



EMPLOYEE'S STATE INSURANCE CORPORATION
(Ministry of Labour & Employment, Government of India)

RE-E-TENDER DOCUMENT

FOR

ENGAGEMENT OF AGENCY FOR PROVIDING NURSING AND

PARA-MEDICAL STAFF ON CONTRACT BASIS AT

ESIC MODEL HOSPITAL LUDHIANA, MDDC RAJPURA AND MDDC BARNALA

2018

**ESIC MODEL HOSPITAL, BHARAT NAGAR,
LUDHIANA-141001.**

(Email:- ms-ludhiana@esic.in)

Important websites:

www.esic.nic.in

www.esichospitals.gov.in

<https://esictenders.eproc.in>

www.eprocure.gov.in

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1. SCOPE OF WORK & SCHEDULE OF TENDER PROCESS

Scope of work: ESIC MODEL HOSPITAL LUDHIANA invites online bids from eligible, reputed and experienced agencies in the field through e-procurement under two Bid system (Technical & Financial Bid) for engagement of reputed agency for providing nursing and para-medical staff on purely contract basis to **ESIC MODEL HOSPITAL LUDHIANA, MDDC RAJPURA AND MDDC BARNALA** for a period of ONE year & extendable for further period subject to Headquarter Office approval & satisfactory performance of the agency and at same terms, conditions & rates.

The scope of work shall consist of providing manpower as shown in schedule A. The said staff so provided should be fully conversant and qualified to provide quality services on all days including Sunday & Holidays. In addition to manpower shown in Schedule A, the agency shall depute any other staff as per requirement made by ESIC Model Hospital Ludhiana and in accordance with **Recruitment Rules decided by ESI Corporation.**

Schedule A-PRESENT MANPOWER REQUIREMENT:

S. No.	Cadre	Manpower Required (approx)	Qualification and Experience	Age limit
1	Lab Assistant	05	10+2 or equivalent qualification with Diploma in MLT from an Institute recognized by the AICTE.	Not exceeding 32 Years (relaxable upto 37 years in case of Govt Servant and Employees of ESI Corporation)
2	Dresser	05	10 th or equivalent qualification from recognized board, 2 yrs. Exp in application of plaster in orthopedic unit of regd. /recg. Hospital	Between 18-27Years (relaxable upto 37 years in case of Govt Servant and Employees of ESI Corporation)
3	Nursing orderly etc.,	46	10th, Elementary knowledge of first aid, 1 yr exp. in handling and dressing wounds in regd. /recognized Hospital.	Between 18-27 Years (relaxable upto 37 years in case of Govt Servant and Employees of ESI Corporation)
4	Junior M.R.T	01	10+2 or equivalent qualification & 6 months training course in MRT OR should have at least 6 months exp. of working in the record registration and statics section of a recognized hosp. specially in coding and indexing, should have working knowledge of computer.	Between 18-27 Years (relaxable upto 37 years in case of Govt Servant and Employees of ESI Corporation)
5	ECG Technician	02	Degree in Science with 1 yrs. Exp. OR 10+2 or equivalent qualification with 3 years exp. from recognized Institution handling in ECG Machine.	Not exceeding 32 Years (relaxable upto 37 years in case of Govt Servant and Employees of ESI Corporation)
6	Cookmate	11	10 th or equivalent from recognized Board with two years experience in cooking of Indian food.	Not exceeding 27 Years (relaxable upto 37 years in case of Govt Servant and Employees of ESI Corporation)
7	Audiometry Tech.	01	B.Sc. Speech & Hearing or equivalent from a Central Govt./State Govt./AICTE recognized University OR 10+2 with DCD (Diploma in Communication Disorders) with two years experience in Audiometry. Two Years Experience in Audiometer and Hearing Aids.	Not exceeding 32 Years (relaxable upto 37 years in case of Govt Servant and Employees of ESI Corporation)

8	Homeopathic Pharmacist	01	10+2 & at least 2 years experience as a Homeopathic Pharmacist in a Govt. or recognized Private Homeopathic Hospital/Dispensary or 3 years experience under a registered Homeopathic practitioner.	Not exceeding 27 Years (relaxable upto 5 years in case of Govt Servant and Employees of ESI Corporation)
9	Jr. Radiographer	06	10 th or equivalent, 2 yrs. Diploma in radiology in recognized Institute, Desirable 1 yr exp. from recognized Hosp.	Between 18-27 Years (relaxable upto 37 years in case of Govt Servant and Employees of ESI Corporation)
	Total	78		

Approximate Value of Contract : Rs.1,10,00,000/- [one Crore Ten lakh] per annum.

Schedule of tender process:

Period for downloading and online submission of E-tender	Between 28.09.2018 and 22.10.2018 upto 1:00 PM
Date, Time & place for Pre-Bid Meeting	08.10.2018 at 11:00 AM in Room no. 203, 2 nd floor, ESIC Model Hospital Ludhiana
Date, Time& place for opening of Technical Bid	22.10.2018 at 2:30 PM in Room no. 203, 2 nd floor, ESIC Model Hospital Ludhiana
Date, Time and Place for opening of Financial Bid	Will be intimated at a later stage to the technically qualified bidders only
EMD amount	Rs. 2,20,000/-(Rupees Two Lakh twenty thousand only)
Performance Security	Rs. 10,00,000/-(Rupees Ten Lakh only) (To be paid by successful bidder only)

2. TENDER NOTICE

Employees' State Insurance Corporation is an statutory body under Ministry of Labour and Employment, Govt. of India governed by ESI Act, 1948. As envisaged in the Act, ESIC provides Social Security to workforce and dependent family members in India covered under the ESI Act, 1948 in the form of cashless medical benefits as well as cash benefits in the event of Sickness, Maternity and Employment Injury etc.. ESIC Model Hospital Ludhiana is catering to the medical needs of these beneficiaries at Ludhiana.

