

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-02-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-02-2026 10:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Labour And Employment
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Employees State Insurance Corporation (esic)
कार्यालय का नाम/Office Name	South Zone
वस्तु श्रेणी /Item Category	Hiring of Sanitation Service - Manpower Based Model - Sanitary Supervisor; 7; All Areas; All Areas; Daily; 2 , Hiring of Sanitation Service - Manpower Based Model - Sanitary Staff; 7; All Areas; All Areas; Daily; 2
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	125 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	21416830
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	214168

#### ईपीबीजी विवरण /ePBG Detail

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

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज 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।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

#### लाभार्थी /Beneficiary :

Medical Superintendent  
Model and Super Speciality Hospital, Employees State Insurance Corporation (ESIC), Ministry of Labour and Employment, Asramam, Kerala - 691002  
(Medical Superintendent)

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

#### एमआईआई अनुपालन/MII Compliance

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

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.

**This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-**

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Average annual turnover of the previous three financial years	20	10	<a href="#">View File</a>
Total experience of the firm	15	5	<a href="#">View File</a>

Number of years of experience in relevant area of Housekeeping or Sanitation manpower services in Govt or Semi Govt or Autonomous bodies or PSUs	25	10	<a href="#">View File</a>
Present operational contracts in the relevant field of Housekeeping or Sanitation manpower services	20	10	<a href="#">View File</a>
Complaints addressing mechanism in human resource	10	5	<a href="#">View File</a>
Online presentation to be submitted with documents	10	10	<a href="#">View File</a>

**Total Minimum Qualifying Marks for Technical Score: 50**

**QCBS Weightage(Technical:Financial):30:70**

**Designation of CA :** Medical Superintendent

**Office of CA :** ESIC Model & Super Speciality Hospital, Asramam, Kollam - 691002

**CA approval document link :** [View file](#)

**Pre Bid Detail(s)**

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
05-02-2026 12:00:00	Offline Venue: Conference Hall, ESIC Model & Super Speciality Hospital, Asramam, Kollam -691002 Hybrid Mode: Through Google Meet (Joining Link: <a href="https://meet.google.com/gby-tiaf-hsk">https://meet.google.com/gby-tiaf-hsk</a> )

**Hiring Of Sanitation Service - Manpower Based Model - Sanitary Supervisor; 7; All Areas; All Areas; Daily; 2 ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Category of Resource	Sanitary Supervisor
Number Of Working Days in Week	7
Type of Area	All Areas
Area Inclusions	All Areas
Cleaning Cycle	Daily
Cleaning Frequency	2
Consumables/Equipments and cleaning agents to be provided by	Buyer
Machineries to be provider by	Buyer

विवरण/ Specification	मूल्य/ Values
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Kerala
<b>एडऑन /Addon(s)</b>	
Consumables/Equipments and cleaning agents to be provided by Service Provider	NA
Machineries to be provider by service provider	NA

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

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

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources	अतिरिक्त आवश्यकता /Additional Requirement
1	Akash. S	691002,ESIC Model & Super Specialty Hospital, Asramam	1	<ul style="list-style-type: none"> <li>Approx Area in Sq.Ft : 156816</li> <li>Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST : 23998</li> </ul>

**Hiring Of Sanitation Service - Manpower Based Model - Sanitary Staff; 7; All Areas; All Areas; Daily; 2 ( 67 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Category of Resource	Sanitary Staff
Number Of Working Days in Week	7

विवरण/ Specification	मूल्य/ Values
Type of Area	All Areas
Area Inclusions	All Areas
Cleaning Cycle	Daily
Cleaning Frequency	2
Consumables/Equipments and cleaning agents to be provided by	Buyer
Machineries to be provider by	Buyer
Is Geographical presence of the Service Provider registered office is required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Kerala
<b>एडऑन /Addon(s)</b>	
Consumables/Equipments and cleaning agents to be provided by Service Provider	NA
Machineries to be provider by service provider	NA

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources	अतिरिक्त आवश्यकता /Additional Requirement
1	Akash. S	691002,ESIC Model & Super Specialty Hospital, Asramam	67	<ul style="list-style-type: none"> <li>Approx Area in Sq.Ft : 156816</li> <li>Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST : 21503</li> </ul>

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

## 1. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

## 2. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

### **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 bidders may seek or submit their queries regarding this bid on or before the pre bid meeting which shall be held at ESIC Model & Super Speciality Hospital, Asramam 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.
6. 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.
7. Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing all the documents mentioned in this tender notification will summarily be rejected.
8. Canvassing in any form is strictly prohibited and the bidders who are found canvassing are liable to have their Tenders rejected out-rightly.
9. 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.
10. It requires that ESIC Model & Super Speciality Hospital, Asramam as well as bidder observe the highest standard of ethics during the procurement and ex

execution of such contracts. In pursuance of this policy, ESIC Model & Super Speciality Hospital, Asramam 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.

11. The Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam 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.
12. Corrigendum/Clarification issued by the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam after the Prebid meeting shall be applicable to all bidders and it has to be complied by all bidders. If any bidder has submitted their bid before the issue of Prebid clarification/Corrigendum without complying with the prebid clarification/corrigendum, such non-compliant bids shall not be entertained and their bid shall not be considered for next stage of bid.
13. This bid is a two-bid system and the bidder who is technically qualified in the technical bid alone shall be eligible for the financial bid and the details of the bidder eligible for the financial bid shall be updated in the Gem Portal only.

## **II. BIDDER ELIGIBILITY CONDITIONS**

1. The Bidder must have registered with Registrar of Firms/Certificate of Registration with Labour Department as an Establishment. A self attested copy of this should be uploaded.
2. Bidder should have a registered office/Branch office in Kerala. A self-attested copy of document in this regard as proof of having an office in Kerala is to be enclosed. The bid received without the same shall not be considered for financial bid evaluation.
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. A notarized affidavit as per format given on Rs 200/- non-judicial stamp paper dated after the date of this tender publication shall be furnished by the bidder.
  - b. The bid received without this signed and notarized affidavit shall not be considered for financial bid evaluation.
4. The Bidder must have an average annual turnover of Rs.1,25,00,000 (Rupees One Crore Twenty Five Lakh Only) during the last three financial years (2024-2025, 2023-2024, 2022-2023). A Certificate in this regard, duly signed by the registered auditor/CA should be uploaded. If the average annual



- turnover for 2024-2025 has not been certified by registered auditor/CA due to non-finalization of accounts, such bidder may submit turnover certificate for 2021-2022 in place of 2024-2025. The bid received without the turnover certificate shall not be considered for financial bid evaluation.
5. The bidder should have undertaken any one of the following works, i.e., the bidder must have supplied Housekeeping/Sanitation manpower to any Central/State Govt. Hospitals in the last three financial years (2024-2025, 2023-2024, 2022-2023) to the value detailed below and the "Satisfactory work completion certificate with value of contract" issued by their client in support of their contention should be submitted mandatorily:
    - a. One single order of Housekeeping/Sanitation manpower supply not less than Rs.1,72,00,000/- (80% of the work value to be executed).
    - b. Two orders of Housekeeping/Sanitation manpower supply not less than Rs.1,08,00,000/- (50% of the work value to be executed)
    - c. Three orders of Housekeeping/Sanitation manpower supply not less than Rs.86,00,000/- (40% of the work value to be executed)
  6. The previous experience claimed by the bidder should not have been part of any subcontract agreements and the bidder's previous contracts should not have been terminated prematurely by any organization due to breach of contractual obligations or other factors. An undertaking regarding the same available in this tender document is to be submitted in the GeM portal. The bid received without this signed undertaking shall not be considered for financial bid evaluation.
  7. 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 Income and Expenditure statement, Audited Profit and Loss Account and Income Tax Return of the last three financial years i.e., 2024-2025, 2023-2024, 2022-2023. In the absence of audited accounts of 2024-2025, the bidder should submit audited accounts for 2021-2022.
    - b. Copy of work orders/experience certificate in support of sl.no.5 clearly depicting the value of contract related to Housekeeping/Sanitation manpower services in support of project experience should be uploaded.
    - c. Valid EPFO, ESIC Registration Certificates.
    - d. Valid GST and PAN Registration Certificates in respect of the bidding Firm.
    - e. The bidder should have a valid Central/Kerala State Labour License for supply of Housekeeping/Sanitation manpower.
  8. 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 evaluation.
  9. The bidder is informed to submit the documents in support of S.No 1 to S.

