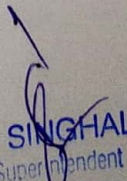


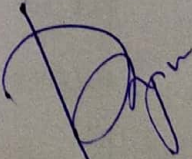
**RAJIV GANDHI SUPER SPECIALITY HOSPITAL**  
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**BID DOCUMENT**

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**1. INTRODUCTION**

Director, Rajiv Gandhi Super Specialty Hospital, Delhi invites e-tenders (Through GeM) under two bid systems (Technical & Financial bid) for engagement of Nursing Orderly at RGSSH round the clock (24\*7) (all days).

**Duration of Contract:**

The contract shall be initially for a period of One year from the date of commencement and is extendable further for a period up to another one year (on quarterly basis) with the mutual consent of both the parties subject to satisfactory performance.

**Disclaimer:** The Director, RGSSH, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender Document / Request for Proposal (“NIT” or “**BID DOCUMENT**”) or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the BID DOCUMENT and any assessment, assumption, statement or information contained therein or deemed to form part of this BID DOCUMENT or arising in any way for participation in this tender process.

**2. Table “A” : MANPOWER REQUIREMENT:**

a) The description of manpower requirement is given as under (Table A): -

S.no.	Category of manpower	Required Number	Monthly wages
1.	Nursing Orderly	173	As per prevailing minimum wages of unskilled manpower approved by GNCTD

\*

The number of Nursing Orderlies required may be decreased or increased as per the numbers of Nursing Orderly approved by Administrative Reform Department, GNCTD & Concurrence of Finance Department, GNCTD and it will be binding upon the agency.

b) Calculation details related to Minimum Wages, EMD, Performance Security, Annual turnover:

	Particulars	Rate per month/ Amount	Rate per day/ Amount
a	Rate as per the Labour department	17,494.00	673.00
b	ESI 3.25%	568.55	21.87
c	Bonus	1457.25	<b>56.06</b>
d	<b>Total (a+b+c)</b>	<b>19519.80</b>	<b>750.93</b>
e	GST 18%	3513.56	135.17
f	<b>Total with GST (d+e)</b>	<b>23033.36</b>	<b>886.10</b>

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g	Service Charge @ 3.85%	751.51	25.91
Total Amount (f+g)		23784.87	912.01
No. of Nursing orderly required		148	148
Total amount for one month		3520160.76	157778.00
<b>Total amount for 12 months / 01 year (Bid Value)</b>		<b>42241929.12</b>	
<b>Annual Turnover required (40% of the Bid value)</b>		<b>1,68,96,771.65</b>	
<b>EMD 2% of Bid value</b>		<b>8,44,838.56</b>	
<b>Performance Security</b>		<b>10% of Contract Value</b>	

**3. Table "B" REQUIRED QUALIFICATION/ EXPERIENCE (ETC.)**

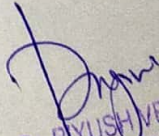
S. No.	Name of the Post	Age Limit	Qualification/Experience
1.	Nursing Orderly	18 years and above	1. Matriculation or equivalent from recognized Board. 2. Elementary knowledge of first Aid. 3. One year experience in handling and dressing wounds in 100 bedded Govt. approved / Registered Nursing Home / Private Hospital.

**4. JOB RESPONSIBILITY OF NURSING ORDERLY**

- 4.1 He/She will assist the patient in getting into or out of the bed.
- 4.2 He/She will assist in attending to the personal hygiene of patients washing and cleaning teeth, changing clothing, giving enema etc.
- 4.3 He/She will assist in preparing the patient for operation, Laboratory, X-Ray and other investigation.
- 4.4 He/She will transport patients to various departments in the hospital
- 4.5 He/She will help in feeding patients and giving drinking water to patients and washing utensils.
- 4.6 He/She will assist the nurse in handling and observation of patient and in simple basic nursing procedure.
- 4.7 He/She will assist the nurse or doctor in diagnostic and treatment procedure.
- 4.8 He/She will assist in collection and handling of pathological specimens.
- 4.9 He/She will assist the nurse in receiving supplies by running errands to other departments of the hospital and in caring messages to other departments and individuals in the hospital.
- 4.10 He/She will assist in making beds of patients.
- 4.11 He/She will assist the nurse in getting supplies from the laundry, disinfecting mattresses and dispatching dirty linen to the laundry.
- 4.12 He/She will clear and do dusting of beds, doors, windows and other furniture