To serve them better, ESIC Model Hospital Ludhiana, a 262-bedded Hospital, invites online bids from eligible, reputed and experienced bidders through E-procurement under twoBid system (Technical and Financial Bid) for **ENGAGEMENT OF AGENCY FOR PROVIDING NURSING AND PARAMEDICAL STAFF ON CONTRACT BASIS to ESIC Model Hospital Ludhiana, MDDC Rajpura & MDDC Barnala.**

Approximate value of contract Rs. One Crore Ten Lakh Per Annum.

E-Tender Document is available for viewing and downloading on websites www.esic.nic.in, <https://esictenders.eproc.in>, www.esichospitals.gov.in and www.eprocure.gov.in as mentioned under **schedule of tender process.**

The interested Bidders are requested to go through the entire tender document carefully before quoting rates/submitting bid online. The Hospital will not be responsible for any loss to the bidder due to his/her own error/oversight.

The interested Bidders should **upload** duly filled tender form and Bids along with scanned copies of all the relevant certificates, documents, etc. in support of their technical & Financial Bids on the website <https://esictenders.eproc.in> as mentioned under **schedule of tender process.** Each and every page of all scanned documents uploaded online should be signed by the authorized signatory only with official stamp.

Bids will be opened as per schedule given under **Scope of work and schedule of tender process.** All Bidders can participate in technical evaluation process personally or through representative. In case of representative, he/she must be duly authorized by the Bidder in writing to do so.

Medical Superintendent, ESICMH, Ludhiana

3. IMPORTANT INSTRUCTIONS FOR BIDDERS REGARDING OBTAINING DSC AND APPLYING FOR E-TENDER

All Bidders/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E-Tenders

Bidders should get Registered at <https://esictenders.eproc.in>.

Bidders should add the below mentioned sites under:

Internet Explorer --> Tools --> Internet Options --> Security --> Trusted Sites --> Sites of Internet Explorer

<https://esictenders.eproc.in>

<https://www.tpsl-india.in>

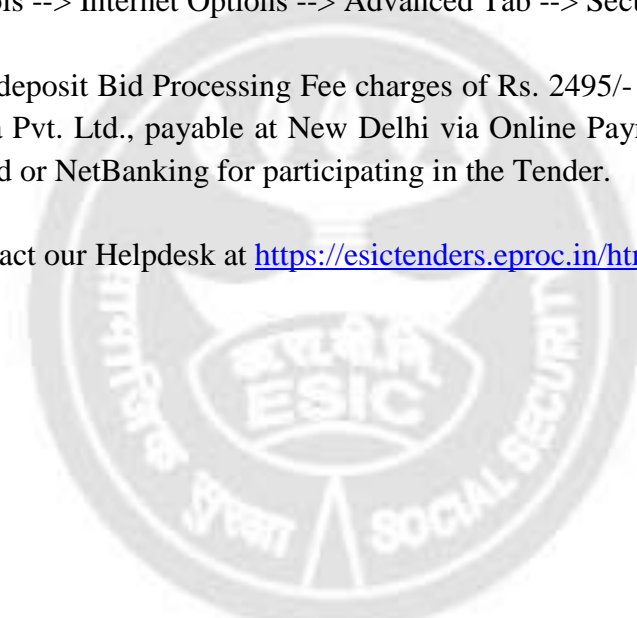
<https://www4.ipg-online.com>

Also, Bidders need to select “Use TLS 1.1 and Use TLS 1.2” under:

Explorer --> Tools --> Internet Options --> Advanced Tab --> Security

Bidder needs to deposit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in favour of M/s. C1 India Pvt. Ltd., payable at New Delhi via Online Payment Modes such as Debit Card, Credit Card or NetBanking for participating in the Tender.

Bidders can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>



4. GENERAL GUIDELINES

A. Availability of E-Tender document: E-Tender Document can be downloaded from websites www.esic.nic.in, <https://esictenders.eproc.in>, www.esichospitals.gov.in and www.eprocure.gov.in. as mentioned under **schedule of tender process**.

B. Period of Contract: The Contract shall initially be for a period of **one year** and extendable for further period subject to Headquarter Office approval & satisfactory performance of the agency and on same terms, conditions & rates. The rates approved shall remain unchanged during the period of contract and extended period, if any. The Medical Superintendent reserves the right to terminate the contract at any time without assigning any reason thereof and without being liable for any cost.

C. Cost of submission of Bids: The Bidder shall bear all costs associated with preparation and submission of the Bid. The Corporation shall, in no case, be responsible or liable for these costs, regardless of the conduct or the outcome of the Bidding process.

D. Language of the Bid: The language of the Bid shall be Hindi/English and all correspondence in this regard shall be in Hindi/English language.

E. Pre-Bid Meeting

1. A Pre-Bid meeting for interested Bidders will be held as mentioned under **schedule of tender process** at **DMS office, 2nd floor**, ESIC Model Hospital, Ludhiana. Any change in venue or timing of pre-Bid meeting will be hosted on aforesaid website.

2. Interested Bidders will be allowed to seek clarification and get their doubt(s) if any, cleared during pre-Bid meeting.

3. Any change in the Tender Document by the Competent Authority after issue of the Tender will be hosted on aforesaid website in the form of Corrigendum/Addendum for incorporating the same in the Bid before last date of submission.