No 8 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 evaluation.

10. 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.

### **III. 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 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 evaluation.
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 a bidder can quote 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 as mentioned, then their bid will be summarily rejected.
13. The service charge quoted by the bidder is for all kinds of claim by bidder viz., bidder's profit and for other statutory liability including Gratuity/EL/NF H and any other sundry charges, if any.
14. The selection of the bidder shall be done on the basis of quality cum cost based selection (QCBS) criteria (30:70 for technical and financial evaluation and the percentage for technical and financial evaluation may vary according to the calculation logic available in the GeM portal. The decision of Medical Superintendent in this regard is final).
15. The technical evaluation of the bid shall be based on the following criteria

S. No.	Particulars	Mark breakup		Allocation of Marks		
				Min	Max	Actual
1.	Average annual turnover of the previous three financial years	Minimum 1.25 Cr	10	10	20	
		1.25 Cr to 5 Cr.	15			
		Above 5 Cr.	20			
2.	Total experience of the firm	3 to 6 years	5	5	15	
		6 to 10 years	10			
		> 10 years	15			
3.	Number of years of experience in relevant area (Housekeeping/ Sanitation manpower services) in Govt/Semi-Govt/Autonomous bodies/PSUs	3 to 6 years	10	10	25	
		6 to 10 years	20			
		> 10 years	25			

4.	Present operational contracts in the relevant field (Housekeeping/Sanitation manpower services)	0 to 1 contract	10	10	20	
		2 to 3 contracts	15			
		> 4 contracts	20			
5	Complaints addressing mechanism in human resource	Exclusive telephone hotline number	5	5	10	
		Exclusive telephone hotline number with availability of Grievance handling officer and appellate authority	10			
6	Online presentation to be submitted with documents	Self-attested copy of document as proof of having an office in Kerala	1	10	10	
		Notarized affidavit as per format given in non judicial stamp paper of Rs 200/- regarding not blacklisted / indicted by any Central / State Govt / Semi-Govt. / PSU / Autonomous Body	1			
		Audited Balance Sheet of the last three financial years	1			
		Audited Profit and Loss account of the last three financial years	1			
		IT return of the last three financial years	1			
		EPFO registration certificate	1			

		ESIC registration certificate	1			
		GST registration certificate	1			
		PAN registration certificate	1			
		Valid Central / Kerala State labour license for supply of housekeeping/ sanitation manpower	1			
	Total marks of evaluation	Maximum marks	100			
		Qualifying marks	50			

16. The bidder has to obtain minimum of 50 marks for qualifying in the technical bid. The bidder with less than 50 marks shall not be considered for the financial bid.
17. Based on the evaluation of the technical bid by the officers nominated by the Medical Superintendent with reference to the evaluation criteria mentioned above and on the basis of the technical score secured by the bidder in the evaluation, and after filing the technical score, the system will open financial bid of all qualified service providers and compute QCBS score.
18. In case of tie, then the successful bidder shall be finalised based on the two options as detailed below :
  - a. Placement of contract based on the Algorithm run by GeM system (or)
  - b. Placement of contract on anyone of the H-1 bidders based on any criteria as deemed fit by the Buyer with appropriate internal approvals.

The decision of Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam in this regard is final.
19. The Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the grounds for the said action.

#### **IV. 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 Demand Draft drawn in favour of ESI Corporation Fund Account No.1 payable at Kollam or in the form of Bank Guarantee (PBG), valid for a period of 60 days beyond the date of co

mpletion of all contractual obligations. After submission of the performance security deposit amount only the permission for the commencement of the contract shall be given.

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. The Performance Guarantee shall be returned to the agency after a period of sixty days beyond the date of completion of all contractual obligations. The security Deposit shall be returned on the expiry and termination of the contract subject to conditions that the agency has indemnified the 1st party (Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam) for all payments to the staff. The agency, while requesting for the release of the performance security Deposit, shall certify that all costs, including labour laws obligations, have been fulfilled and that the ESI Corporation authorities shall not be responsible for such payments to the staff arising out of the decision of the Labour Court, if any.
4. Performance Security Deposit shall be forfeited in the event of violation of any of the mentioned terms and conditions of the contract.

## **V. SCOPE OF THE BID**

1. The bidder has to provide the following categories of manpower in the numbers mentioned against each at this hospital during the contract period on contract basis as per the conditions mentioned vide VI(4) in the General terms and conditions of the contract in this bid.
2. The details of the manpower required at present is as below:

SN	Post	Manpower Required	Consolidated Remuneration per head per month (Rs.)	Qualifications of the manpower to be deployed	Category
1.	Sanitary Supervisor	01	23,998* (As per minimum wage for supervisory post in construction sector for Type B Cities notified by Central Labour Commissioner New Delhi)	Plus Two	Semi-skilled

2.	Sanitary Staff / Worker	67	21,503*(As per minimum wage in construction sector for Type B Cities notified by Central Labour Commissioner New Delhi)	N.A	Unskilled
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(\*may vary as per the instructions of the ESIC HQ/CLC/State Govt during the period of the contract and the service provider has to pay as per the directions from this office.)

1. The number of actual requirement of manpower in each category may vary, either decrease or increase, at any point of time during the contract and the service provider shall be informed to deploy the manpower as per the revised requirement and the service provider has to implement the same as per the requirement given by the Medical Superintendent, ESIC Model & Super speciality Hospital, Asramam. The decision of the Medical Superintendent in this regard is final.
2. The service provider may also be in a position to deploy manpower from additional category of post/s also on contract basis as per the requirement of the hospital at any point of time during the contract period. The decision of the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam in this regard is final.
3. The service provider has to deploy the manpower as per the reservation policy of Government of India only.
4. The terms and conditions of appointment, remuneration, etc., shall be in accordance with ESIC Headquarters O.M. F.No. Z-17/11/1/2007/Med.IV (Pt. file) dated 13.04.2022.
5. The service provider has to deploy any manpower with the approval of the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam only.

## **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 will have to enter into an agreement with the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam on a Non judicial stamp paper of Rs.200/- (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 in the buyer added bid specific ATC and scope of work in

this bid 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. The period of contract shall be as per the period mentioned in the agreement.