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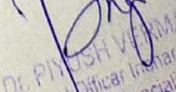
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- 4.13 He/She will assist in debugging and pest control of wards.
- 4.14 He/She will wash walls and doors in wards.
- 4.15 He/She will assist in sterilization of instruments, appliances and dressings and dressing of post-operative wounds.
- 4.16 He/She will render first aid to patients in case of emergency.
- 4.17 He/she will control the influx of patients to the doctor's room.
- 4.18 He/She will arrange the doctor's tables and examination table for the patients.
- 4.19 He/She will be responsible for the delivery of "dak" or any other material to the district headquarters/ to the central store and other such places as may be required under instructions from medical officer In-charge.
- 4.20 He/She will collect any other logistics from the district/ state HQ/ or any other place as instructed by the Medical Officer Incharge.
- 4.21 He/She will accompany the storekeeper and get the indents from the main store.
- 4.22 He/She will provide full cooperation to nursing staff by providing bedpan and urine pot to the patient.
- 4.23 He/She will perform duties of watchmen/ attendant at the dispensary as specified by the medical officer In-charge at the time of need.
- 4.24 He/She will do any other duty that may be assigned to him by concerned in-charge.

**5 GENERAL TERMS & CONDITION**

- 5.1 All the statutory charges like ESI, PF etc. will be payable as per rules.
- 5.2 The engagement on Outsource basis will be made as per Eligibility criteria mentioned above for the concerned position with regard to fulfilling of criteria, qualification and experience as stated above.
- 5.3 No outsourced employee being hired by the agency for RGSSH shall claim for regular/ contractual appointment by the RGSSH against any recruitment drive held by RGSSH. An undertaking to this effect on a stamp paper of Rs. 10/- needs to be submitted by the agency in each case of outsourced employee after award of contract.
- 5.4 Suitability assessment of proposed candidate shall be held at RGSSH and only those found suitable shall be allowed to work on outsource basis through the selected L-1 agency.
- 5.5 The duties and responsibilities of Outsource manpower will be as assigned by respective in-charges, commiserate to the qualification/ experience of the position.
- 5.6 The requirement of Nursing Orderly services for this hospital (as mentioned in Table-A) may increase or decrease; as per the number of Nursing Orderlies approved by Administrative Reform Department; GNCTD & Concurrence of Finance Department, GNCTD and it will be binding upon the agency.

  
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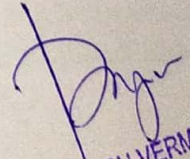


