

27/02/25



कर्मचारी राज्य बीमा निगम आदर्श अस्पताल

E.S.I.C. Model Hospital

(श्रम एवं रोजगार मंत्रालय, भारत सरकार)

Ministry of Labour & Employment, Government of India)

(AN ISO 9001:2015 Certified Hospital)

दूरभाष सं. - 0141-2228040, -ms-jaipur.rj@esic.nic.in



E-TENDER NOTICE (THROUGH GEM) FOR ENGAGEMENT OF MAN POWER AGENCY FOR OUTSOURCING MANPOWER TO ESIC MODEL HOSPITAL JAIPUR.

E-tender through GEM is invited under two bid system from eligible Manpower service providers for providing MANPOWER to ESIC Model Hospital Jaipur for the period of one year. Requirement/eligibility criteria/Terms and conditions of the contract have been clarified in the Tender Documents. Tender documents are available online at GeM portal as well as on the website of Employees' State Insurance Corporation i.e. www.esic.gov.in. Bidders are advised to read tender document and related Corrigendum, if any, (uploaded on website and on GEM portal) and check their eligibility before participating in the bid.

The interested bidders should upload their bids along with duly signed scanned copies of all the relevant certificates, documents etc. in support of their technical & price bids on the www.gem.gov.in. The technical bids will be opened online as per GeM Schedule.

Name of Work	E-Tender for providing Manpower through outsourcing agency at ESIC Model Hospital Jaipur.
Estimated Cost for one Year of contract	Rs. 13,25,25,472 /- (Thirteen Crore Twenty Five Lakh Twenty Five Thousand Four Hundred Seventy Two Only)
Last Date & Time of submission e-Tender	As per Bid Specification uploaded on GEM Portal
Date & Time of Opening of Online Tender (Technical)	As per Bid Specification uploaded on GEM Portal
Earnest Money Deposit (EMD) (In favor of ESI A/C No. 1 " payable at Jaipur	02 Percent of Estimated Value (Rs. 26,50,510/-)
Performance Security Deposit/Security Deposit (PSD/SD)	05 percent of tender value (Rs. 66,26,274)

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Competent Authority

(Ashok Samkhla)
(D.D. Gen.)

VINAY BHARDWAJ
(D.S. Gen.)
Gem Nodal officer

ANS-I/C.
(Panchyaram Jadar)

(Amit K Soinastar)
D.D. Fin.

Dr. Anshu Gupta
OSD.

MANPOWER REQUIREMENT

S. No.	Post	Requirement of manpower	Consolidated Remuneration Per month, per person	Eligibility (as per ESIC Recruitment Regulations)
1	Nursing orderly	104	19084/-	Matriculation or equivalent from recognized board Elementary knowledge of First Aid One year experience in handling and dressing wounds in Govt approved/registered nursing home/hospital Age limit:18-27years
2	Cook /Cook Mates	10	19084/-	1.Matriculation or Equivalent from a recognized Board 2. Two years experience in cooking of Indian Food. Age limit:18-27years
3	Junior Radiographer	09	23316/-	1. 10+2 with science from recognized Board 2. 2 year Certificate/Diploma course in radiography from recognized institute Age limit:18-25years
4	Junior Medical Laboratory Technologist (Lab Assistant)	20	23316/-	Essential:- 12 th class pass with Science subjects from a recognized Board. Diploma in Medical Laboratory Technologist from any Government recognized institution with one year relevant experience. Desirable qualification:- Bachelor Degree in Medical Laboratory Science. Age limit:18-25years
5	ECG Technician	08	27336/-	10+2 in Science or equivalent from a recognized Board Two years Diploma in ECG from Central or State Government or AICTE recognized institute. Age limit:18-25years

6	Nursing Officer	97	48106/-	(A) (I) B.Sc.(Hons) in Nursing from a recognized University or institute or regular course in B.Sc. Nursing from a recognized University or Institute ; or Post Basic B.Sc Nursing from a recognized University or Institute ; and (II) registered as a nurse or nurse and mid-wife (registered Nurse or registered Nurse & registered Midwife) with State Nursing Council , OR (B) (I) Diploma in General Nursing Mid wifery from a recognized Board or Council ; (II) registered as a nurse or nurse and mid-wife (registered Nurse or registered Nurse & registered Midwife) from State Nursing Council : and (iii) One year experience in minimum fifty bedded hospital after acquiring the educational qualification mention at B(I) above, Age limit: Not exceeding 30 years
7	Medical Social Worker	03	27336/-	Degree/Diploma in social work from a Central Govt./State Government/AIGTE recognized institution preferably with one year experience in family planning social work/Health Education/Training. Note 1: Qualifications are relaxable at the discretion of the competent authority in case of candidates otherwise will qualified. Note 2: The qualifications(s) regarding experience is/are relaxable at the discretion of the competent authority in the case of candidates belonging to Scheduled castes and Scheduled Tribes if at any stage of Selection the competent authority is of the opinion that sufficient number of candidates from these communities possessing the requisite experience are not likely to be available to fill up the vacancies reserved for them. Age limit : Not exceeding 37 years