- 1.4 The successful bidder shall furnish the Performance Security deposit as detailed in the terms and conditions of this Tender notification.
- 1.5 The successful bidder shall prepare and produce a list of the manpower to be deployed with their details of Designation, Complete Qualification, total experience, ESI (if applicable), EPF (if applicable), Bank Account number, Aadhar number and Status of Police Verification before the execution of contract.
- 1.6 The contract is likely to commence subject to fulfilment of condition at Sl. No.1.2 to 1.5, successful bidder should also execute the contract agreement on non-judicial stamp paper of Kerala 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.
- 1.7 The successful bidder has to submit the antecedents of the manpower to be engaged, 3 passport size photographs, details of qualification along with proof, experience certificate, 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.
- 1.8 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.
- 1.9 The successful bidder shall produce the certificate of License under Contract Labour Regulation and Abolition Act, 1970, within a period of one month from the date of commencement of the contract.
- 1.10 If it comes to the notice of the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam that the bidder has secured the bid by submitting false documents or by suppressing the facts, then the contract shall be terminated immediately. The decision of the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam in this regard is final.
- 1.11 The contract shall be terminated at any time during the currency of the contract period for violating any of the terms and conditions of this contract.  
The decision of the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam in this regard is final.

## **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 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 contract shall come into force from the date agreed upon in an agreement signed by both parties. In case the Agency fails to execute the job after signing the agreement deed or leaves the job before completion of the contract period on their own accord, the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam, shall have the right to forfeit the performance security money Deposited by the Agency for execution of the contract.
- 2.3 Prices quoted shall be fixed during the period of the contract including any extended period and not subject to modification 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 Model & Super Speciality Hospital, Asramam specific claim with documentary proof accompanied by the relevant Govt. Notification/Orders).
- 2.4 The Amount to be deducted towards the advance income tax shall be at the rate applicable 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 in any category of the posts notified in this tender, the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam may direct the Service provider accordingly and the successful bidder is bound to provide/reduce manpower as per the changed requirement and the contractor shall be paid proportionately for the changed requirement.
- 2.6 The contractual appointment shall be discontinued immediately upon the reporting of duty by regular staff of ESI Corporation.
- 2.7 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.
- 2.8 The successful Bidder shall not sublet the contract to any other agency/firm. All the manpower deployed should be under the name of the 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.
- 2.9 In case of breach of any terms and condition of the contract, the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam 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.
- 2.10 The Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam 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 the expiry of one year. However, the Service Provid

er 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, Payment of wages Act, Contract Labour Act, GST, etc., in respect of the persons deployed by him in this Hospital. GST will be considered by the competent authority to the extent of actual, on submission of ESIC Model & Super Speciality Hospital, Asramam specific claim with documentary proof accompanied by the relevant Govt. Notification/Orders.
- 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 Model & Super Speciality Hospital, Asramam against all claims, damages or compensation under all statutory laws and rules prevailing time to time which, inter-alia, include the provisions of 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 1965, Code on Wages, 2019; Industrial Relations Code, 2020; Code on Social Security, 2020; Occupational Safety, Health and Working Conditions Code, 2020 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 Model & Super Speciality Hospital, Asramam 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 Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam.
- 3.5 The successful bidder/contractor shall furnish copies of periodical returns as and when they are submitted or due to the various Government Departments.
- 3.6 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 has to submit the relevant registration document in Form III to this hospital within 30 days from the commencement of the contract.
- 3.7 Reservation as per Government of India Rules shall be applicable to the personnel engaged through the successful bidder. Accordingly, the service Provider shall submit documents in proof of community status/medical condi

tion of the personnel as per Government of India Rules.

- 3.8 The service provider has to submit the details of eligible manpower as per the statutory provisions under EPF, ESI, Bonus and other Acts among the manpower to be deployed to this office before commencement of contract in writing. If the service provider is not submitting the details of the same, their claim for reimbursement shall not be entertained and accepted by this hospital. In case a member to be deployed is not mandatorily eligible for becoming a member under any statute like EPF Act, ESI Act, The Payment of Bonus Act 1965, etc., they shall not be considered as the member of that Act and no reimbursement of amount under that Act shall be entertained by this hospital for that manpower. Further no consent for voluntary contribution of EPF over and above the statutory limit under the EPF rules for any deployed manpower shall be accepted by this hospital.
- 3.9 In case, the successful bidder/contractor fails to comply with any statutory/ taxation liability, like EPF, ESI, Bonus 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.
- 3.10 The statutory EPF and ESI contributions and Bonus 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. No reimbursement of employer share of EPF& ESI contribution and Bonus shall be considered for the non eligible manpower as per the respective statutes. No Consent shall be given for voluntary contribution under the EPF provision and only the eligible manpower for becoming the member under EPF provision shall alone be considered for reimbursement of employer share of EPF. The bonus shall only be reimbursable for the eligible manpower as per the statute as per the limit prescribed in the Bonus Act 1965.
- 3.11 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 Model & Super Speciality Hospital, Asramam in this regard before submitting the monthly bills.
- 3.12 Copy of this location specific EPF challan should also be submitted within the time limit specified.
- 3.13 The contractor has to link Aadhar/PAN, Bank account in respect of all the employees with the Universal Account Number issued by the EPFO.
- 3.14 The Bonus applicable for the minimum wage for the concerned scheduled employment as fixed by the appropriate government shall be payable to all eligible manpower in accordance with the rules framed under the Bonus Act and it has to be paid by the service provider in time and the same shall be reimbursed subsequently, failing which action shall be initiated against the contractor besides terminating the contract.

- 3.15 The Bonus shall not be reimbursed for the manpower whose wages are more and above the statutory eligible wage for bonus prescribed under the statutory Bonus Rules.
- 3.16 GST will be considered by the competent authority to the extent of actual, on submission of ESIC Model & Super Speciality Hospital, Asramam specific claim with documentary proof accompanied by the relevant Govt. Notification/Orders.
- 3.17 The GST or any other statutory contribution/duty/tax payable in accordance with any statutory provisions has to be complied by the successful bidder, failing which action shall be initiated against the contractor besides terminating the contract as per the provisions of this bid.
- 3.18 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.

#### **4. GENERAL TERMS AND CONDITIONS OF CONTRACT**

- 4.1 The successful bidder shall provide suitable and eligible candidates strictly as per the eligibility criteria and guidelines of ESIC by following a transparent selection procedure with proper publicity through their website/newspaper etc., without mentioning the name of the hospital or any official /officer of ESIC Hospital and any violation found, the contract shall be cancelled at any stage. Undertaking that he/she has not secured the employment through corrupt practices should be obtained from all the manpower and submitted to the ESIC Model & Super Speciality Hospital, Asramam before deploying them.
- 4.2 The eligibility for all the manpower on contractual engagement shall be on the basis of the latest ESIC Recruitment Regulations of the concerned posts with regard to fulfilling of eligibility criteria, age, qualification and experience and wherever ESIC Regulations are not available the Central/State Government Recruitment Regulations shall be adopted. The decision of the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam shall be final in this regard.
- 4.3 Reservation as per government of India Rules shall be applicable to the personnel engaged through manpower agency. Accordingly, the bidder shall submit documents in proof of community status/medical condition of the personnel as per the Government of India Rules.
- 4.4 For those services, as defined by the competent authority at the time of execution of contract, are required to be in position on 24 x 7.
- 4.5 The nature of work and responsibilities of contractual manpower as furnished by the competent authority, as per the existing instructions on the subject, shall have to be complied.
- 4.6 The category of the manpower and the number required mentioned above is approximate and can be increased/ decreased at the discretion of competent authority at the time of award of contract or at any stage during the

contract period. The decision of Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam in this regard shall be final. In such cases, the manpower agency is bound to reduce/retrench the existing manpower or provide additional manpower.