F. Validity of the Bid: The Bids will be valid for a period of **180 days** from the date of opening.

G. Bid Security (Earnest Money Deposit)

1. The Bidders shall deposit with the ESIC a sum of **Rs Two Lakhs Twenty Thousand** towards an interest free Bid security/Earnest Money Deposit (EMD) in the form of **Account Payee Demand Draft** from any Nationalised bank only in favour **ESI Fund A/c No.1 payable at Ludhiana** in sealed envelop superscribed as 'EMD FOR E-TENDER FOR **Engagement of agency for providing nursing and paramedical staff CONTRACT BASIS** . The sealed envelope containing Demand Draft is to be dropped in tender box placed at **Administration Block 2nd Floor, Room No. 203** for this purpose before closing date and time as shown under by **schedule of tender process**. The failure to submit Demand Draft in time or omission shall disqualify the Bid.

2. The Bidder shall **not** revoke his/her Bid or vary its terms and conditions once submitted. If the Bidder revokes the Bid or varies its terms or conditions, the Earnest Money deposited shall stand **forfeited**.

3. If the successful Bidder does not pay the Performance Security in manner described at S or fails to sign the agreement in time, his/her Earnest Money Deposit shall stand **forfeited**.

4. The Earnest Money Deposit of unsuccessful Bidders shall be refunded, after the successful Bidder pays the Performance Security in favour of ESI Fund Account No. 1 payable at Ludhiana.

H. Eligible Bidders: Only those Bidders, who fulfill the eligibility criteria are eligible to submit their Bids for the purpose of this tender.

I. Last Date for Submission: Last date for submission of online Bid is mentioned under schedule of tender process.

J. Manner of Submission of Bid: The complete Bid is to be uploaded online on <https://esictenders.eproc.in>. Any other mode of Bid submission will not be entertained.

In the event of the space on the ANNEXURES being insufficient for the required purpose, additional pages may be added, which must be serially numbered, bearing the Tender Number and duly signed and stamped by the bidder. In such cases, reference to the additional pages must be made in the Tender Form.

For all practical purposes, the e-tender shall be considered for evaluation. However in case of any dispute, the physical documents would also be scrutinized.

K. How Rates to be Quoted: The Bidder is expected to work out his rates, keeping in view the technical specifications & conditions and then arrive at the rates to be quoted. The Bidder shall be

deemed to have satisfied himself before Bidding as to the correctness and sufficiency of Bid and of the rates and prices quoted in the attached schedules, which rates and prices shall, except as otherwise provided, cover all its obligations under the contract and all matters and things necessary for proper fulfilling of his obligations under the contract.

No prices should be quoted in technical Bid or any other document than Financial Bid, else the bid will be rejected outrightly.

L. Other Important Points to be noted by the Bidder

The Financial Bid should be written both in words and figures at appropriate places.

The Bidder shall submit the Bid, which satisfies each and every condition laid down in Tender Document, failing which the Bid shall be summarily rejected.

Conditional Bids will be rejected.

Cuttings and overwritings must be avoided.

The rates quoted in ambiguous terms and with pre conditions will be rejected outrightly.

M. Corrupt or Fraudulent Practices: The Medical Superintendent requires that the Bidders under this Bid observe the highest standards of ethics during the procurement and execution of this Contract. Accordingly, the Medical Superintendent defines the terms set forth as follows:

a) **‘corrupt practice’** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

b) **‘fraudulent practice’** means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the ESI Corporation, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Contract Prices at artificial non-competitive levels and to deprive the Medical Superintendent of the benefits of the free and open competition.

The Medical Superintendent shall 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; The Medical Superintendent shall deem a company/firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the company/firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

N. Opening of Technical Bid: The Technical Bids received as per the scheduled time and date, will be opened as per Schedule of Tender Process at DMS office, 2nd floor, ESIC Model Hospital, Ludhiana in the presence of Bidders or their authorized Representatives present on the opening day. Authorized representatives must produce authority letter at the time of opening of Bids duly signed by the Bidder.

In case, the date of opening is declared a holiday, a fresh date will be communicated online through aforesaid websites.

O. Short listing of Bidders: The Committee duly constituted by the Medical Superintendent will shortlist technically qualified Bidders. Financial Bids of only those Bidders will be opened at a date and time to be intimated, who are declared technically qualified by the committee. The Bidders rejected during technical evaluation will not be intimated.

P. Opening of Financial Bid: The Committee constituted by the Medical Superintendent will open the Financial Bid on the notified date and time in the presence of technically qualified bidders or their authorized representatives present on the day. The rates quoted by the Bidders in FINANCIAL BID shall then be readout. **The committee will recommend the award of contract to the Bidder who quotes the lowest service charge in Financial Bid.**

There should not be any revision of Rates during the contract period unless anything is statutorily liable or imposed and is duly notified by the government.

Q. Acceptance of Bid: Acceptance of Bid shall be done by the Medical Superintendent. The Medical Superintendent is not bound to accept the lowest or any Bid. The Medical Superintendent reserves the right to reject the lowest or all Bids received without assigning any reason whatsoever. The acceptance of Bid will be communicated to the successful Bidder in writing by the authorized officer of the Hospital.

R. Process to be Confidential: Information relating to the examination, evaluation and comparison of Bids and the award of Contract shall not be disclosed to Bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced.

S. Performance Security: To ensure due performance of the contract, an interest free Performance Security for an amount **Rs. 10,00,000/-** will be obtained from successful Bidder before award of the contract for entire period of contract plus 60 days after the expiry of contract. Performance Security will be furnished in the form of an Account payee Demand Draft from any Nationalised Bank in favour of ESI Fund A/c No.1, payable at Ludhiana.