8	Dental Technician/ Dental Mechanic	01	31356/-	(i) 10+2 or equivalent qualification with Science from a government recognized Board or School. (ii) Diploma (two years duration) in Dental Mechanics from an institute recognized by the Dental council of India for such purpose. (iii) should be registered with the Dental Council. (iv) two years experience in the relevant field from recognized Hospital. Age limit:18-25years
9	Refractions/ Optometrist	01	37922/-	(i) 10+2/Higher Secondary from a recognized Board with diploma in Optometry/Orthotics. (ii)Should have working knowledge of computers. Age limit : NOT EXCEEDING 32 YEARS
10	Hospital Manager	01	40000/-	(i) Graduation with Knowledge of Computers (ii) MBA/Masters/Diploma- in Hospital Management/Health Care Administration or equivalent Experience- 06 months in any Commercial/Government healthcare institution. Age limit : NOT EXCEEDING 45 YEARS
11	Blood Bank Technician	05	31356/-	(i) Degree in Science from a recognized University with two year experience in Blood Bank Laboratory Techniques or Sr Secondary/10+2 or equivalent from recognized Board with diploma in Medical Laboratory Technology from a Central Govt/State Government/AICTE recognized institution and two year experience in Blood Bank Laboratory Techniques. Age limit : 18-32
12	Plaster Assistant	02	23316/-	Essential qualification: (i) 12th pass from a recognised board; and (ii) One year experience in application of Plaster in an Orthopedic Unit or Ortho Operation Theater of a Government recognised hospital. Note 1: Qualifications are relaxable at the discretion of the competent authority in case of candidates otherwise well qualified. Note 2: The qualifications regarding experience are relaxable at the discretion of the competent authority in the case of candidates belonging to the Scheduled Castes or the

				Scheduled Tribes, if at any stage of selection the competent authority is of the opinion that sufficient number of candidates from these communities possessing the requisite experience are not likely to be available to fill up the vacancies reserved for them. Age limit : 18-25
13	Physiotherapist	01	37922/-	1. (i) Two years Diploma in Physiotherapy duly recognised by University Grants Commission or All India Council for Technical Education approved university or institution or by Central Government or State Government authorised regulatory body for this purpose; and (ii) Three years' post-diploma experience as such from a hospital having minimum of hundred beds and registered under Central Government or State Government under the relevant law. OR 2.(i) Three years Diploma in Physiotherapy duly recognised by University Grants Commission or All India Council for Technical Education approved university or institution or by Central Government or State Government authorised regulatory body; and (ii) Two years' post-diploma experience as such from a hospital having minimum of hundred beds and registered under Central Government or State Government under the relevant law. OR 3.(i) Minimum four years Bachelor's degree in Physiotherapy duly recognised by University Grants Commission or All India Council for Technical Education approved university or institution or by Central Government or State Government authorised regulatory body for this purpose; and (ii) One year post-degree experience from a hospital having minimum of hundred beds and registered under Central Government or State Government under the relevant law. Note 1:- Qualifications are relaxable at the discretion of the Union Public Service Commission, for reasons to be recorded in writing, in the case of candidates otherwise well qualified. Note 2: The qualifications regarding experience are relaxable at the discretion of the Union Public Service Commission, for reasons to be recorded in writing in the case of the candidates belonging to Scheduled Castes or

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				Scheduled Tribes, if at any stage of selection the Union Public Service Commission, is of the opinion that sufficient number of candidates from these communities possessing the requisite experience are not likely to be available to fill up the vacancies reserved for them. Age limit : 18-30
14	Occupational Therapist	01	37922/-	1. (i) Two years Diploma in Occupational Therapy duly recognised by University Grants Commission or All India Council for Technical Education approved university or institution or by Central Government or State Government authorised regulatory body for this purpose; and (ii) Three years' post-diploma experience as such from a hospital having minimum of hundred beds and registered under Central Government or State Government under the relevant law. OR 2. (i) Three years Diploma in Occupational Therapy duly recognised by University Grants Commission or All India Council for Technical Education approved university or institution or by Central Government or State Government authorized regulatory body; and (ii) Two years' post-diploma experience as such from a hospital having minimum of hundred beds and registered under Central Government or State Government under the relevant law. OR 3. (i) Minimum four years Bachelor's degree in Occupational Therapy duly recognised by University Grants Commission or All India Council for Technical Education approved university or institution or by Central Government or State Government authorised regulatory body for this purpose; and (ii) One year post-degree experience from a hospital having minimum of hundred beds and registered under Central Government or State Government under the relevant law. Age limit : 18-30
15	Respiratory Lab Assistant	01	23316/-	(1) Matriculation or equivalent qualification from as recognized Board. (2) Two Years Experience in handling Fiber Optic Bronchoscope and various Lung Function Test Machine in a Respiratory Laboratory of a Govt. Hosp./Teaching Institute/Registered Nursing Home.