- 4.7 The contractor shall furnish list of manpower shortlisted for deployment at ESIC Model & Super Speciality Hospital, Asramam 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, police clearance etc., before the commencement of contract and they shall be allowed to perform the work duly after satisfying the conditions of the terms and conditions of this tender. The decision of the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam in this regard is final.
- 4.8 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.
- 4.9 The Contractor should not deploy any of the manpower with less than 18 years of age and not more than 60 years of age at any time during the contract.
- 4.10 The contractor should submit an undertaking to be obtained from all the deployed personnel that they have not secured the employment through corrupt practices to the ESIC Model & Super Speciality Hospital, Asramam before deploying them.
- 4.11 The deployed personnel shall not interfere with the duties of the employees of this hospital.
- 4.12 The Service provider may have to deploy only female manpower in the designated areas /wards as per the instructions of the competent authority.
- 4.13 Changes in personnel deployed will not be allowed without the prior approval/permission of the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam.
- 4.14 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 manpower 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. Police Clearance Certificates of all the manpower deployed by the contractor shall be submitted to ESIC Model & Super Speciality Hospital, Asramam before the commencement of the contract.
- 4.15 The character and antecedents of each personnel 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.
- 4.16 The service provider will also ensure that the personnel deployed are me

dically fit.

- 4.17 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 Model & Super Speciality Hospital, Asramam.
- 4.18 The deployed personnel 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 personnel may be called on closed holidays.
- 4.19 The service provider shall provide the required number of reliever personnel 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.
- 4.20 The service provider shall nominate a 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.
- 4.21 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 Model & Super Speciality Hospital, Asramam. If the grievance of deployed personnel needs intervention of the hospital authority, it shall not be entertained except when forwarded by the service provider with its comment.
- 4.22 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.
- 4.23 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.
- 4.24 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 orderl

y 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.

- 4.25 The deployed personnel shall wear proper uniform and protective covers as prescribed by ESIC Model & Super Speciality Hospital, Asramam 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 Model & Super Speciality Hospital, Asramam.
- 4.26 The Contractor must provide standard uniforms and Identity card to its personnel and the detail of colour code of the uniform has to be obtained from the concerned authorities of this hospital. 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.
- 4.27 Any personnel 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.
- 4.28 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.
- 4.29 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.
- 4.30 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.
- 4.31 The service provider's personnel 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 personnel deployed by him.
- 4.32 Training on behaviour aspects and ethics must be done regularly. ESIC's way of working should be communicated to all the contract staff. Training report of the same must be submitted once in a month.
- 4.33 The Hospital shall have the right to remove any person in case the personnel is not performing the job satisfactorily. The contractor shall have to arrange suitable replacement immediately in all such cases.
- 4.34 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.

- 4.35 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.
- 4.36 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.
- 4.37 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.
- 4.38 ESIC Model & Super Speciality Hospital, Asramam shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
- 4.39 The service provider shall be responsible for any liabilities arising out of an accident or death while on duty in respect of the manpower deployed by him.
- 4.40 Any liability arising out of any litigation (including those in consumer court) due to any act of manpower deployed by him shall be directly borne by the service provider including all expenses/fines. The concerned manpower shall attend the court as and when required.
- 4.41 The hospital shall not provide residential accommodation to any of the manpower of the contractor.
- 4.42 If as a result of post payment audit any overpayment/underpayment is detected in respect of any manpower provided by the agency or alleged to have been provided by the agency under the tender, it shall be recovered/paid by the hospital from/to the agency.
- 4.43 If it is found that the bidder is indulging in illegal activities against the terms and conditions of the bid, then the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam shall cancel the work order / contract ordered before commencement of the contract without giving notice. The decision of the Medical Superintendent in this regard is final.
- 4.44 Nothing in this tender shall be implication or expression be taken to mean or imply that any of the persons deployed/engaged by the service provider / contractor for rendering the services, are employees of the Medical Superintendent or engaged by the Medical superintendent. The service provider shall be deploying workers who shall be in sole employment of the service provider and service provider shall be solely and fully responsible for the ac



ts, salaries, wages, remunerations or any other statutory liabilities or other payments of the workers. Under no circumstances shall the Medical superintendent be liable for any payment or claim or compensation. In case any liability falls on Medical superintendent for any reason, the service provider shall keep Medical superintendent indemnified against the same. In order to give effect to this, the service provider shall incorporate suitable clause in the engagement letters to be issued to the deployed manpower mentioning that the workers are employees of the service provider, a copy of which should be given to Medical superintendent before the commencement of contract.

- 4.45 The manpower deployed by the contractor shall not claim any benefit / compensation / absorption/ regularisation of service from/in this hospital under the provisions of Industrial Disputes Act, 1947 or Contract labour Act 1970. Undertakings from the manpower to this effect shall be submitted by the service provider before the commencement of the contract.
- 4.46 The service provider is responsible for the payment related under retrenchment compensation within the parameter of Section 2F of the Industrial Dispute Act. The service provider is liable to follow all the provisions of the Industrial Disputes Act, 1947.
- 4.47 The service provider should have a Grievance Redressal Mechanism for the contract workers by putting a complaint box in a prominent place in the premises of ESIC Hospital so that any contractual workers who have complaints against the contractors would be able to submit their complaints in those boxes.
- 4.48 The manner in which the service provider engages the manpower and cases of disengagement from work, if any, would entirely be under the purview of the service provider to decide. However, as far as possible, attempts shall have to be made by the service provider to engage the willing and eligible manpower from the previous contractor as long as there are no complaints against them. The continuation of contractual manpower shall always be in accordance with the law and this would not be construed as giving any permanence to the contractual manpower. The service provider has to clearly mention the same with the manpower in their engagement letter.
- 4.49 On termination/expiry of the contract of an outsourcing agency, ESIC Model & Super Speciality Hospital, Asramam would not be responsible for the re-employment of the workers.
- 4.50 In an event of deficiency in performance, misconduct and involvement in any act prejudicial to the interest of the ESIC Model & Super Speciality Hospital, Asramam by a worker, the service provider has to transfer/terminate and take suitable action against that worker as per law and at his own discretion/instruction of the Principal employer. The service provider shall also be responsible to make good against any loss incurred to the ESIC Model & Super Speciality Hospital, Asramam due to such misconducts by the worker engaged by them.
- 4.51 The service provider has to ensure that the premises of ESIC Model & Super Speciality Hospital, Asramam is not used for any conduct of any activity

other than official work relating to the ESIC during the currency of the contract.

- 4.52 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 Model & Super Speciality Hospital, Asramam suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel 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.
- 4.53 The successful bidder/contractor shall not levy/collect/deduct any amount/sum from the personnel deployed by them for any reasons thereof, including for selection, service charge, provision of uniform, identity cards etc., and any violation of this provision shall invite penal provisions including terminating the contract at any stage of the contract.
- 4.54 On the expiry of the agreement as mentioned above, the agency will have to withdraw all its personnel 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 personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- 4.55 The service provider shall ensure that the Register of Workmen Employed by Contractor (Form XIII), as per the Contract Labour (Regulation & Abolition) Rules, 1971 is submitted for verification every month at the time of settling the contractor's monthly bill.
- 4.56 If the contractor contravenes any of the conditions mentioned in this bid, the contract shall be terminated besides forfeiting the security deposit. The decision of the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam in this regard is final.