**6 ELIGIBILITY CONDITIONS FOR THE BIDDER**

**Following documents must be uploaded for technical evaluation:**

- 6.1 The bidder must have minimum (03) Three years' experience of providing Nursing Orderly Services to any 100 bedded Govt. Hospital/ Corporate Hospital/ Hospital owned by the autonomous bodies/ PSUs before the bid opening date. Copies of relevant document to be submitted along with bid in support of having supplied Nursing Orderly.
- 6.2 The Bidder must have successfully executed/ completed at least one single order of 80% of the Estimated Bid Value or 2 orders each of 50% of the Estimated Bid Value or 3 orders each of 40% of the Estimated Bid Value for similar service(s) in last three years to any Central/ State Govt. Organization/ PSU/ Public Listed Company. Copies of contracts/ work orders and documentary evidence of successful execution/ completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.
- 6.3 Average Annual turnover bidder of last three financial years 2020-21, 2021-22 & 2022-23 should be more than **Rs. 1,68,96,771.65** (40% of estimated bid value), Document duly certified by CA.
- 6.4 Audited Balance sheet, Audited income and Expenditure statement, Audited profit and Loss account and income Tax return of last three financial years 2020-21, 2021-22 & 2022-23.
- 6.5 Dedicated telephone number for service support
- 6.6 Self-attested Copy of ESI Registration
- 6.7 Self-attested Copy of PF Registration
- 6.8 Self-attested Copy of GST Registration
- 6.9 Self-attested Copy of PAN card
- 6.10 Bidder will submit a declaration as per **Annexure "B"** regarding understanding the terms and conditions and instructions of the tender and abide by all the laws applicable/ deployment of Nursing Orderly as per tender terms and conditions to be submitted by bidder along with technical bid.
- 6.11 Bidder will submit an undertaking as per **Annexure C"** regarding confirmation for acceptance of terms and conditions, submission of true and authentic information and that there is neither any vigilance/ CBI case or criminal court case pending against the firm nor the firm has been ever blacklisted by any Government or Private organization.

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**7 PERFORMANCE GUARANTEE**

Successful Bidder should submit performance guarantee Ten Percent (10%) of the contract value with validity period of 30 months from the date of execution of contract. The performance guarantee should submit in PBG/ FD in the name of "Rajiv Gandhi Super Specialty Hospital" as per **Annexure –E** (Reference clause-V).

No interest will be accrued and paid on the Performance Security Deposit.

This amount will be refunded after satisfactory fulfillment of the contract and all accounts thereafter are 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.

**8 EARNEST MONEY DEPOSIT (EMD)**

All Bidders should submit **EMD 2% of the contract value i.e. Rs 8,44,839/-** in the form of PBG/ FD in favor of "Rajiv Gandhi Super Specialty Hospital" as per Annexure-A. EMD will be returned within thirty days of selection of L1/ Opening of financial bidding.

EMD exemption will be given to MSME/ startup etc. as per applicable rule, after submission of desired certificate of service. (**As per the NIC coding of Human Resource Management, the digit code is 7830.**)

EMD can be forfeited;

- (i) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material or respect.
- (ii) If the successful bidder fails to accept the contract within the time period as mentioned in the contract letter.

**All other criteria which are not mentioned above will be applicable as per GeM terms and conditions.**

**9 INSTRUCTIONS TO THE BIDDERS:**

- 9.1 The e-tenders are being invited for supply of Nursing Orderly services through GeM. All the instructions of GeM bidding are applicable. **However, if there is any contradiction between terms and condition of GeM and as mentioned in this document; then the terms and condition of this document shall be applicable for the bid. Tender must be submitted through GeM only.**
- 9.2 The bid received in physical mode shall not be considered at all.
- 9.3 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.

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- 9.4 Any attempt to negotiate directly or indirectly on the part of the Bidder with authority competent to finally accept the Tender or influence the acceptance of the tender by any means will result in his tender being excluded from consideration.
- 9.5 Conditional tender, illegible and ambiguous tender, partially filled tender, incomplete tender and tender without enclosing aforementioned documents will summarily be rejected.
- 9.6 The Hospital reserves the right to accept or reject any bid without assigning any reason at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for Hospital's action.
- 9.7 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.
- 9.8 **SERVICE CHARGES:** In order to follow the directions vide OM No. F.6/1/2023/PPD dated 06.01.2023, the Services charges quoted by any of the participant bidder should not be less than 3.85%.
- 9.9 The bidder shall not, in any condition, engage any sub-contractor or transfer the work to any other person, if found otherwise, the contract will be cancelled immediately at the cost and expense of the contractor.