				Age limit : 18-27
16	Pharmacist	07	31356/-	Degree in pharmacy/Sr secondary with Diploma in Pharmacy from a recognized Institution and qualified & registered as pharmacist under Pharmacy Act, 1948. (Not Exceeding 32 years)
17	Medical Record Assistant (Jr. MRT)	10	21306/-	(i) 12th class pass from a recognized Board or University. (ii) Certificate of Medical Record Technician training from a recognised institute. (iii) A typing speed of 35 words per minute in English or 30 words per minute in Hindi on computer (35 words per minute and 30 words per minute correspond to 10500 key depressions per hour or 9000 key depressions on an average of 5 key depressions for each word. Age limit : 18-25
18	Library Assistant	10	20956/-	Matriculation with a Certificate in Library Science (1 years' course after Matriculation) Age limit : 18-25
19	Support Staff(Photographer)	01	27336/-	1. Class 12 th Pass from a recognized Board 2. Diploma course in Photography (minimum 1 year duration) from a government recognised Institute or University. 3. Two years experience in Photography preferably in Medical Photography in a Government or recognized Hospital. (GOI) Age limit : 18-27
20	Support Staff(Audio visual Technician)	01	27336/-	Matric or equivalent from a recognised university/Board with two years sound knowledge of developing printing and enlarging. Knowledge of recording and numbering of negative. (GOI) Age limit : 18-27
21	Support Staff (Dissection Hall Attendant)	03	21306/-	10+2 or equivalent with one year experience in the concerned department. Or 10th Pass with three years experience in the concerned department. (AIIMS) Age limit : 21-30
22	Support Staff(Dark room Asst.)	01	27336/-	Matriculation or equivalent qualification from recognized Board Diploma or Certificate in Radiology from Central Govt./State Govt./

				AICTE recognized Institute. Nursing Orderly with three years regular service for Matriculates and eight years regular service for Non-matriculates in Radiology. Age limit : 18-27
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Notes:-

1. Monthly Remuneration is in Rs.(Excluding ESI, PF, Bonus ,GST etc. as applicable)
2. Age relaxation to SC/ST/OBC/EWS as per government of India rules.
3. Salary of Respiratory Lab Assistant will be equal to Lab Assistant
4. Salary of Support staff (dark room Asst.) will be equal to Support staff (Audio visual Technician)
5. Committee has proposed for hiring of Dental Hygienist but as per rule in Dental Category, Dental Mechanic has lower level hence Dental Mechanic will be recruited on contract.

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Additional Documents to be submitted For Technical Evaluation:-

1. The bidder should have executed work/contract for providing Nursing and/ Paramedical manpower in every financial year for the last three years (i.e. F.Y 2021-22,2022-23 & 2023-24) to any Central Govt Hospital/ State Govt Organization Hospital / PSU Hospital out of which at least one work order should be completed to any Central Govt Hospital/ State Govt Organization Hospital / PSU Hospital having 100 or more Bed capacity in above mentioned last three years.
2. ESIC and EPF registration certificates
3. GST Registration Certificate
4. TAN/PAN Copy.
5. Proof of payment of GST for any of one month from last three month.
6. Proof of payment of ESIC Contributions for any of one month from last three month.
7. Proof of payment of EPF Contributions for any of one month from last three month.
8. An office of the Service Provider must be located in the state of Consignee. Documentary evidence to be submitted. Incase no office is located at the time of participating in the bid, bidder shall submit an undertaking that within 30 days of issue of work order, an office shall be established at Rajasthan and documentary evidence regarding this shall be submitted
9. Bidder should have duly signed Pre-Contract Integrity Pact attached with the tender document.

CHECK LIST FOR TECHNICAL EVALUATION

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

S.No.	Description	Please mention the submitted document	Page No.
1	EMD (As mentioned on GeM (If claiming exemption please upload necessary certificates)		
2	Minimum Average Annual Turnover of the bidder (For last 3 financial Years) Financial Year 2021-22 Financial Year 2022-23 Financial Year 2023-24		
3	Past experience (at least 3 years) in similar service nursing & paramedical services should be attached. Performance certificate PSU/State/Central Govt.		
4	Executed contracts (completed) One contract worth Rs 106,020,380/- (or) Two contracts worth Rs 66,262,737/- each (or) Three contracts worth Rs 53,010,190/- each (Please upload documents as per GeM Condition/Clause of Past Project Experience)		
5	Registration certificates / Licenses under contract labour act of Government of India (Contract Labour Act (R&A) 1970)		
6	ESIC registration certificate with Contribution proof for any of one month from last three months.		
7	EPF registration certificate with Contribution proof for any of one month from last three months.		
8	GST Registration Certificate with Contribution proof for any of one month from last three months.		
9	Documentary evidence regarding local office in Rajasthan. Incase no office is located at the time of participating in the bid, bidder shall submit an undertaking that within 30 days of issue of work order, an office shall be established at Rajasthan and documentary evidence regarding this shall be submitted		

10	Duly Signed Annexures attached in Bid		
11	The bidder should not be defaulter in ESIC & EPFO and an undertaking should be given for same.		
12	The bidder should not be defaulter in Statutory liabilities and labour laws, undertaking should be given for same.		
13	And all other document/certificate/undertaking/annexure mentioned in the bid document.		