T. Execution of Contract Document: The successful Bidder after submitting Performance Security in favour of ESI Fund A/c No.1 payable at Ludhiana, is required to execute an Agreement on a stamp paper of proper value. The **Agreement should be signed within 10 days from the date of acceptance of the Bid.** The Contract will be governed by the Agreement, guidelines, terms and conditions stated in the tender document, the Conditions of the Contract (CoC) and other documents as specified in the CoC.

It shall be incumbent on the successful Bidder to pay stamp duty, legal and statutory charges for the Agreement, as applicable on the date of the execution.

The successful bidder will be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of tender.

U. Rights of the Hospital: The Medical Superintendent reserves the right to suitably **increase/reduce** the scope of work mentioned in this tender.

In case of any ambiguity in the interpretation of any of the clauses in tender Document or the conditions of the Contract, interpretation of the clauses by the Medical Superintendent shall be final and binding on all Parties.

V. Signing of tender document: In the case of Partnership companies/firms, where authority to refer disputes concerning the business of the partnership has been conferred upon any partner, the tender and all other related documents must be signed by that partner of the company/firm.

W. Responsibility of the person signing the tender document: A person signing the tender documents or any document forming part of the contract, shall be deemed to be construed that he has authority to sign and if at any point of time, it is found that the person signing has no authority to do so, the purchaser, without prejudice to other civil criminal remedies, will cancel the contract and hold the signatory responsible for all costs and damages.

X. Payment Terms: The contractor shall raise the bills on its letter head in triplicate as per the terms and conditions of tender document and requirements of Bill Processing Agency/Branch.

Tax deduction as applicable shall be done at source at the time of release of payment. Payment of bill will be subject to deduction of statutory liabilities, if any.

The contractor will submit bills on monthly basis by 10th of every month/or as per requirements of Bill processing Agency/Branch on its own letter head.

Payment will be made through ECS/NEFT/RTGS in the bank account of the contractor as per the bank details provided by the company/firm with this tender document.

The contractor shall pay the salaries and wages and clear all dues of the workers by the 5th working day of the next calendar month in which these become due without any pre-condition. Else, penalty at the rate of 1% per day of the amount of the bill for that month will be imposed subject to maximum of 10%.

The contractor will pay salary/wages, components thereof and all other statutory dues of the staff engaged by him/her in respective bank accounts strictly on the basis of **Aadhaar Enabled Biometric Attendance System(AEBAS)** installed at Hospital premises. No manual attendance will be considered for payment. The salary/wages and components thereof of the staff engaged by the contractor including employer contribution of EPF and ESI will then be paid by this hospital ensuring minimum wages applicable in the State to the agency on production of detailed bill alongwith proof of payment of salary/wages to the staff engaged.

Medical Superintendent, ESIC MH, Ludhiana

5. ELIGIBILITY CRITERIA

1. The Bidder should be an eligible, reputed and experienced agency//firm/company engaged in **providing nursing and paramedical staff on CONTRACT BASIS** for at least 3 years till the publishing of this tender in last 7 years including at least one year experience of providing **Nursing & Para-Medical** services to 100 or more bedded hospitals under Central Government/State Government/Autonomous Bodies or/and reputed private hospital.
(Supporting documents to be uploaded)
2. The Bidder must have annual turnover of Rs. **1,10,00,000/- (One Crore Ten Lakh only)** or more each during the last three assessment years i.e. 2014-2015, 2015-16 and 2016-2017.
(Duly audited report signed and stamped by the Bidder to be uploaded).
3. The company/firm must have experienced and trained staff as per prescribed norms.(Supporting documents to be uploaded)
4. The company/firm must be having valid labour licence. (Supporting documents to be uploaded)
5. The company/firm must not have been indicted/debarred for any criminal, fraudulent or anti competition activity and have never been black-listed or debarred or both ever by any department/Ministry of Govt. of India or any other body in India or abroad (An undertaking to be uploaded).
6. The company/firm must not be having any legal case pending in any court of India or abroad at the time of Bidding for this tender.(An undertaking to be uploaded)

6. DOCUMENTS TO BE UPLOADED

BIDDER companies/firms which fulfill the above eligibility conditions may upload the Technical Bid and Financial Bid along with the scanned copies of following documents, failing which their Bids will be rejected.

1. Balance Sheets & Profit & Loss accounts certified by Chartered Accountant for three financial years i.e. 2014-15, 2015-16 and 2016-17.
2. Income Tax Returns for three Financial Years i.e. 2014-15, 2015-16 and 2016-17.
3. Scanned copy of Account Payee Demand Draft from any Nationalised Bank only as proof of EMD.
4. Entire E- Tender document including Technical Bid with all enclosures after filling all necessary details.
5. Proof of registration with GST, ESIC and EPFO.
6. Copies of work orders and completion certificates in support of experience of the company/firm. **(ANNEXURE IV)**
7. Registration /Incorporation of company/firm/Partnership.
8. Copy of PAN Number
9. Technical bid. **(ANNEXURE II)**
10. Undertaking as per Performa given in the tender document. **(ANNEXURE III)**
11. Name and Address of bank with Account number and ECS details.
12. Integrity Pact duly signed and stamped by the Bidder in the presence of 2 witnesses. **(ANNEXURE I)**
13. Authority Letter to sign the tender documents (If signed by other than Manager/Director/Proprietor/Partner, as the case may be).
14. Authority Letter to attend Technical and Financial Evaluation process (If other than the Bidder).
15. In case of Partnership, a copy of the Partnership Deed, duly attested by a Notary Public should be furnished.
16. Copy of labour licence.
17. Copy of licence to work as contractor.