## **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 personnel.
- 5.3 The ESIC Model & Super Speciality Hospital, Asramam 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 manpower 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 contractor should pay minimum wages as fixed and revised from time to time by the office of the Chief Labour Commission (Central) as applicable to Industrial Workers (Construction & Maintenance) for Type B Areas issued by Office of Chief Labour Commissioner (Central), Ministry of Labour & Employment, Govt.
- 6.2 The wages for the deployed categories of manpower may vary as per the instructions of the ESIC HQ/CLC/State Govt during the period of the contract and if effected, the contractor has to pay as per the directions from this office.
- 6.3 The service charges quoted by the bidder must contain factors towards all kinds of claim by bidder viz., Contractor's profit, handling charge for discharging the statutory liability like bonus/Gratuity/EL/NFH and any other sundry charges, if any.
- 6.4 No claim towards reimbursement of any statutory payment such as Gratuity/EL/NFH, etc., shall be entertained by this hospital.
- 6.5 The details of membership of manpower under EPF, ESI, Bonus and other statute 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.
- 6.6 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 Model & Super Speciality Hospital, Asramam.
- 6.7 The statutory Bonus to all eligible and admissible manpower in accordance with the statutory provisions has to be paid by the service provider in time and the Bonus paid under the statutory rules shall be reimbursed on actual basis along with the applicable GST, if any.
- 6.8 Wages to be paid by the successful bidder to each category of worker is detailed in the details of manpower required part of this tender as consolidated fixed salary (CFS).
- 6.9 The successful bidder can claim fixed CFS only for the personnel who have attended their duties on all working days in a month. For others consolidated fixed salary can be claimed proportionately.
- 6.10 The wages shall be paid as per the number of mandays performed by the deployed manpower.
- 6.11 The service provider will maintain the personnel's attendance, and a copy will be provided to the ESIC office along with the monthly bill on the first working day of the following month.
- 6.12 No wage /remuneration will be paid to any manpower for the days of absence.

nce from duty. The holidays in between any period of absences shall be treated as absence only.

6.13 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.

6.14 The Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam 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 personnel deployed shall be decided based on the attendance register. The deployed personnel shall be registered under AEBAS (Aadhar Enabled Biometric Attendance System) installed at the 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. The service provider must attach an undertaking with monthly bills regarding the timely and complete salary disbursement to their staff. Also, no money must be taken back /recovered from the deployed contractual staff except the statutory recoveries. 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 agency 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/Bonus along with attendance verified by authorized person of the Hospital.
- b. Details of ESIC Model & Super Speciality Hospital, Asramam location specific GST payments of the last month/cycle along with Challan.
- c. Copy of separate ESIC Model & Super Speciality Hospital, Asramam location specific EPF Electronic Challan cum Return (ECR) and separate e-challan in respect of the manpower deployed in this office.
- d. 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.
- e. Details of IT paid details in respect of manpower deployed.
- f. Copy of the register of workers employed by the service provider (Form

XIII) under Contract Labour (R & A) Rules, 1971 duly verified by the Principal Employer

- 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 and bonus amount 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 & Bonus 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 total bill (performance guarantee).
- 8.2 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 or disbursing the wages after 7<sup>th</sup> of any month, the contract shall be terminated apart from legal action as deemed fit shall be initiated against the contractor.
- 8.3 The contractor shall ensure the payment of statutory dues like payment of ESI, EPF contribution with the respective authorities and to comply the statute like payment of bonus to the workers. If it is established that contractor is not making the payment to ESI, EPF contribution to the concerned authorities and the non payment of bonus to the eligible workers shall leads to penal action against the contractor besides action shall be initiated to terminate the contract.
- 8.4 The EPF & ESI number on the ID card of the manpower deployed should be furnished and all the manpower deployed has to wear it while on duty.
- 8.5 If it is found that in spite of imposition of penalty, agency is continuing the contravention of Payment of Wages Act, 1936 and Contract Labour (Regu

lation and Prohibition) Act, 1971 deliberately, the contract shall be terminated besides performance security deposit amount shall be forfeited.

- 8.6 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.
- 8.7 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.
- 8.8 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 apart from administrative action as deemed fit by authorities.
- 8.9 If any deployed person is found sleeping during duty hours, a penalty of Rs.300/- per instance shall be deducted from contractor's bill.
- 8.10 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.
- 8.11 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.
- 8.12 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 from removal of staff and legal action deemed fit against the contractor and its employee.
- 8.13 No wage/remuneration shall be paid to any person for the days of absence from duty.
- 8.14 Employment of child labour will lead to termination of the contract.
- 8.15 If agency fails to make payments to its workers through Bank, contract is liable to be terminated.
- 8.16 In case of any loss or theft of property, the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam will consider the circumstances leading to the loss or theft. Suppose the competent authority fixes the responsibility upon the Agency. In that case, the Agency will make good the loss within a specified period, or else the cost will be deducted from the agency bills for the following month/months.
- 8.17 If the lapse is repeated, the penalty's extent will be doubled besides the contract shall be terminated as per the terms and conditions of the agreement. In this regard, the decision of the Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam shall be final and binding upon the Agency.

8.18 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 Kollam 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 Model & Super Speciality Hospital, Asramam and shall not knowingly lend to any person or company any of the effects or assets of the ESIC under its control.

10.2 In the event of loss/damage of equipments etc. at the premises of ESIC due to negligence/carelessness of Contractor staff, the Contractor shall compensate the loss to ESIC apart from taking suitable action against 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 or 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 control of 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 Model & Super Speciality Hospital, Asramam 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.

### **UNDERTAKING/DECLARATION**

(To be submitted as notarized affidavit on Rs 200/- non-judicial stamp paper dated after the bid publishing date)

To

The Medical Superintendent

ESIC Model & Super Speciality Hospital,

Asramam, Kollam.

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

Sir,

1. I / We hereby 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 IT/GST/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 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 Housekeeping/Sanitation Manpower for ESIC Model & Super Speciality Hospital, Asramam 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. It is certified that none of our previous contracts were terminated prematurely by any organization due to breach of contractual obligations or other factors.
6. It is also certified that the experience claimed by this agency were not submitted by any other agencies or were not part of any subcontract agreements.
7. That I/We authorize Medical Superintendent to forfeit the security money de



posited 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.

8. That I will be in the position to provide contract as per the work explained to me to the satisfaction of the Hospital authority.
9. 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.
10. That I hereby undertake to carry out the work as has been explained to me to the satisfaction of competent authority within stipulated period.
11. I have been informed that The Medical Superintendent, ESIC Model & Super Speciality Hospital, Asramam has right to accept or reject any or all the tenders without assigning any reason thereof.
12. I am ready to sign the agreement with the ESIC, in case of my selection as successful Bidder.
13. I truly declare & confirm that my relatives are not working in ESIC.
14. 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 understand 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.

### **INTEGRITY PACT**

(TO BE TYPED ON BIDDER'S LETTER HEAD)

To

The Medical Superintendent

ESIC Model & Super Speciality Hospital,

Asramam, Kollam.

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 BIDS 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**

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### **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 1<sup>st</sup> 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

S 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/ un 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 person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation contracting and implementation of the Contract.
- 5.2 The Bidder further undertakes that he has not given, offered or 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 Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government.
- 5.3 The Bidder will not collude with other parties interested in the contract 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 an 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 Buy 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 Buy as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electron data carrier. The Bidder also under takes 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 EMD/Security deposit 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 behavior) 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 o

r 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, 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 any of the officers 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. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
- j. The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of competent court; son or daughter or step son or step daughter 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 related whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.
- k. The Bidder shall not lend to or borrow any money from or enter in any monetary dealings or transactions, directly or indirectly, with an employ

ee 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.