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SCOPE OF WORK

1. In case the contractor fails to commence the contract by the date mentioned in the work order, the performance security deposit shall be forfeited without notice and the contractor shall be blacklisted for three years.
2. In the event of any breach / violation or contravention of any terms and conditions contained herein by the Contractor or the personnel deployed, the Security Deposit of the Contractor and any other sum due are liable to be forfeited without any notice.
3. The manpower agency has to ensure that the reservation policy of DoPT, Govt of India is followed for all contractual engagements.
4. The duties and responsibilities of contractual manpower will be similar to the job profile for the respective posts in ESIC.
5. The contractor shall not indulge in corrupt practices in any manner including taking amount for appointments or assigning suitable duties etc. In case it is found, the contract shall be summarily terminated and shall stand blacklisted for five years from the date of termination.
6. The successful contractor, before the start of the contract, has to submit a list of employees containing the details of Name, designation, qualification, experience, bank account number, Aadhaar No. status of police verification. The contractor shall also provide bio- data of all the employees with the enclosures (copies of certificates) of educational qualifications, experience, police verification etc.
7. The contractor shall submit undertakings obtained from each employee that they are aware that their employment is temporary in nature and liable to be terminated any time awarding the contract. In case of joining of regular employees, the manpower requirement shall be decreased to that extent and the contractor shall adjust the discontinued employees by himself and ESIC shall not be responsible for their relocation or reappointment or readjustment.
8. The Contractor at all times should indemnify ESIC against all claims, damages or compensation under the provisions of 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; Labour laws; Shops and Establishments Act or any modification thereof or any other law relating thereto and rules made there under from time to time. ESIC will not own any responsibility in this regard.
9. The Contractor has to provide standard liveries on his own cost to its staff. The staff shall be in proper uniform provided by the contractor but approved by ESIC administration with their identity properly displayed. Samples of liveries will have to be submitted by the Contractor for the approval of competent authority. In case of failure of the contractor to provide uniforms or proper uniforms to the staff, ESIC reserves the right to provide the uniform and deduct the expenditure incurred on the same from the monthly bills.
10. Posting of substitute staff shall be considered with the prior approval of competent authority.

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11. The vendor is bounded to pay salary as per benchmark rate decided in this tender.

12. DISPUTE RESOLUTION:

Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Competent Authority ESIC MODEL HOSPITAL JAIPUR.

The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

The cost of Arbitration shall be borne by the respective parties in equal proportions.

During the pendency of the arbitration proceeding and currency of contract, the Contractor shall not be entitled to suspend the work / service to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Jaipur only. The courts at Jaipur shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

13. Payment Procedure:

- a) Payment to all the engaged employees will have to be made on or before 7th of the succeeding month, delay in salary wages and exploitation of engaged employees shall not be tolerated by ESIC and a penalty may be. Said penalty shall be imposed and deducted from the service charge. **"PAYMENT OF WAGES IS NOT LINKED TO PAYMENT OF THE BILL BY ESIC."** However, Endeavour shall be made to make payment to the Agency in time.
- b) All the payments to the workers have to be made by the Agency through Bank online transactions only on or payment before 7th day of each month irrespective of payment realized by ESIC to party or not. Cash payment is strictly prohibited. Agreement with the Agencies, who does not make payment to its workers through Bank is shall be terminated.
- c) Arrear payment will be made by contractor and buyer will reimburse in due course.
- d) Payment will be made upon submission of the bill in duplicate. Payment of the bill will be based on computerized print outs in standardized Performa approved by ESIC MODEL HOSPITAL, JAIPUR along with computer generated attendance sheet in respect of the persons deployed. Bills without relevant documents may not be processed till the submission of all the documents.
- e) While submitting the bill, the contractor shall file an undertaking as per Annexure D appended to this ATC without which bill shall not be processed

14. All the employees of the Contractor have to mark their attendance in the Aadhaar Enabled Biometric attendance facility or any other attendance system as per the instructions of the competent authority of the Hospital. Payment of the bills shall be based on the attendance marked on such system duly verified by concern HoDs / ANS I/Cs along with the satisfactory certificate from the HoDs / ANS I/Cs.

15. The contractor shall maintain all statutory registers/ documents required in compliance to various labour and other laws. The same shall have to be produced, on demand, to the Hospital authorities or any other authority under law.