All the documents to be uploaded must be signed and stamped by the Bidder on each and every page before uploading. Entire Bid will be outrightly rejected, if any page of any document is found unsigned or unstamped or both.

In case, any of the documents uploaded are not readable or are not properly uploaded, entire bid will be outrightly rejected without any correspondence in this regard.

7. CONDITIONS OF CONTRACT

The agreement shall commence from the date it is made and shall continue for a period of one year. The contract shall be valid for a period of one year i.e. 12 months and extendable for further period subject to Headquarter Office approval and satisfactory performance of the agency and as same terms, conditions & rates. The Medical Superintendent reserves the right to terminate the contract at any time without assigning any reason thereof and without being liable for any cost.

- 1) **Termination of Contract by the Medical Superintendent:** It shall also be lawful for the Medical Superintendent to terminate the Agreement at any time without assigning any reason and without being liable for loss or damage which the Contractor may suffer by reason of such termination. Any such termination shall be without prejudice to any other right of the ESIC Model Hospital, Ludhiana under the Contract.
- 2) **Termination of Contract by contractor:** The agency has no right to terminate the Contract before the end of contract period or tender period if any.
- 3) **Validity of provisions:** Should any part of the Agreement be illegal or unenforceable the remaining provisions shall so far as they are capable of being performed and observed, shall continue in full force and effect.
- 4) **Terms and conditions not specified:** In case of any matter relating to terms and conditions not specified in this Agreement, the same shall be decided by mutual agreement of the Contractor and the Medical Superintendent.
- 5) **Responsibility of the agency:** The Agency shall be responsible for any injury to the workmen and to persons or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any of his employees whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with carrying out of this contract.
- 6) **Indemnification of the Medical Superintendent:** The Agency shall indemnify and keep indemnified the Medical Superintendent and Officer acting as his/her behalf against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the Contract and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto under the provisions of various labour laws as amended from time to time.
- 7) **Protection of the Medical Superintendent from infringements:** The Agency shall indemnify, protect and save the Medical Superintendent against all claims, losses, costs damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.
- 8) **Liberty to make recovery from dues:** The Medical Superintendent shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges, and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the Agency/Agencies.
- 9) **Confidentiality:** The Agency shall not divulge or disclose proprietary knowledge or any information obtained while delivering Goods and services under this Contract to any person, without the prior written consent of the Medical Superintendent.
- 10) **Publicity:** Any publicity by the Agency in which the name of the ESIC Model Hospital, Ludhiana is to be used, should be done only with the explicit written permission from the Medical Superintendent.
- 11) **Disputes&Arbitration:** The Medical Superintendent and the Agency shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If dispute(s) of any

kind whatsoever that cannot be resolved, the same shall be referred to the Arbitrator, appointed by The provisions of the Indian Arbitration and Conciliation Act, 1996 shall apply.

- 12) **Mode of Serving Notice:** Communications between Parties which are referred to in the Contract are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

All notices shall be issued by the authorized officer of the ESIC Model Hospital, Ludhiana, unless otherwise provided in the Contract. In case, the notice is sent by registered post to the last known place or abode or business of the Contractor, it shall be deemed to have been served on the date when in the ordinary course of post these would have been served on or delivered to it.

- 13) **Governing language:** Governing language for the entire contract and communication thereof shall be English only.

- 14) **Law:** The contract shall be governed and interpreted under Indian Laws.

- 15) **Legal Jurisdiction:** No suit or other proceedings relating to performance or breach of Contract shall be filed or taken by the Agency in any Court of law except the competent Courts having jurisdiction within the local limits of Ludhiana only.

Courts at Ludhiana shall have the exclusive jurisdiction to deal with legal issues/disputes arising out of contract.

- 16) **AGREEMENT AND WARRANTY:** Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of employer and employee between the parties.

Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representations, warranty or other provisions except as expressly provided herein, and all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

- 17) **Documents to form part of the agreement:** All the documents mentioned in INDEX of the tender document shall form part of this contract/Agreement.

(NOTE: The conditions mentioned above are not exhaustive. At the time of signing the agreement/contract, more conditions may be added, if considered necessary.)

WORK SPECIFIC TERMS AND CONDITIONS

ANNEXURE-II

The following special terms and conditions shall apply of Nursing & Paramedical Services on Contract Basis at ESIC MODEL Hospital, Bharat Nagar Ludhiana, Punjab-141001.

1. The Contractor will post its staff as shown in schedule A and will pay salary and other legitimate dues of staff engaged by him in their respective Bank Accounts strictly on basis of Aadhar Enabled Biometric Attendance(AEBAS) installed at Hospital/Dispensaries premises. No manual attendance will be considered for payment. The salary of the staff engaged by the contractor including Employer contribution of EPF& ESI will be paid by this hospital ensuring Minimum Wages of applicable in the state or CLC whichever is higher to the contractor on production of detailed Bill alongwith ECS/challan of ESI/EPF/GST Challan certified by C.A.

The Contractor will provide Two set of uniform as per ceiling fixed by this hospital which will be re-imbursed to the contractor on production of original bill.

TERMS AND CONDITIONS FOR PROVIDING MAN POWER SUPPLY SERVICES

1. The Contract will be valid initially for a period of 1 year or till regular recruitment process is completed, whichever is earlier, at the sole discretion of the Medical Superintendent, on

consideration of various factors related thereto including performance of the contractor and staff so deployed.