**10 COMMENCEMENT & EXECUTION OF CONTRACT:**

- 10.1 The Hospital notifies the successful bidder and award work order on GeM.
- 10.2 The successful bidder shall acknowledge the same and will revert with the Letter of Acceptance of the work order immediately.
- 10.3 The successful bidder shall arrange the Performance Security in accordance with the Clause 7 of the Terms and Conditions of the Bid document.
- 10.4 The successful bidder shall prepare a list of the workers to be deployed, with their details of Position, ESI (if applicable), EPF (if applicable), Bank Account number, Aadhar No., Status of Police Verification, 03 passport size photographs, to be produced at the time of execution of contract before the Office nominated by the Director, RGSSH, before employing. The agency shall be fully responsible for ensuring correctness of the documents submitted by the persons for engagement against various posts.
- 10.5 Successful bidder shall execute the contract on non-judicial stamp paper of requisite Denomination (Rs.100/-) within 15 days of issue of work order for commencement of contract. Non-fulfillment of the condition of executing a contract by the Contractor would constitute sufficient ground for annulment of the award and forfeiture of Earnest Money.
- 10.6 The successful bidder shall produce the certificate of License under Contract Labor Regulation and Abolition Act, 1970, within a period of one month from the date of commencement of the contract.

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**11 DURATION AND CESSATION OF CONTRACT:**

- 11.1 The contract will be for one year from the commencement of the contract subject to continuous satisfactory performance and on failure on this aspect by the contractor, Director, RGSSH reserves the right to terminate the contract by giving one-month notice.
- 11.2 **This initial period of contract is one year which may be extended for another one year on mutual consent of both the parties with the existing service charges and terms and condition subject to satisfactory performance.**
- 11.3 The payment will be made as per minimum wages act stated in tender document for the period of contract including any extended period and not subject to variation on any account except in cases of statutory payments (ESI, PF, GST etc.) which will be considered by the Competent authority to the extent of actual, on submission of claim with documentary proof accompanied by the relevant Govt. Notification/Orders.
- 11.4 The Amount to be deducted towards the advance income tax and TDS on GST shall be at the rate applicable.
- 11.5 **The Hospital authority in the event of any increase-decrease in the requirement of Nursing Orderly services may direct the contractor accordingly and the contractor is bound to provide outsourced personnel, as per the changed requirement or on joining of regular incumbents as the case may be and he shall be paid for actual number deployed.**
- 11.6 **In compliance to cabinet decision no 2649 the new contractor shall accommodate atleast 80% of new strength from existing manpower.**
- 11.7 In case of breach of any term and condition of the contract. Director, RGSSH reserves the right to forfeit the Performance Security deposited for Nursing Orderly manpower hiring apart from annulment of the contract, in whole or in part, at any time by giving one-month notice.
- 11.8 **The Authority/ Hospital/ Department may terminate this Contract in whole or in part by giving the Contractor a prior and written notice of one month indicating its intention to terminate the Contract for any reasons whatsoever but not limited to following circumstances only:**
- (i) Where the Authority/ Hospital/ Department is of the opinion that there has been such event of default on the part of the Contractor/Contractor's team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Contractor to respect any of its commitments with regard to any part of its obligations under this Contract.
  - (ii) Where it comes to the Authority/ Hospital/ Department's attention that the Contractor is in a position of actual conflict of interest with the interests of the

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Authority/ Hospital/ Department, in relation to any of the terms under this Contract.

- (iii) Where it comes to the Authority / Hospital / Department's attention that the contractor furnished incorrect or false information at any time.
- (iv) Termination by default: The following deficiencies in performance of contract shall constitute event of default by contractor and shall make him liable for termination of contract.
- 11.9 Where the contractor has failed to submit any of the statutory documents related to EPF, ESI, Service tax, Biometric attendance sheet or any other document required to be submitted by contractor as per contract agreement for three months in a row.
- 11.10 Where the contractor gives a notice of withdrawal of services with less than three months' notice period. Non-disbursal of wages for a continuous period of two months.
- 11.11 **CONSEQUENCE OF TERMINATION BY DEFAULT: In case of termination of contract by default in any of the above situations the contract shall be terminated by the hospital along with forfeiture of performance security and debarment / blacklisting for a period upto 02 (Two) years. Any such termination shall have a notice period of at least one month during which the Contractor shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Department shall either appoint an alternative agency or create its own infrastructure to operate such Services as are provided under the Contract.**
- 11.12 The notice of termination shall specify that termination is for the Hospital's convenience, the extent to which performance of the Supplier under the contract is terminated and the date upon which such termination becomes effective.