16. Risk Clause

- a) The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of any failure of the existing arrangement. ESIC reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by the ESIC Model Hospital, Jaipur from the Contractor Security Deposit or pending bill or by raising a separate claim.
 - b) All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the Competent Authority. Contractor and his staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the Hospital, and shall not knowingly lend to any person or company any of the effects or assets of the Hospital, under its control.
 - c) In the event of loss/damage of equipments etc. at the premises of the ESIC Model Hospital, Jaipur due to negligence/carelessness of Contractor staff, if established after a joint enquiry, then the Contractor shall compensate the loss to ESIC Model Hospital, Jaipur. The Contractor or his representative/s shall meet Hospital representative/s regularly to take feedback regarding the services.
 - d) The Contractor will also maintain a suggestion book for comments on the services rendered by it and present to administration office monthly.
 - e) 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 Model Hospital, Jaipur premises and shall indemnify Hospital, for any loss or damage caused by any act of the Contractor or its employees or staff etc.
 - f) The Contractor shall not assign or sublet this Agreement or any part thereof to any third party, where service of associates for providing services / meeting contractual responsibilities if availed by the contractor, the contractor shall be fully responsible for performance & all acts of the associate as if they are his own.
 - g) Training on behavior aspects and ethics must be done regularly along with Continuous Nursing Education (CNE). ESIC Model Hospital, Jaipur way of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
 - h) Licenses if any required for providing the manpower services at the site will be procured by the Contractor.
17. The monthly GST for this site has to be paid separately and shall have to be submitted alongwith the bill.
18. **It is the responsibility of the contractor to draw the duty roster of contract employees duly approved by respective HoDs or ANS I/cs. In case of non-submission of duty roster by last day of the previous month, a penalty may be levied. The duty roster shall be in compliance with all the prevalent labour/other laws and it is the sole responsibility of the contractor in case of any labour issues arising out of such rosters.**
19. Escalation Matrix for resolving the grievances of the deployed employees has to be shared with all the employees. Any grievance received from any employee has to be attended and resolved in reasonable time. Proper record of such grievances along with their resolutions shall have to be produced to the Hospital authorities once in a month or as and when demanded.
20. ESIC reserves the right to reduce the number of outsourced manpower to any extent in the event of appointment of regular manpower. It is the sole responsibility of the Contractor to adjust the discontinued manpower in their own organization. Any labour/legal issues arising out of the above shall have to be taken care solely by the contractor and ESIC shall not take any responsibility in this regard.
21. **Feedback regarding the performance of the deployed manpower shall be taken regularly from**

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the HoDs/DMS/ANS I/c. Replacement of employee(s) due to unsatisfactory performance shall have to be done within 48 hours of intimation given to the contractor by the Hospital Authorities. Being an Emergency service of Hospital, Withdrawal of deployed Manpower by the agency will be permissible only with the approval of competent authority.

22. The manpower shall be deployed at the Hospital only after mandatory induction training of atleast 7 days. All the employees shall have to be given certificates by the contractor regarding successful completion of induction training and the copies of the same shall have to be submitted to ESIC before start of the contract. The complete details of training imparted by the contractor shall be shared to ESIC. The expenditure incurred for the above training shall have to be borne by the contractor only. ESIC shall not undertake to provide any premises/training room for the above training

23. Penalty Clause :

Notwithstanding anything contained above, the following penalties shall be levied for non-compliance of terms & conditions of GeM bid document, Contract Agreement, work order etc from the monthly bills of the contractor or the performance security deposit. Monthly levied penalty shall not be more than the service charge payable to Contractor.

However, Competent Authority has right to condone or reduce any penalty in emerging prevailing situation:

S.No	Nature of non-compliance	Penalties for non-compliance
1.	Fails to commence the contract by the date mentioned in the work order	Performance security deposit shall be forfeited without notice and the contractor shall be Black listed for three years.
2.	The contractor shall not indulge in corrupt practices in any manner including taking amount for appointments or assigning suitable duties, taking back the amount paid as salary, taking charges for uniforms from employees etc.	The contract shall be summarily terminated and the contractor shall stand blacklisted for three years from the date of termination
3.	Non deployment of total manpower mentioned in the contract as per the date of joining.	Up to 15 Days, @1% per day of the total value of non-deployed manpower. Beyond 15 days contract may be cancelled with cancellation charges @ 10% of the order value.
4.	The contractor shall submit undertakings obtained from each employee that they are aware that their employment is temporary in nature and liable to be terminated any time and no amount is paid to the contractor or any person for the purpose of this employment. Similarly, the Contractor has to submit an undertaking that he has not collected or received any amount from the deployed staff for the purpose of providing employment. The expenditure incurred for the undertakings/affidavits shall have to be borne by the contractor only and shall not be charged to the employees.	- Rs 200/- per day of delay for non-submission of employees' undertakings. - Rs 500/- per day for non-submission of Contractor's undertaking.