- I. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder, the same shall not be opened.

9.2 The decision of the Buyer to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the Bidder can approach the monitor(s) appointed for the purposes of this Pact.

## **10. Fall Clause**

The Bidder undertakes that he has not supplied/is not supplying the similar systems or 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 the 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 the place of the Buyer i.e. Kollam, Kerala.

## **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 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.

**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 \_\_\_\_\_.

ESIC MH, ASRAMAM (1st Party)  
ty)

BIDDER (2nd Par

Witness 1

Witness 1

Witness 2

Witness 2

**3. Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

**SCOPE OF WORK**

**Area of work:**

All open and covered area under the jurisdiction of ESIC Model & Super Speciality Hospital Asramam will be in the scope of housekeeping services to be provided by the contractor.

**Cleaning Services:**

The aim and objective are to provide a high level of a clean, hygienic and presentable look to the entire area. The contractor and his management team will supervise the awarded work. The Contractor has to ensure that the staff deployed is dressed in neat and clean uniform approved by ESIC Model & Super Speciality Hospital, Asramam. Officials of ESIC will also monitor the entire work and staff deployed by the contractor.

**General Instructions:**

1. All collection, storage, transportation and disposal of hospital waste shall be in accordance with Bio-Medical Waste Management and Handling Rules of India, 1998 amended in 2000 and any other amendments or other regulations in this regard.
2. A detailed Hospital Waste Management Plan shall be prepared and got approved



ed from ESIC before starting the 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 at no stage it gets mixed with general waste. Unscientific burning shall not be permitted. Different coloured bags/containers namely green, red, yellow and puncture proof or stainless steel, lead containers shall be used depending on the category of waste.
4. Waste shall not be transferred from one bag to another. Bags should be tied when three fourths full.
5. Covered Trolleys should be used for transportation. Before final disposal/treatment, waste should be kept in specified location and in specific liners and containers provided by the hospital.
6. The scope includes segregation, collection, storage, transportation within the hospital. All statutory rules and regulations and legal requirements are to be followed at each stage.

### **General Requirements and Documentation**

- Organizational structure and line of authority
- Housekeeping manual and all SOP(Standard Operating Procedures)
- List of equipment used
- Color coding
- On job training and documentation
- Description for each category of housekeeping
- Empathetic and polite behavior with patients, visitors and hospital staff.
- Personal Protective Equipments for the Housekeeping staff
- HBV vaccination of all Housekeeping staff
- Maintaining records/details of
  - a) Needle stick injuries or any other injury
  - b) Amount of waste going out to outsourced agency
  - c) Complaint Book
  - d) Duty Roster/Deployment Sheet of Housekeeping Staff
  - e) Inventory of Stores
  - f) Accident/theft Register
  - g) Logs and checklists
- Female wards should be attended by female staff only

### **(A) Daily Services**

Housekeeping/ cleaning services should be provided round the clock on all days including holidays, so that all areas are spick 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 AM in rooms wherein work starts at 9:00 AM.

Housekeeping staff has to do following activities for all hospital rooms / blocks of all the departments, stores, kitchen, consultant chambers, wards, ICUs, operation theatres, CSSD, laundry, labs, blood bank, all corridors and all covered and open areas.

- 1) Cleaning, scrubbing and disinfecting bathrooms, toilets, wash basins, sanitary fittings, floors etc. Of all the areas including wards, ICUs, OTs and all other departments at hourly basis.
- 2) The Contractor will refill Hand Wash / sanitizer in all the Toilets / Rest Rooms as and when required & weekly on every Sunday must top up all refills / urinals cubes etc.
- 3) Cleaning, sweeping, mopping with disinfectant stair cases, cabins, lobbies, reception, pantries, kitchen, CSSD, Laundry, corridors, ceilings, office rooms, training rooms every two hours or as per requirement/direction of the in-charge.
- 4) Vacuum cleaning of all carpets and upholstered furniture once a week on holidays.
- 5) Cleaning and disinfecting kidney trays, urinals, bed pans, sputum mugs, humidifiers, suction bottles and emptying urine and drain bags whenever required, at least once in each shift.
- 6) Cleaning blood and others spills such as human excrement, urine, vomits, sterile body fluids whenever required.
- 7) Cleaning, dusting electrical switch-boards, light fixtures, fans, air conditioner vents, name plates, door mats, fire fighting equipments, computer systems, phones, doors, windows, furniture, window glasses, grills, curtains, sun breaking louvers etc, once a month.
- 8) Cleaning of dust bins, waste paper baskets, cobwebs etc. And disposing off all collected refuse on daily basis at regular intervals i.e. 3 times or as per requirement/direction.
- 9) The dust bins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full.
- 10) Collect garbage in specified colour coded bags from all dustbins and garbage bins existing inside the premises and shall dispose at the designated area within the hospital & load of in BMW / AMC vehicle when it comes.
- 11) Re-filling, replacing and emptying of containers at all stations.
- 12) Offering and assisting the patient with kidney tray, urinals, bed pans, sputum cups whenever required and disposing the contents in the sluice room, clean, disinfect and keep it ready for next use.

- 13) Cleaning the patients who have soiled themselves with stool, urine, vomits with assistance of Patient attendant / Nursing orderly / Staff nurse.
- 14) Washing linen which are soiled by urine, vomits, faeces and others with 1% hypochlorite solution and then send it to laundry on direction of ward in charge.
- 15) Spraying room fresheners and mosquito repellants in all rooms on twice a day basis or as per requirement/direction.
- 16) Assist nursing orderly and staff in transporting dead bodies (including any infected dead bodies) to mortuary and dispose of dead foetus and amputated limbs or other parts to BMW collection point.
- 17) Carry out fumigation of ICUs/OTs as per requirement/direction of H.O.D.
  - 18) Cleaning, mopping, disinfecting OT floors, walls, ceilings/OT lights morning before starting case, in between cases and terminal cleaning at the end of the day.
  - 19) Clean the patient's bed, lockers trolleys, wheelchairs and surrounding areas twice a day or when patient is discharged or when soiling occurs.
- 20) Cleaning and carbolization of ICU beds, OT beds between cases.
- 21) Washing of slippers in ICU, OT, dialysis centre etc.
  - 22) Scrubbing/cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc on hourly basis or as per requirement/direction.
  - 23) Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. After daily check-ups in the morning, afternoons and on call basis during daytime.
  - 24) Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, cleaning open drains etc or as per requirement/direction.
  - 25) Any additional work assigned by the sister I/C of the area where the housekeeping staff has been placed on duty. Once assigned an area, the housekeeping staff will be under the control and supervision of the sister I/C on duty of that area.
- 26) Cleaning of Ramps/signages/Boards/Posters/Banners.
- 27) Ensuring that all the electrical equipments/instruments/lights and fans are switched off as and when required to minimize the wastage of resources.
- 28) Arranging/Moving/Shifting of furniture, received goods/medicine to designated areas etc. as and when required.
- 29) Filling of water in Air cooler as per requirement/direction