2. The contract can be terminated at any stage by the Medical Superintendent if the Services were not found satisfactory. However if contractor terminates/breaches the contract in between the contract agreement period & extended period if any, in that case whole security money will be forfeited.
3. The Contractor shall be responsible for the compliance of all Labour Laws including Minimum wages Law such as duration of working hours, overtime and leaves etc.,
4. The contractor shall be solely responsible for the payment of wages and other admissible allowances to the workers engaged by them.
5. The Contractor shall ensure payment of Minimum Wages as applicable from time to time as per the rates of Punjab Govt. or CLC whichever is higher.
6. The Contractor shall specifically ensure compliances of ESI and EPF Rules and Regulations, and other statutory obligations as applicable to the workers engaged by them. The Contractor will have to furnish the details of compliance made by him in respect of workers deployed separately and periodically in this hospital.
7. The Contractor shall have registration with the relevant Government Departments which inter alia include registration with ESIC and EPFO, Income Tax, Service Tax as per the provision of the relevant Acts.
8. The Contractor shall provide the uniforms to the Staff for Summer and Winter separately and I-card bearing name and photo of the workers and also be responsible for proper maintenance and upkeep of the uniforms.
9. **The contractor shall provide the I-Cards to the Staff clearly mentioning the name of the contractor, deputed station and his/her personal details. And it will be mandatory to the staff to keep their I-cards always with them during the working hours.**
10. **Any Staff coming without uniform and ID card on duty will be fined Rs. 100/- for each day of default will be imposed on contractor & recovered from future payments of the contractor. Matron or any other officer authorized by MS will impose the fine.**
11. The Contractor shall provide only those workers whose antecedents have been verified by the police and shall be responsible for their acts in the premises of the ESIC. Failing to provide police verification certificate within 10 days of appointment will invite penalty of Rs. 1000/- per day.
12. **The Contractor shall submit Performance Security Deposit of Rs. 10,00,000/- (Rs. Ten Lakh Only) as performance guarantee through demand draft/pay order in favour of “ESI fund A/c No. 1 payable at Ludhiana” within 7 days from the date of award of contract. Same shall be refunded after 60 days after the termination of the contract, without accrual of interest thereon.**
13. The billing cycle would be calendar month and the wages of workers should be credited to their Bank Account No. on or before 7th of each month. No cash payment is permissible & such payments are to be treated at par with non-payment of wages. There must be no deviation whatsoever in this regard.

14. The payments shall be made by ECS by the agency to the workers deployed in this Hospital.
The agency shall get their workers account opened in the banks within 15 days from the date of appointment of the worker. The contractor shall submit a copy of ECS transfer to this hospital.
15. The Contractor shall maintain such others records as may be prescribed by ESIC from time to time.
16. The Contractor shall produce the monthly challans for deduction and deposit of ESI and EPF contribution in respect of all workers and furnish copies of periodical returns (monthly, annually) as and when they are submitted or due to the various government departments, whichever is earlier.
17. The Contractor shall be responsible for the registration under contract and Labour (abolition) act in respect of employees/workers engaged by them within 21 days of his/her employment.
18. The ESIC shall have a right to ask for the replacement of a staff who is not found suitable for the work or adjudged undesirable worker by the corporation.
19. The contractor at all times must indemnify ESIC against all claims, damages or compensation under all the statutory laws and rules prevailing there under from time to time & also for any loss due to improper handling of movable/immovable properties or use of improper material/equipments.
20. The staff should properly handover/takeover the keys of rooms of the building to/from security post. The staff shall also ensure that all the electrical equipments/instruments/lights and fans must be switched off the office or part of the office to minimize the wastage of resources.
21. Any loss caused to the life & property due to negligence or dereliction of duty of the engaged staff is to be indemnified by the contractor upto the entire satisfaction of the concerned office.
22. The staff engaged by the contractor should be professionally qualified & trained for their job.
23. The contractor shall provide a list of the workers with their ESI and EPF registration numbers.
24. The Managers, Supervisors & working staff should be professionally qualified and must be trained. This work force should be on the pay roll of the Agency. The number of captive manpower must be at least four times the number of estimated work force required.
25. The contractor shall provide a bio-data of all the persons engaged by it for working in the ESIC premises.
26. The contractor shall ensure that all workers deputed by them are physically and mentally fit and a certificate to that effect should be enclosed with the bio-data of the workers.
27. The contractor must employ adult & skilled staff having good antecedents. The contractor shall be fully responsible for the conduct of their staff.
28. Premature withdrawal of the tender by the tenderer shall forfeit the earnest money.
29. In case of pecuniary loss suffered by the hospital on account of negligence attributable to the Agency/Contractor, the hospital will have the right to forfeit the Security deposit and in case the Security deposit falls short to match the pecuniary loss being insufficient, such balance will be recovered from the payments due to the Contractor/Agency.
30. Tenders incomplete in any respect are liable to be rejected without assigning any reason.

31. There is no obligation on the part of ESIC to inform the unsuccessful tenderer of the result of tender process.
32. All disputes arising out of or in connection with the contract shall be settled by the sole arbitration of the Medical Superintendent or a person authorized by him on this behalf.
33. The successful party whose tender will be accepted will be required to enter into a written agreement with the Medical Superintendent on the terms and conditions as may be fixed by the Medical Superintendent.
34. Once the requisition is placed by the hospital, the supplier will provide the manpower within 30 days.
35. **The Contractor shall be liable to make the payment to the workers so deployed on or before 7th of every following month from own pocket and under no circumstance their payment should be delayed or withheld i.e. on the ground of non payment/settlement of bills by the ESIC failing which a penalty of Rs. 1000/- per day will be imposed and deducted from the claimed bill.**
36. The Medical Superintendent has the right of accepting/rejecting any or all tenders without specifying any reason(s) thereof. **NON COMPLIANCE TO ANY OF THE TERMS AND CONDITIONS MENTIONED ON PRE PAGE SHALL TANTAMOUNT TO BREACH OF CONTRACT AND LIABLE FOR TERMINATION OF THE CONTRACT.**