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5.	All the employees deployed at this site shall have to be given appointment letters by the contractor.	A penalty of Rs 100/- per employee for whom appointment letter was not issued shall be levied and deducted from the monthly bill
6.	If the employee is found responsible for any theft, loss of material/ articles and damages	- Deduction in actual from the monthly bills, equivalent to the value of the article theft/lost/ damaged by the employee. - Replacement of the employee within 2 days/cancellation of contract by Competent Authority depending on the gravity of the act.
7.	If the employee is found responsible for disobedience/ misconduct	Warning/counseling/Immediate replacement within 2 days as decided by the Competent Authority depending on the gravity of the act.
8.	If the employee is absent or takes leave for more than 2 days without informing or taking prior approval.	Substitute will be provided within 2 days failing which, @ 1% per day of the total value of the absent resources up to 15 days. Beyond 15 days contract may be cancelled with cancellation charges @ 10% of the order value.
9.	If the employee is found responsible for adopting illegal methods or exercising any corrupt practice in collusion with any third party or officials or indulges in group activities at the workplace that affects patient care or damages the name of ESIC or Hospital	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the Competent Authority depending on the gravity of the act.
10.	Non-issue of standard uniform, ID cards & liveries as mentioned in the Terms & Conditions of the contract	A penalty at the rate of Rs 100/- per day shall be levied on the contractor upto 15 days and thereafter cancellation of contract
11.	Staff not wearing uniform and ID cards	Penalty at the rate of Rs 100/- per employee per day will be levied on the contractor
12.	Non-payment of wages on or before 7th of the succeeding month irrespective of pending bills with ESIC	Rs 5000/- per day beyond 7th of each month.
13.	Non-issue of pay slips to the employees	Penalty of Rs 100/- per employee per month for whom pay-slip was not issued
14.	Non-submission of bill by 10 th of the succeeding month	Rs 500/- per each day of delay
15.	Submission of duty roster by last day of the previous month and display of names of the deployed employees at ward/ Department /Unit	It is the responsibility of the contractor to draw the duty roster of contract employees in consultation with respective HoDs or ANS I/cs. In-case of non- submission of duty roster by last day of the previous month, a penalty of Rs 100/- per day per ward/Department/unit shall be levied. The duty roster shall be in compliance with all the labour/other laws in vogue and it is the sole responsibility of the contractor in case of any labour issues arising out of such rosters.
16.	Indulging in smoking/drinking/sleeping or any other misconduct during duty hours	Rs 500/- per person and immediate removal of the offender and replacement

17	Duty performed by a worker for more than one shift in 24 hours	Shall not be allowed. If such instance is found, Rs 500/- penalty per such worker. The Contractor shall be solely responsible regarding labour issues arising for such act from Regional Labour Commissioner or any Statutory authority
18	If an office is not established within 30 days of issue of work order (Shop act along with registration in Jaipur city.)	- Rs 500/- per each day up to first 10 days, - Rs 1000/- per each day from 11th to 20th day - Rs 2000/- per each day from 21st to 30th day, - After that termination of contract
19	Unsatisfactory performance	- Individual Complaint: 100/- per instance. - Adverse report by Committee for inspection: 500/- per instance. - Adverse Monthly report: 1,000/- per report
20	If lesser number of staff are deployed when compared to the duty roster	Rs 100/- per each non-deployed staff
21	If any staff refuses to do any work which is under the scope of the contract	Rs 500/- per each instance
22	Any on-duty employee not present in the allotted Department	Rs 200/- per each instance
23	Contractual staff in any mal practice	Terminate & not reinserted.

Other penalties will be as per SLA.

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ANNEXURE "B"UNDERTAKING

I.....Son/Daughter of
 Shri.....Authorized signatory
 of....., competent to sign this Declaration and execute this tender document.

I have carefully read and understand all the terms and conditions of the tender and hereby convey my acceptance of the same.

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage and I will be liable to face any action fit in this regard.

I further declare that my Company/agency is not blacklisted by any Government organization and no CBI/ or any criminal case is pending against me/firm. I further declare that I/Firm have never been convicted for any criminal offence by any court of law.

The firm is not providing the services to Central Government/State Government/E.S.I.C. or any other autonomous institution below the rates quoted in this tender document.

The contractual staff will always be an employee of contractor and never a staff of E.S.I.C. hence will never claim such benefit like claim of permanency, medical benefit etc

I hereby undertake to supply the items as per directions given in the tender document/supply order within stipulated period.

Date: -

Place:

Sign and Stamp

Handwritten signatures and initials are present in this section, including a signature that appears to read "mish" and another that appears to read "G".

UNDERTAKING

ISon/Daughter of
Shri.....Authorized signatory
of.....am competent to sign this Declaration and execute this tender document.

I have carefully read and understand all the terms and conditions of the tender and hereby convey my acceptance of the same.

I undertake and declare that I have all requisite license / registration for Providing Requisite Man Power Service from the competent authority.