**12 STATUTORY COMPLIANCE: -**

- 12.1 The contractor shall furnish copies of periodical returns as and when they are submitted or due to the various Government Departments.
- 12.2 The contractor shall be responsible for the registration under the Contract Labour (Regulation and Abolition) Act, 1970 in respect of employees/workers engaged by them.
- 12.3 Contractor shall make compliance to the provisions of all Labour Laws applicable.
- 12.4 The Contractor at all times must indemnify RGSSH against all claims, damages or compensation under all statutory laws and rules prevailing time to time which, inter alia, include the provisions of Contract labor (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;

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Employees Provident Fund and Miscellaneous Provisions Act. 1952, Bonus Act or any other law relating thereto and rules made hereunder from time to time.  
**RGSSH WILL NOT OWN ANY RESPONSIBILITY IN THIS REGARD.**

**13 INSTRUCTIONS REGARDING PERSONNEL DEPLOYED: -**

- 13.1 The Nursing Orderly services supplied by agency would be engaged at RGSSH only.
- 13.2 The list of Nursing Orderly services will be submitted by the agency together with names/ address of the employees including those on leave reserve to the hospital authorities with their bio data, qualification, experience certificate, age and caste certificate etc. for verification by concerned authority/online verification.
- 13.3 The agency should ensure to maintain adequate number of manpower and also arrange a pool of standby Nursing Orderly. In case any Nursing Orderly is found absent from the duty, the reliever of equal status shall be provided by the Contractor from an existing pool of Nursing Orderly.
- 13.4 The agency shall ensure to get the Police verification for all the Nursing Orderly employed by them and the contractor should ensure that the Nursing Orderly services deputed should bear good moral character. The Contractor shall engage only such Nursing Orderly services, whose antecedents have been thoroughly verified, including character and police verification and other formalities, before employing to take permission and verification of original documents.
- 13.5 The contractor shall provide Nursing Orderly services as per the eligibility criteria and submit their credentials like police verification, Aadhar Card, ESI card, EPF number (PAN number) to the Officer nominated by the Director, RGSSH before deployment. No deployment of any Nursing Orderly will be made without verification and permission by hospital authorities. The agency shall be fully responsible for ensuring the authenticity/correctness of the documents submitted by the personnel for engagement against various positions.
- 13.6 All the Nursing Orderly deployed by the agency shall be paid monthly Wages calculated strictly as per verified biometric attendance marked by them once started.
- 13.7 The Nursing Orderly deployed by the agency shall have to perform rotational duties in one shift or sometimes multiple shifts for round the clock duty on all days (24 X 7) including Sundays and Holidays as per direction of competent authority of the Hospital. The timing of single shift duties shall be 8 hours or as specified by the Hospital Authority.
- 13.8 The agency shall appoint one person as supervisor in each shift for monitoring out sourced staff provided by agency with no additional cost.
- 13.9 All the grievances and payment related issues of the Nursing Orderly deployed shall