**(B) Weekly Services**

The deep cleaning of the entire area will be done once a week asunder:-

- 1) Dusting of entire area including windows / windowpanes / doors / ledges / elevation / louvers / frames etc.
- 2) Cleaning of ceilings and high walls, removal of wash/spit stains on walls, cleaning of terrace & roofs, porches etc.
- 3) Cleaning of sanitary fittings, toilet drain pipes etc. in the toilets with standard cleaning material.
- 4) Cleaning of all windows glasses and grills with detergent/cleaning agents.
- 5) Washing of roads, lawns, paths etc with High Pressure Jet machine or as per requirement/direction.
- 6) Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
- 7) The Contractor will cover all the specified area of scope of work.
- 8) The Contractor will provide the duty register to ESIC as required.
- 9) The Contractor will maintain a Checklist record of all weekly services and submit.
- 10) Weekly cleaning of water coolers and water tanks

**(C) Waste Disposal Management Other than Bio-Medical Waste**

- 1) The contractor will prepare a flowchart indicating the method of collection/disposal etc.
- 2) The contractor will teach and train his staff for collection / disposal work. The garbage will have to be disposed of at least thrice a day.
- 3) The contractor will make arrangement to collect 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.
- 4) Ensure that the AMC bin is cleared daily.

**(D) General Pest and Rodent Control & Termite Services**

- 1) The Contractor shall take prompt and effective measures for Rodent and Disinfection Services including fogging and removal of honeybees/beehives and termite etc. In the area under contract.
- 2) The Contractor will be responsible for any damage to human/machinery by any chemicals used by him. Any damage caused to machinery/books due to rodent and disinfection services in the areas covered under contract shall be made good by the Contractor.

- 3) The Contractor will submit a detailed plan for carrying out the Pest, Rodent & termite Control Services for the approval of ESIC. Frequency of the services as decided by the Medical Superintendent will be final.

**(E) Housekeeping Monitoring and Control**

For better management and smooth services, the following monitoring mechanism will be adopted by the Contractor: -

**1. Display of Checklist of cleaning schedule:**

This is to be pasted in the toilets/ OPDs/ Entrance/ Lawn/ Doctor's room/Labs/Pharmacy/OT/Lifts/Stairs/Corridors/Kitchen/Casualty/Overhead Tank and Other areas. It is to be filled up by the supervisor /Housekeeping staff every hour daily and should be cross checked by supervisor in each shift. The checklist will be verified by the sister in charge and Caretaker or an official nominated by ESIC.

**2. 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 suggestions, complaints related to services or staff deployed by the Contractor will be registered at site and should be reported to Caretaker, ESIC or any other designated official. The Contractor will take immediate action to resolve the same failing which the Penalty Clause will be invoked. Daily and Shift wise rounds to be taken by the supervisors for addressing cleaning issue.

**3. Housekeeping Services Complaint Register**

This register is to be completed on the basis of information received by the Housekeeping supervisor from ESIC officials through the inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter /e-mail, verbal complaints from ESIC, etc. And necessary action is to be taken and compliance shown to the designated officials immediately.

**ADDITIONAL SCOPE AND PARTICULAR CONDITIONS FOR HOSPITAL:**

Housekeeping in the hospital conditions is different than the house keeping services in other commercial organizations. Housekeeping staff has to work between the infected patients and has to handle dangerous infected materials and waste. Along with the routine housekeeping activities, the house keeping staff has to show his / her humanitarian concern towards the patient and provide him all types of required help and services. Such services may be need based and might not have been included in the general scope of work but they have to be provided by the house keeping staff if needed.

In view of the above any work assigned by the sister I/C for the patients' benefit like cleaning of vomits, urine, stool, blood or any undesired material produced by the ill patient or helping him in changing of soiled cloths / linen or any type of need in emergency and helping the ill patient in any type of need is included in the scope of work.

In case of any differences, these particular conditions of Contract shall supersede 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 moping of covered areas.
- (iii) Cleaning of window panes and doorpanels.
- (iv) Cleaning and dusting of furniture and fittings.
- (v) Vacuum Cleaning of all Carpets and upholstered furniture.
- (vi) Any other work within the scope of the specialized services.

### **1. PATIENTS ROOM:**

The Contractor shall be responsible for routine cleaning of the patient room / ward everyday in the morning, evening and night. 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. The routine cleaning will include dusting of the furniture in the room including bed, chair, table, TV, fridge etc, sweeping and mopping of the entire room with a disinfectant solution, cleaning of toilet and bathroom with a bathroom cleaning solution.

### **2. PATIENT COMMON AREAS:**

- Dusting the walls, furniture and fixtures in the corridor and lobby.
- Sweeping and mopping the floor with a disinfectant.
- Cleaning public toilets with soap solution and keeping them odour free using deodorizer cubes/odonil.
- Cleaning doors and windows with soap solutions.
- Cleaning consulting room, dressing room, laboratory and other similar areas. The Cleaning pattern will be same as cleaning of patient room.

### **3. OPERATION THEATERS:**

Operation theatres are the most important place in the hospital which needs maximum care and cleanliness by the house keeping staff.

Repeated cleaning and disinfection of the operation theatres after every operation, removal of the biomedical waste including human body parts and soiled waste, cleaning the used / soiled linen as per SOPs of the Operation theatres and any other type of work assigned by the sister I/C of operation theatre to the house keeping staff has to be performed efficiently.

- All the dustbins washed and lined with colour-coded bags in the morning. The trash bag shall be changed as per schedule or as directed by Sister I/C.
- Operation theatre walls shall be thoroughly cleaned using a specialized soap/disinfectant solution before and after every operation.
- Floor shall be washed and thoroughly mopped with a specialized soap/disinfectant solution. The entire operation theatre floor area shall be scrubbed once a day.
- Toilets/bathrooms will be cleaned with soap solution and kept odour free using deodorizer cubes.
- The common areas, doctor's lounge, nurses lounge, changing rooms, waiting lounge and inside operation theatre shall be swept and mopped in the morning and at regular intervals to keep them clean.
- The floor scrubbing will be done in the night or as and when asked for according to the

scheduled operations and movements in that area.

**4. CLEANING OF OFFICES / CONSULTANT ROOMS:**

- The Contractor shall remove trash from office dustbins and change the trash liner every evening before closing hours.
- The offices shall be dry dusted and swept after the closing hours.
- Vacuum cleaning shall be done on carpets and upholstery.
- The work tables shall be cleaned with soap solution in the morning.
- The office shall be mopped with soap solution in the morning.
- Office staff restrooms/toilets shall be cleaned using soap solution and kept odour free using deodorizer.
- The Contractor will provide, maintain, refill Hand Wash /sanitizer in all the Toilets/Rest Rooms.
- Cleaning of Computers' peripherals, telephones, LCD panels etc with appropriate Brushes periodically.

**5. CLEANING OF LABORATORY AND OTHER CRITICAL AREAS:**

- All the dustbins shall be washed and lined with colour coded bags in the morning. The trash bag shall be changed when it is full.
- Walls shall be thoroughly cleaned using a specialized soap/disinfectant solution in the morning.
- The floor shall be thoroughly mopped with a specialized soap solution.
- The entire laboratory area shall be scrubbed at least twice in a week.
- Toilets/bathrooms shall be cleaned with soap solution and kept odour free using deodorizer cubes.
- The common areas shall be swept and mopped in the morning and at regular intervals to keep them clean.
- Rotation of staff in critical areas like OT, Laboratory, ICU and Wards may be kept at minimum.