Date: -
Place:

Sign and Stamp

22. 02.25
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(Letter Head of the Contractor)
UNDERTAKING

Date: _____

The Competent Authority
ESIC Model Hospital
Jaipur 302006

Ref: - GeM Order No. _____ Dated _____
As per the agreement, we M/s. _____, certify that:-

1. Net wages of _____ number of employees amounting to Rs. _____ are credited to their respective bank accounts on _____ Date _____.
2. The Employee's share of EPF contribution for _____ number of employees is Rs. _____ and Employer's share of EPF contribution is Rs. _____, total amounts to Rs. _____ paid on _____ through Establishment ID _____ & TRRN No. _____.
3. The Employee's share of ESI contribution for _____ number of employees is Rs. _____ and Employer's share of ESI contribution is Rs. _____, total Amounts to Rs. _____ paid on _____ through Employer's code _____ & Transaction number _____.
4. GST of Rs. _____ for the month of _____ 2024 has been remitted vide GSTIN number _____ & CPIN number _____ dated _____.
5. Pay slips have been issued to all the employees for the month of _____.
6. No money has been taken back / recovered from the deployed contractual staff, except the Statutory recoveries.
7. All statutory Labour Laws including Minimum Wages Act have been complied.
8. The outsourcing employees deployed are as per the reservation policy of Government of India.

Yours faithfully,

For M/s. _____

Authorized Signatory
With Stamp

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Q

H.T. 22/10

Q

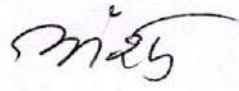
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QCBS Evaluation System:

Sr. No.	Particulars	Mark Breakup		Allocation of Marks		
				Min	Max	Actual
1.	Average annual turnover of the previous three financial years	6.62 cr to 10 cr	10	10	20	
		10 cr to 15 cr	15			
		Above 15 cr	20			
2.	Number of years of experience in relevant area of Govt./Semi-Govt./ Autonomous Bodies/ PSUs	2 to 5 years	15	15	25	
		5 to 10 years	20			
		>10 years	25			
3.	Total Experience of the firms	5 to 7 years	5	5	15	
		7 to 10 years	10			
		> 10 years	15			
4.	Present operational projects in the relevant field	2 to 3 contracts	10	10	20	
		4 to 5 contracts	15			
		> 5 contracts	20			
5.	Complaints addressing mechanism in human resource	Mechanism	10	5	10	
6.	Online presentation	Presentation	10	5	10	
	Total marks of evaluation	Maximum Marks	100			
		Qualifying Marks	50			

1. For average annual turnover marks evaluation: Bidder need to upload turnover certificate duly certified by CA for the year of 2021-22, 2022-23, 2023-24.
2. For evaluation of Point 2 mentioned above (Number of years of experience in relevant area of Govt./Semi-Govt./ Autonomous Bodies/ PSUs): Bidder need to update Performa A- Part I and upload relevant document for the same experience as per GeM condition of 'Past Project Experience'
3. For evaluation of Point 3 mentioned above (Total Experience of the firms): Bidder need to update Performa A-Part II and upload relevant document for the same experience as per GeM condition of 'Past Project Experience'
4. For evaluation of Point 4 mentioned above (Present operational projects in the relevant field): Bidder need to upload work contract with one invoice or certificate from principle employer regarding firm working as contract employer in relevant manpower field with filling Performa B attached in Bid document.
5. For evaluation of Point 5 mentioned above (Complaints addressing mechanism in human resource): Bidder need to upload Escalation Matrix as per GeM terms and conditions.
6. For evaluation of Point 6 mentioned above (Online presentation): All the bidders participated in bid will get same marks i.e. 5








Performa A – Part I

Name of the Principal Employer for which Relevant Manpower supplied	Whether the Principal Employer is a central Government or State Government or PSU or Semi-Govt	Nature of services provided i.e., Relevant Manpower services or others	Date of commencement of service	Date of completion of service	Amount in Rs.	Whether work order and satisfactory completion certificate enclosed

Note: Please provide the details of completed contract which satisfies the required eligibility criteria of minimum 3 years' experience. Uploading of documents other than the above may lead to disqualification

Performa A – Part II

Name of the Principal Employer for which Manpower supplied	Nature of services provided	Date of commencement of service	Date of completion of service	Amount in Rs.	Whether work order and satisfactory completion certificate enclosed

Note: Please provide the details of completed contract belong to any organization (Principal Employer) and any category for extra qualifying marks as per QCBS system.

Performa B (Present operational projects in the relevant field)

Name of the Organization for which Relevant Manpower is getting supplied	Whether the Organization is a central Government or State Government or PSU	Date of commencement of service	Amount in Rs	Whether work order and invoice/ certificate from employer enclosed

PRE CONTRACT INTEGRITY PACT

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made on.....day of(month & year) between ESIC Model Hospital, Jaipur, Rajasthan-302006, hereinafter referred to as "**The Employer/Buyer**" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the **First Part**.

And

M/s _____, a company/ firm/ individual (status of the company), constituted in accordance with the relevant law in the matter and having its registered office at _____ represented by Shri _____, hereinafter referred to as "**The Bidder/Contractor**" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the **Second Part**.