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- be addressed by the agency only. No grievance shall be addressed to any of the Officer of RGSSH, Delhi.
- 13.10 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 Delhi Govt. The Contractor shall be fully responsible for the conduct of his staff. Such person with delinquency during the performance of duty will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately.
- 13.11 The Hospital shall have the right to ask for the removal/ replacement of any Nursing Orderly of the agency, so deployed, who is not considered to be in order in discharge of his/her duties or consequent of poor performance of deployed manpower. The replacement has to be provided within 48 hours of request.
- 13.12 The staff shall wear proper dress (shall be provided by agency) with their identity properly displayed which shall be provided by Agency at its own cost.
- 13.13 Any personnel engaged by the agency, if found indulging in illegal activities liable to be handed over to the police and/or any punitive action deemed fit will be taken against the agency.
- 13.14 The contractor/agency will not allow or permit his/their employees to participate in any trade union activities or agitation in the premises of the hospital. In case of any legal implications arising during the contract, Agency will be solely responsible and shall bear all the expenses to settle up the dispute.
- 13.15 The agency will be required to ensure that the outsourced personnel deployed by them, come in the uniform and Washing & maintenance of these Uniforms will not be borne by RGSS Hospital, Delhi.
- 13.16 The Contractor or its representatives shall meet the competent Authority of RGSSH, Delhi, at least weekly to take feedback regarding the Nursing Orderly Personnel provided by them. The Contractor may also maintain a suggestion book for comments on the services rendered by it. The action taken reported on feedback/suggestion will be submitted within three days by agency.

**14 WORKMEN SAFETY:**

- 14.1 The Contractor shall deploy only such adult workers who are physically and mentally fit and their age as per eligibility referred in tender document.
- 14.2 The service provider shall ensure the Health and Safety measures of the employees and it shall alone be fully responsible for well-being, safety and Nursing Orderly and insurance of their personnel.
- 14.3 The Hospital shall not be liable for any damage and/or compensation payable to any worker of contractor or to contractor in case of any fatal injury/ death caused to or by Nursing Orderly any while performing/ discharging their duties or otherwise. The

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Tahirpur, Delhi-110093

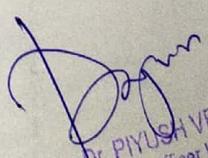
contractor shall indemnify RGSSH for all such damages, compensation and expenses whatever in respect thereof or in relation there to.

**15. PAYMENT PROCEDURE**

- 15.1 Based on the biometric and other verifiable attendance system installed by the agency and verified by the authorized officers/officials of the Hospital, Agency shall disburse the monthly remuneration directly into Bank Account through RTGS/ NEFT of its employees by 7<sup>th</sup> of next month positively. The contractor shall pay the remuneration to the Outsource employees on or before 7<sup>th</sup> of every month irrespective of the date of payment of the current bill by RGSSH. There must be no deviation whatsoever in this regard. Payment should not be linked to the payment of the bills by Hospital.
- 15.2 Upon payment of the salary/ wages, the Agency will have to submit the bill in triplicate, complete in all respects. Endeavor shall be made to make the payment to the agency within 30 days from the date of submission of the bill completed in all aspect.
- 15.3 While submitting the bill for the month the agency must enclose the following documents: -
- (i) Details of payment of wages credited to their Bank Account of workers along with RTGS/ NEFT transaction number and details of deduction and payment in respect of ESI/ EPF, **wherever applicable** along with attendance verified by authorized person of the Hospital. The agency shall highlight transaction in respect of each worker deployed and will also assign them serial numbers in accordance with the serial numbers mentioned in the bank statement.
  - (ii) Proof of payment of ESI contribution employee wise along with challan.
  - (iii) Proof of payment of EPF contribution employee wise along with challan.
  - (iv) Details of GST payments of the last month/cycle along with Challan.
  - (v) A certificate that he is complying with all the applicable Statutory Labor Laws.
  - (vi) Computerized printout of Biometric or other verifiable Attendance Sheet duly verified by authorized person of RGSS Hospital in respect of the persons deployed for the billing month along with salary sheet for the billing month.
- 15.4 All the payment to the workers to be made by the agency through bank transactions only (RTGS/ NEFT). Cash or any other mode of payment shall be treated at par with nonpayment of wages.
- 15.5 The contractor shall maintain such other records as per scope of work or any work prescribed by RGSS Hospital from time to time.

