
- b. Bins will have bio-hazardous sign on them.
- c. Housekeeping personal will wear gloves and masks before collecting the garbage.
- d. Bags will be secured when they are 3/4<sup>th</sup> full and will be clearly labeled with the date, time and respective floor.
- e. While handling the bag it must be held at the closed top and away from the body.
- f. If a bag is found broken or not completely sealed then it should be double bagged into a second bag.
- g. Garbage will be transported in designated trolley to the storage area.
- h. Cleared daily at designated time.
- i. Access to waste storage area is limited to authorized persons.
- j. Waste storage area must be inspected every week for spills and contained deterioration and the inspection must be documented.
- k. Before the collection by the outside vendor the garbage bags has to be weighed and the details like date, time floor, weight will be entered in the garbage register by the housekeeping boy in the presence of security,
- l. If for any reason, it becomes necessary to store the waste beyond suc

h period, the authorized person must take permission from the authorities and take measure to ensure that the waste doesn't adversely affect human health and environment.

- m. Biomedical Waste Management and Handling Rules, 1998 amended in 2000 shall and subsequent amendments, if any be adhered to.

### **Body Packing Services:-**

13. The body packing services, if any, as directed by ESIC incharge. The consumables shall be provided by ESIC in this connection.

### **UNDERTAKING/ DECLARATION**

GEM TENDER NO. \_\_\_\_\_

Dear Sir,

1. I / We here by declare that the service charges quoted by our Firm in this bid is inclusive of bidder's profit and the other factors towards all kinds of claim viz., statutory liability like bonus/Gratuity/EL/NFH and any other sundry charges, if any and I/We understood that in case of non compliance of any of the statutory provisions penal actions besides terminating the contract the shall be initiated against our Firm
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 Sanitary Supervisor & Sanitary Attendants for ESIC Hospital, Tirunelveli 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. It is certified that the agency has never been black listed by any organization from Govt. /PSU etc.
5. 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.
6. That I will be in the position to provide contract as per the work explained to me to the satisfaction of the Hospital authority.
7. 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.
8. 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.
9. I have been informed that The Medical Superintendent, ESIC Hospital, Tir

unelveli has right to accept or reject any or all the tenders without assigning any reason thereof.

10. I am ready to sign the agreement with the ESIC, in case of my selection as a successful Bidder.

11. I truly declare & confirm that my relatives are not working in ESIC.

12. I/We declare that 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 and we understood that in that case our bid shall be rejected and contract shall be terminated besides blacklisting our firm.

Date: \_\_\_\_\_ Signature of Owner/Managing Partner /Director: \_\_\_\_\_

Place: \_\_\_\_\_ Name (in full who is signing): \_\_\_\_\_

Seal: \_\_\_\_\_

N.B.:- The above undertaking/declaration, duly filled and signed by the authorized signatory of the company, should be uploaded along with bid documents, failing which the bid shall be disqualified in the technical bid stage itself.

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### **INTEGRITY PACT**

(TO BE TYPED ON BIDDER'S LETTER HEAD)

To

The Medical Superintendent

ESIC Hospital,

Tirunelveli.

GEM TENDER NO. \_\_\_\_\_

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)

**nature of Bidder)**

**Name and Address**

**Address of the Bidder**

### **ARTICLE - INTEGRITY PACT DOCUMENT**

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

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

#### **1. General**

1.1 This pre bid-contract Agreement (herein after 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 India acting through (herein after 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 (herein after 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. WHEREAS 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.

1.2 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 performing its functions on behalf of \_\_\_\_\_ of India.

#### **2. Objectives**

Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, herein after referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/

n prejudiced 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.

### **3. Commitments of Buyer**

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. Commitments of Bidders**

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 other advantage, commission, fees, brokerage or inducement to an official of the Buyer, connected directly or indirectly with the bidding process, or to any p

erson, 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 promise to give, directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fee brokerage or inducement to any official of the Buyer or otherwise procuring the Contract or for bearing to do or having done any act relation to the obtaining or execution of the Contract or any other Contra 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 impair the transparency, fairness and progress of the bidding process, evaluation, contracting and implementation of the contract.
- 5.4 The Bidder will not accept any advantage in exchange for any corruption practice, unfair mean sand illegal activities.
- 5.5 The Bidder further confirms and declares to the Buyer that the Bidder the original manufacturer/ integrator/ authorized government sponsored export entity of the defense to resend has not engaged any individual 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 payment 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 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 personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electron 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 through any other manner without supporting it with full and verifiable facts.
- 5.9 The Bidder shall not instigate or cause to instigate any third person 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 hereunder 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. Earnest Money / Security Deposit**

- 7.1 Bidders are required to furnish valid Bid Security declaration in the prescribed format.
- 7.2 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.
- 7.3 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.
- 7.4 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.
- 7.5 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 full 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 India Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate.

ding Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Buyer from the Bidder in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- e. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Buyer, along with interest.
  - f. To cancel all or any other Contracts with the Bidder.
  - g. To debar the Bidder from entering into any bid from the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.
  - h. To recover all sums paid in violation of this Pact by Bidder(s) to a middle man 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 behalf of the Bidder, either directly or indirectly, is closely related to a officer of the Buyer, or alternatively, if any close relative of officer of the Buyer has financial interest/stake in the Bidder's firm, then same shall be disclosed by the Bidder at the time of filing of tender. An 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 competent court; son or daughter or step son or step daughter an wholly dependent upon Government servant, but does not include 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 relate whether by blood or marriage, to the Government servant or to t 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 in any monetary dealings or transactions, directly or indirectly, with an 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 entitled to deduct the amount so payable from the money(s) due to t Bidder.
  - l. In cases where irrevocable Letters of Credit have been received 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 sub systems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India and if it is found at any stage that the similar system or sub-system was supplied by the Bidder to any other Ministry/ Department of then Government of India at a lower price, then that very price will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

## **11. Examination of Books of Accounts**

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

## **12. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is these at of the Buyer i.e. Tirunelveli, Tamil Nadu.

## **13. Other Legal Actions**

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

## **14. Validity**

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

14.2 Should one or several provisions of this Pact 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 for the purpose at any stage.

**16.** The Parties here by sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_.

ESICH, TIRUNELVELI (1st Party)  
y)

BIDDER (2nd Party)

Witness 1

Witness 2

## **Disclaimer/अस्वीकरण**

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.

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.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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./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।

---Thank You/धन्यवाद---