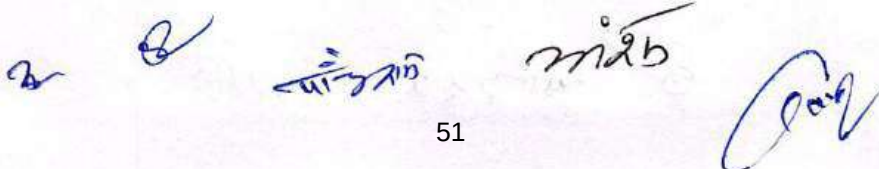
WHEREAS the Employer proposes to procure, under laid down organizational procedures, contract/s for _____ (Name of the work/ goods/ services) and the Bidder/Contractor is willing to offer against NIT No _____, aforesaid proposal of the Employer.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

Enabling the Employer/Buyer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the Bidder(s)/Contractor(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Employer/buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.



The parties here by agree to enter into this Integrity Pact & agree as follows:

1.0 Commitments of the Employer

- 1.1 The Employer undertakes that no official of the Employer, 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/Contractor, 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.
- 1.2 The Employer will, during the pre-contract stage, treat all the Bidders/Contractors alike, and will provide to all the Bidders/Contractors the same information and will not provide any such information to any particular Bidder/Contractor which could afford an advantage to that particular Bidder/Contractor in comparison to other Bidders/Contractors.
- 1.3 All the officials of the Employer will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the Bidder to the Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer or Independent External Monitor 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 Employer the proceedings under the contract would not be stalled.

2.0 Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :

- 2.1 The Bidder(s)/Contractor(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Employer, 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/completion of the contract.

2.4 The Bidder(s)/Contractor(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.6 The Bidder/Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

2.10 The Bidder(s)/Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

2.11 If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Employer, or alternatively, if any relative of an officer of the Employer has financial interest/stake in the Bidder(s)/Contractor(s) firm (excluding Public Ltd.

24 2 11/2023 53 12/2023 100%

Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

2.12 The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Employer.

2.13 The Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

In case of sub-contracting, the bidder/principal contractor shall take the responsibility of the adoption of IP by the sub-contractor.

3.0 Previous Transgression

3.1 The Bidder(s)/Contractor(s) 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 on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

3.2 The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from tender process or the contract, if already awarded can be terminated for such reason.

4.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

5.0 Sanctions for Violations

5.1 Any breach of the aforesaid provisions by the Bidder/Contractor or any one employed by it or acting on its behalf shall entitle the Employer to take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings" attached as Annex-A and initiate all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor.

However, the proceedings with the other Bidder(s)/Contractor(s) would continue.

- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Employer and the Employer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Contractor. The Bidder/Contractor shall be liable to pay compensation for any loss or damage to the Employer resulting from such cancellation/rescission and the Employer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor.
- (iv) To encash the Bank guarantee, in order to recover the dues if any by the Employer, along with interest as per the provision of contract.
- (v) To debar the Bidder/Contractor from participating in future bidding processes of DPSRU, as per provisions of "Guidelines on Banning of Business Dealings" of DPSRU (Annex-A), which may be further extended at the discretion of the Employer.
- (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s) to any middleman or agent or broker with a view to securing the contract.
- (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Employer with the Bidder/Contractor, the same shall not be opened/operated.
- (viii) Forfeiture of Performance Security in case of a decision by the Employer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The Employer will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (viii) of this Pact also on the Commission by the Bidder/Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

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[Signatures]

6.0 Independent External Monitor(s)

1. Sh. Vidya Bhushan Kumar, IFoS (Retd.), IEM
2. Dr. Sarat Kumar Acharya, Ex CMD (NLC), IEM

- 6.1 The Employer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission.
- 6.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement for which a complaint or issue is raised before them, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 6.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform Director General, ESIC HQ, Delhi/ Competent Authority, ESIC Model Hospital Jaipur (Employer) and request Employer to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations, these recommendations would be in the nature of advice would not be legally binding. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6.6 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all Project documentation of the Employer including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractor(s). The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/Subcontractor(s) with confidentiality.
- 6.7 The Employer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 6.8 The Monitor will submit a written report to the Director General, ESIC HQ, Delhi/ Competent Authority, ESIC Model Hospital Jaipur (Employer), within 8 to 10 weeks from the date of reference or intimation to him by the Employer/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 6.9 The word '**Monitor**' would include both singular and plural.

7.0 Facilitation of Investigation

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

8.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Employer, i.e. Jaipur. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

9.0 Other Legal Actions

9.1 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.

9.2 Changes and supplements as well as termination notice need to be made in writing.

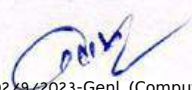
9.3 If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

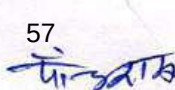
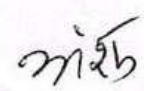
10.0 Validity

10.1 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 Employer and the Bidder/Contractor/Seller, including warranty period & Defect Liability period as the case may be, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.

11.0 The Parties hereby sign this Integrity Pact as part of the contract at _____ on _____ and parties concerned are bound by its provisions.



Employer	Bidder/ Contractor
Name of the Officer	(Authorised Person)
Designation	(Name of the Person)
	Designation
Place__	Place__
Date__	Date__
Witness1.____	Witness1.____
(Name and address)	(Name and address)
2.____	2.____
(Name and address)	(Name and address)