Medical Superintende

ANNEXURE I

8. PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and signed by the Bidders as 2nd part before uploading as Bid document. ESIC Model Hospital Ludhiana as 1st part will sign this Pact at later stage after opening of Bids)

General:

1. This pre-Bid contract agreement (hereinafter called the Integrity Pact) is made on _____ the day of the month of _____ year 2018, between on one hand 'The Medical Superintendent, ESIC Model hospital, Ludhiana' (hereinafter called the "Buyer" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the First Part and M/s _____, represented by, _____, (hereinafter called the "Bidder/SELLER" which expression shall mean and include, unless the context otherwise requires his successors in office and assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **NURSING & PARA-MEDICAL SERVICES** and the Bidder/Seller is willing to offer/has offered the services.

2. Whereas the Bidder is a private company/public company/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the Buyer is a **statutory body under Ministry of Labour & Employment, Government of India** performing its functions as statutory body.

Objectives:

3. Now, therefore, the Buyer and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to: -
 - 3.1 Enabling the Buyer to obtain the desired services 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
 - 3.2 Enabling Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by their officials by following transparent procedures.

Commitments of the Buyer:

4. The Buyer Commits itself to the following: -
 - 4.1 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.
 - 4.2 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

4.3 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.

5. 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.

Commitments of Bidders:

6. 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 contract or in furtherance to secure it and in particular commits himself to the following: -

6.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the Bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the Bidding, evaluation, contracting and implementation of the Contract.

6.2 The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Government.

6.3 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the Bidding process, Bid evaluation, contracting and implementation of the contract.

6.4 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

6.5 The Bidder further concompanies/firms and declares to the Buyer that the Bidder is the original manufacturer/service provider/integrator/owner of the property/authorized agent and has not engaged any individual or company/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, company/firm or company in respect of any such intercession, facilitation or recommendation.

6.6 The Bidder, either while presenting the Bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

6.7 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

6.8 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

6.9 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

7. **Previous Transgression :**

7.1 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.

7.2 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.

8. **Earnest Money/ Performance Security Deposit:**

8.1 Every Bidder, while submitting commercial Bid, shall deposit an amount as specified in the tender document as Earnest Money Deposit/Performance Security Deposit by way of Account Payee Demand Draft payable at Ludhiana from any Nationalised Bank in favour of "ESI Account No. 1.

a) Any other mode or through any other instrument, as stated in tender document.

8.2 Performance Security Deposit shall be valid till the complete conclusion of contractual obligations to complete satisfaction of the buyer.

8.3 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.

8.4 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.

8.5 No interest shall be payable by the Buyer to the Bidder(s) on Earnest Money/Performance Security Deposit for the period of its currency.

9. **Company Code of Conduct:**

Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

10. **Sanctions for Violation:**

10.1 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 Earnest Money/Performance Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason therefore.

- c. To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
 - d. To recover all sums already paid by the Buyer, and in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Prime Lending Rate, while in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any out-standing 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 any middleman or agent or broker with a view to securing the contract.
 - i. If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's company/firm, the same shall be disclosed by the Bidder at the time of filing of tender.
 - j. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
 - k. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
 - l. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Buyer, and if he does so, the Buyer shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Buyer resulting from such rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
 - m. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.
- 10.2 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.
11. **Fall Clause:** The Bidder undertakes that he has not supplied/is not supplying the similar items/services at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India/ institution and if it is found at any stage that the item/service was supplied by the Bidder to any other Ministry/Department of the Government of India/institution 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.
12. **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.

13. **Law and Place of Jurisdiction:** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the Buyer i.e. Ludhiana or as decided by the BUYER.
14. **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.
15. **Validity:**
- a) The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of the Buyer, whichever is later.
 - b) Should one or several provisions of this Pact turn out 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.
 - c) Both the parties signing this integrity pact shall abide 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.

The Parties hereby sign this Integrity Pact on ____/____/2018.

Medical Superintendent
ESICMH Ludhiana (1st part)

Bidder (2nd part)

Witness

Witness

1. _____

1. _____

2. _____

2. _____

9. TECHNICAL BID

ANNEXURE II

1.Name of the Agency/Company/Firm _____

2.Date of establishment & registration number with validity period (Attach Proof)

(In case, services discontinued at any time after establishment, mention the period(s))

3.Registered Address of the Centre (Attach Proof)

4.Telephone:- _____

FAX:- _____

E-mail:- _____

Mobile:- _____

Phone number:- _____

5. Demand Draft number & amount of EMD _____

6. PAN number (Attach Proof) _____

7.GSTIN (Attach Proof) _____

8. ESI employer code (Attach Proof) _____

9. EPFO employer code (Attach Proof) _____

10. Name and contact detail of Nodal Person with designation :-

11. Account Details (Attach cancelled cheque as proof)

Name of Bank & Branch _____

A/c no. _____ Branch Code _____

IFS Code _____ MICR Code _____

12.. CLC Registration No. with validity period
(Attach Proof) _____

13. Turnover during last 3 financial years i.e. 2014-15, 2015-16 and 2016-17(Attach copies of audited Balance Sheets and Profit & Loss A/cs)

Financial Year	Income (Rs.)	Expenditure (Rs.)	Net Profit/Loss (Rs.)
2014-15			
2015-16			
2016-17			

15. Experience in years (Attach Proof)_____

17. Number of contractor licence with validity period
(Attach Proof)_____

18. Total No. of captive manpower available _____
i) Highly Skilled _____
ii) Skilled _____
iii) Semi-Skilled _____
iv) Unskilled _____

19. Any information, considered necessary by the bidder
(Attach copy)_____

It is certified that the particulars given above are true to the best of my/our knowledge and belief and nothing has been concealed or wrongly stated. In case, at any stage any fact turns out to be wrongly stated or concealed by me, I will be liable for legal action apart from fine imposed on me by the Medical Superintendent.