**6. GLASS WINDOWS, DOORS & ALUMINIUM PARTITIONS:**

All glass windows, doors and aluminium partitions should be cleaned with appropriate soap solution on daily basis. Glasses shall be wiped with dry cloth to remove fingerprints at regular intervals.

**7. UNDERGROUND & OVERHEAD WATER TANKS:**

The Contractor shall clean and disinfect the water coolers and overhead tanks periodically every week after emptying the water from the tanks as per instruction of ESIC.

**8. TERRACE CLEANING:**

The Contractor shall clean the terrace periodically as per instruction of ESIC.

**CLEANING SCHEDULE**

Sr. No.	ACTIVITY	FREQUENCY (regularly as under or as and when required/directed)	AGENTS USED
<b>1. OT AREA /VERY HIGH-RISK AREA</b>			
1.	Garbage Removal	After every case	As per the BMW guidelines
2.	1 <sup>st</sup> Mopping	Before starting 1 <sup>st</sup> patient and after every case	Germicide
3.	2 <sup>nd</sup> Mopping	Before starting 1 <sup>st</sup> patient and after every case	1% Sodium Hypochlorite
4.	Garbage removal from the OT corridor	When bags are $\frac{3}{4}$ <sup>th</sup> full	As per the BMW Guidelines
5.	Mopping of the OT corridor	Every two hour	Flat mop
6.	Dusting of doors and windows in OT corridor	Once a day	Z colour duster
7.	Mopping in the OT walls	Twice a day i.e .before starting and at the End of the day	Bacillocid/Virux
8.	Wash room& wash basins cleaning	Every hour	Germicide
9.	Washing of Slippers	Once a day	Detergent
10.	Washing of OT	Once a week	Detergent
<b>2.ICU/HIGH RISK AREA</b>			
1.	Garbage Removal	Thrice a day/When bags are $\frac{3}{4}$ <sup>th</sup> full	As per the BMW Guidelines
2.	Dry mop	Every two hour	Feather brush
3.	Dusting	Every two hour	Z colour duster



4.	Mopping	Every two hour	Germicide
5.	Washroom & wash basins cleaning	Every hour	Germicide
6.	Washing of Slippers	Once a day	Detergent
7.	Assist in carbolization / fumigation	When required	Bacillocid
8.	Scrubbing of floor/walls	Once a week	Detergents
<b>3.MODERATE RISK AREA WARDS</b>			
1.	Garbage Removal	Thrice a day/When bags are $\frac{3}{4}$ Full	As per the BMW Guidelines
2.	Dry mop	Every two hour	Feather brush
3.	Dusting	Every two hour	Z colour duster
4.	Mopping	Every two hour	Germicide
5.	Washroom & wash basins Cleaning	Every hour	Germicide
<b>4.KITCHEN</b>			
1.	Garbage Removal	Thrice a day/When bags are $\frac{3}{4}$ full	As per the BMW Guidelines
2.	Dry mop	Every two hour	Feather brush
3.	Dusting	Every two hour	Z colour duster
4.	Mopping	Every two hour	Germicide
5.	Rodents and pest control	Once a day	Gum pads, Rat cages

6.	Washing kitchen and canteen	Once a day	Detergent
<b>5.PUBLIC AREA WASHROOM</b>			
1.	Cleaning	Every hour	Germicide
2.	Washroom & wash-basins cleaning	Every hour	Germicide
<b>6.LOBBY</b>			
1.	Garbage Removal	Thrice a day/When bags are $\frac{3}{4}$ th full	As per the BMW Guidelines
2.	Dry mop	Every two hour	Feather brush
3.	Dusting	Every two hour	Z colour duster
4.	Mopping	Every two hour	Germicide
<b>7.OPD AREA</b>			
1.	Garbage Removal	Thrice a day/When bags are $\frac{3}{4}$ th full	As per the BMW guidelines
2.	Dry mop	Every two hour	Feather brush
3.	Dusting	Every two hour	Z colour duster
4.	Mopping	Every two hour	Germicide
5.	Washroom and wash-basins cleaning	Every hour	Germicide
<b>8.STORES(MEDICAL, SURGICAL, NON-MEDICAL)</b>			
1.	Garbage Removal	Thrice a day/When bags are $\frac{3}{4}$ th full	As per the BMW guidelines

2.	Dry mop	Twice a day	Feather brush
3.	Dusting	Twice a day	Z colour duster
4.	Mopping	Twice a day	Germicide
5.	Rodents and pest control	Once a day	Gum pads, Rat cages
<b>9.MORTUARY</b>			
1.	Garbage Removal	Once a day/When bags are $\frac{3}{4}$ full	As per the BMW guidelines
2.	Dry mop	Every two hour	Feather brush
3.	Dusting	Every two hour	Z colour duster
4.	Mopping	Every two hour	Germicide
<b>10.ADMINISTRATION RECORD/ENGINEERING OFFICE</b>			
1.	Garbage Removal	Once a day/When bags are $\frac{3}{4}$ full	As per the BMW guidelines
2.	Dry mop	Every two hour	Feather brush
3.	Dusting	Every two hour	Z colour duster
4.	Mopping	Every two hour	Germicide
5.	Washroom and wash-basins cleaning	Every hour	Germicide
<b>11.CSSD/LAUNDRY</b>			
1.	Garbage Removal	Once a day/When bags are $\frac{3}{4}$ full	As per the BMW
2.	Dry mop	Every two hour	Feather brush

3.	Dusting	Every two hour	Z colour duster
4.	Mopping	Every two hour	Germicide
5.	Mopping sterile storage area (CSSD)	Once a day	Virux Solution
6.	Washing of sterile area (CSSD)	Once a week (Saturday afternoon)	Virux Solution
7.	Assist in Fumigation (CSSD)	When required	Virux Solution
<b>12. RADIOLOGY</b>			
1.	Garbage Removal	Twice a day/When bags are $\frac{3}{4}$ full	As per the BMW guidelines
2.	Dry mop	Every two hour	Feather brush
3.	Dusting	Every two hour	Z colour duster
4.	Mopping	Every two hour	Germicide
5.	Washroom and wash-basins cleaning	Every hour	Germicide
<b>13. LABORATORY</b>			
1.	Garbage Removal	Once a day/When bags are $\frac{3}{4}$ full	As per the BMW guidelines
2.	Dry mop	Every two hour	Feather brush
3.	Dusting	Every two hour	Z colour duster
4.	Mopping	Every two hour	Germicide
5.	Cleaning of work benches	Twice a day/when required	0.25% Hypochlorite

6.	Washroom and wash-basin s cleaning	Every hour	Germicide
7.	Assist in Fumigation	Once a week	Bacillocid
8.	Washing of Slippers	Once a day	Detergent

### **SOP for Cleaning:**

- Dilution of Wizard in all areas=40ml in 1litre 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 bag.
  - 5) Wash surface with detergent and dry.
    - 6) All waste, gloves, wipe, discard, seal and dispose as clinical waste
    - 7) Mops cleaning- Detergent wash and dry.
    - 8) Buckets-Detergent wash and dry (If contaminated 1% Sodium Hypochlorite overnight rinse and dry).

**IMPORTANT: Every care has been taken to cover all important scopes, aspects, areas requiring Housekeeping services. These are, however, not exhaustive and if deemed fit, the Medical Superintendent may add additional scope of work for which no additional payment whatsoever on any account will be made.**

### **अस्वीकरण/Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में

भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

**---धन्यवाद/Thank You---**