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**Dr. GAURAV SINGHAL**  
Deputy Medical Superintendent  
Rajiv Gandhi Super Speciality Hospital  
Tahirpur Delhi-110093

  
**Dr. PIYUSH VERMA**  
Medical Officer Incharge  
Rajiv Gandhi Super Speciality Hospital  
Tahirpur, New Delhi




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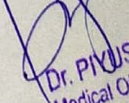
**16. PENALTY CLASUE**

16.1 If the attendance falls short of contracted minimum number of persons penalty (typically 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 under any circumstances in order to ensure that there is no compromise in the delivery of the essential Nursing Orderly.

16.2 If agency/contractor fails in following process, then penalty shall be levied as per details mentioned below:

S. No.	Process	Service Level Specifications	Penalty
1.	Providing requisite number of Hospital Nursing Orderly.	The contractor will provide requisite number of Nursing Orderly as per demand on working days and holidays/non-working days.	Rs.600/- for every number of Nursing Orderly either not reporting or found absent during the shift duty.
2.	Hospital Nursing Orderly to report in uniform.	Approved uniform design with the Identity card bearing EPF No. of employee.	Rs.500/- for every number of Hospital Nursing Orderly not reporting for duty in prescribed uniform.
3.	Misconduct/ misbehavior/ Indiscipline by the Nursing Orderly	i) Hospital Nursing Orderly should be courteous to the patients/hospital staffs and disciplined. ii) They should not smoke and spit on the walls/floors etc.	Rs.100/- for every instance.
4.	Payment of wages through ECS by 7 <sup>th</sup> day of the succeeding month.	The Contractor shall disburse the remuneration to the bank accounts of individual Hospital Nursing Orderly in time. The Contractor will make payment of wages to the workers by 7 <sup>th</sup> day of every month	Failure to disburse wage through ECS will invite penalty at the rate of Rs. 100/- for each employee per day not paid monthly remuneration timely through ECS.
6.	Submission of monthly bill of reimbursement.	The Contractor will raise the monthly bill by 7 <sup>th</sup> day of every month.	Failure to submit the monthly bills in time will invite penalty of Rs.5000/- per day of delay.

  
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7.	Biometric Attendance System	The contractor shall install biometric system before commencement of services in the hospital for recording the attendance.	Penalty of Rs.500/- for every day of delay.
8.	Providing biometric attendance to the hospital administration	The contractor shall submit hard copy of the record of shift wise biometric attendance by 10 am for all the shift duties of the previous day.	Penalty of Rs.500/- for every day of delay or part thereof.
9.	For any other breach, violation or contravention of terms & condition.	Report of the Officer In charge	Penalty of Rs.1000- per instance
10.	Unsatisfactorily Monthly Performance	Committee Report	If, adverse report found Rs.5,000/- per instance.
11.	Unsatisfactorily service for consistently for period of 2 or more month	Report of concerned Officer/Committee	5% of Annual contract value.
12.	Unsatisfactorily service for consistently for period of 3 or more month	Report of concerned Officer/ Committee	Termination of Contract.

**17. RISK CLAUSE**

17.1 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 RGSS Hospital and shall not knowingly lend to any person or company any of the effects or assets of RGSSH, Delhi under its control.

17.2 In the event of loss/damage of equipment's etc. at the premises of hospital due to negligence/carelessness of Nursing Orderly staff, the Contractor shall compensate the loss to RGSSH apart from removal of the responsible person.


17.3 The agency shall not sublet or subcontract this Nursing Orderly service/work to any other party in any circumstances, before or after the execution of contract.

**18. DISPUTE SETTLEMENT**

18.1 In case of any dispute and difference of opinion arising out of this contract, both parties shall try to resolve the same amicably by mutual consultation duly recorded.