SIGNATURE& STAMP OF BIDDER



ANNEXURE III

10. UNDERTAKING

On stamp paper of appropriate value duly notarized)

I, _____ (Name) am Proprietor/Partner/Director /Manager of M/s _____ undertake as follows:-

1. That I am competent and authorized to sign this undertaking and execute this tender document
2. That I the undersigned hereby certify that I have gone through the terms and conditions mentioned in the tender document carefully and have understood the same. I hereby convey my acceptance of the same and undertake to comply with/abide by them unconditionally.
3. The information / documents furnished along with the application are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides rendering me/us liable for prosecution under appropriate law.
4. That the rates quoted by me/us are valid and binding upon me/us for the entire period of the contract and extended period, if any.
5. That I/We give the rights to Medical Superintendent to forfeit the EMD deposited by me/us in case of violation of any term and condition governing the tender process.
6. That there is no vigilance/CBI case/Court case pending against my/our company/firm/Agency/Company in India or abroad as on the date of publishing of e-tender advertisement.
7. That the company/firm/Agency/Company has never been indicted/debarred for any criminal, fraudulent or anti competition activity and have never been black-listed or debarred or both ever by any department/Ministry of Govt. of India or any other body in India or abroad.
8. That my/our company/firm/Agency is in compliance with all the statutory obligations under the all state and central Acts applicable to my/our company/firm/Agency/Company and that I/we will keep complying with all the present and future statutory obligations under the central and States Act.
9. That I/we will pay wages and salaries and clear all dues of the workers by 7th working day of the next calendar month in which these become due without any pre-condition, else I/we give rights to the Medical Superintendent to impose penalty on me/us as deemed right.

Signature of Proprietor/Manager/Partner/Director

Date:

Full Name _____

Place:

Company's Seal

ANNEXURE IV

11. EXPERIENCE CERTIFICATE
(On the letter head of issuing organization)

It is certified that M/s _____ has been providing/has provided Nursing and Para-Medical Services to our organization since/from _____ to _____ and his/their services have been found to be satisfactory.

Further certified that the company/firm has never been indicted/debarred for any criminal, fraudulent or anti competition activity and have never been black-listed or debarred or both and his/their contract has never been prematurely terminated ever by our department/Ministry/Organisation/Hospital.

Date:
Place:

(Competent authority)
Seal of the Officer

Phone No.



12. FINANCIAL BID

ANNEXURE-V

FORMAT OF FINANCIAL BID FOR ENGAGEMENT OF PROVIDING NURSING AND
PARAMEDICAL STAFF ON CONTRACT BASIS

Annexure A

S.No.	Name of Agency/Firm/company	Service Charges (In %)
		In Figure
		In Words

*Taxes, ESI and EPF employer share as applicable will be paid extra.

The rate of percentage quated under service charges should be filled by computer typing in the same format as given in the Annexure A. Hand \written rates will be summarily rejected.

Note:

1. The Price is required to be quoted only as per above format and in Indian Rupees only. Conditional offer will not be considered and tender will out rightly be rejected. No price hike shall be admissible during the period of contract.
2. In case of quoting same service charges by more than one bidder, the selection of L1 will be made based on higher turnover and captive manpower in the same order.

Full Name of Tenderer

Signature and seal of the tenderer

13. CHECKLIST

(Each page of all documents must be signed and stamped by the Bidder before uploading & submitting)

S. No.	Document	For uploading	Hard copy	Tick the box
1	E-Tender document	Yes	No	
2	Balance Sheets & Profit and Loss Accounts certified by Chartered Accountant (2014-15, 2015-16, 2016-17)	Yes	No	
3	Copies of Income Tax Returns for Financial Years 2014-15, 2015-16 and 2016-17.	Yes	No	
4	Registration/Incorporation certificate	Yes	No	
5	Account Payee Demand Draft(EMD)	Yes*	Yes#	
6	Copy of Pan card	Yes	No	
7	Technical Bid (ANNEXURE II)	Yes	No	
8	Undertaking (ANNEXURE III)	Yes	No	
9	Contractor Licence	Yes	No	
10	Pre-contract Integrity Pact(ANNEXURE I)	Yes	No	
11	Copies of registration with GST, ESIC, EPFO and CLC Registration.	Yes	No	
12	Authority Letter to sign tender documents(If signed by other than Manager/Director/Proprietor/Partner as the case may be)	Yes	No	
13	Authority letter to attend Technical & Financial Evaluation process (If other than the Bidder)	Yes	No	
14	Experience Certificate(ANNEXURE IV)	Yes	No	
15	Copy of partnership deed duly attested by notary (In case of partnership)	Yes	No	

*Scanned copy of Demand Draft.

#Original to be dropped in tender box.

Bidders to ensure that:

All the above documents are uploaded properly and clearly.

All pages of the tender document and enclosures have been signed and stamped by authorized person.

All Pages including additional sheets (if any) have been serially numbered.

All documents are legible (clearly readable).

(NOTE: In case any of the documents uploaded are not readable or are not properly uploaded, entire bid will be outrightly rejected without any correspondence in this regard)

SIGNATURE & STAMP OF BIDDER