18.2 All the disputes will be subject to the jurisdiction of Court situated at Delhi only.

  
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Tahirpur, New Delhi

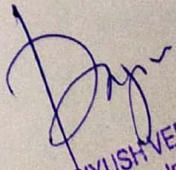


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**CHECKLIST: -List of documents to be uploaded GeM by Bidder: -**

1. Experience certificate as mentioned in Clause 6.1.
2. Work completion certificate as per Clause 6.2.
3. Average Annual Turnover certificate as per Clause 6.3.
4. Audited Balance sheet, Audited income and Expenditure statement, Audited profit and Loss account and income Tax return of last three financial years 2020-21, 2021-22 & 2022-23 as per Clause 6.4.
5. Copy of ESI Registration as per Clause 6.6.
6. Copy of PF Registration as per Clause 6.7.
7. Copy of GST Registration as per Clause 6.8.
8. Copy of PAN Card as per Clause 6.9.
9. EMD Submission certificate as per Annexure A
10. Undertaking as per Annexure B.
11. Undertaking as per Annexure C.

  
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Tahirpur, New Delhi



ANNEXURE-A

UNDER TAKING ON NON-JUDICIAL STAMP PAPER

BID SECURITY / EMD (On Bidder's Letter Head)

With reference to your Bid dated \_\_\_\_\_ vide Bid ID

\_\_\_\_\_ son/daughter of Shri \_\_\_\_\_

R/o \_\_\_\_\_

proprietor/ partner/ director/ authorized signatory of M/s \_\_\_\_\_

(Name of the Firm) do hereby submit this BID Security/ EMD vide FDR/Bank Guarantee /DD as per details:

(Bank Name with address/Branch/Account Number/IFSC Code) \_\_\_\_\_

dated \_\_\_\_\_

Amount \_\_\_\_\_ (in words) in favor of

..... OR EMD exemption certificate of desired category submitted.

Further that if I withdraw or modify my bid(s) during the period of validity or if I am awarded the contract and fail to sign the contract or to submit a Performance Security before the deadline defined in the RFP document, I shall be blacklisted for a period of 2 years from participating in any tender of Government of NCT of Delhi, besides forfeiture of EMD/ Performance Security.

I also understand that in case I am awarded the work/contract and I withdraw my bid, I shall additionally be liable to pay for the damages in the form of alternate arrangement for paramedical manpower made hospital for the first six months of the issue of the contract letter after acceptance of my bid by the department.

Signature

Name of the Proprietor/ Partner/ Authorised Signatory of bidder

With Firm's rubber stamp

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Dr. GAURAV SINGHAL  
Deputy Medical Superintendent  
Rajiv Gandhi Super Speciality Hospital  
Tahirpur Delhi-110093

Dr. PIYUSH VERMA  
Medical Officer Incharge  
Rajiv Gandhi Super Speciality Hospital  
Tahirpur, New Delhi



**DECLARATION**

(To be typed on a letter head of outsource agency)

To,  
The Director  
Rajiv Gandhi Super Specialty Hospital  
Delhi.

Subject: Tender for providing Nursing Orderly.

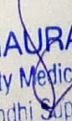
Sir,

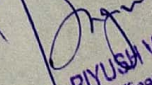
1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/ We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I/We abide by the provisions of Wages as defined in tender document, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Act, and Bonus Act etc. wherever applicable and any other charges applicable from time to time. I / We will pay the wages to the personnel deployed as per central government Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I / We shall provide Nursing Orderly Personnel through Nursing Orderly Personnel as per the terms and conditions of the Tender.
5. I undertake not to charge any money/fees/penalties in whatever manner, name, or form or take any monetary/ non-monetary consideration or make any unlawful deduction from its manpower/ employees/ resources engaged by it and; to be deployed at buyer side. I agree that I will not indulge in any unethical practices & acknowledge that any non-compliance of the other said undertaking will be treated as breach contract.
6. 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 besides liabilities towards prosecution under appropriate law

Date:

(Signature of the Bidder/Authorized Signatory)  
Company seal

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Dr. GAURAV SINGHAL  
Deputy Medical Superintendent  
Rajiv Gandhi Super Speciality Hospital  
Tahirpur Delhi-110093

  
Dr. PIYUSH VERMA  
Medical Officer Incharge  
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Tahirpur, New Delhi



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ANNEXURE-C

**UNDERTAKING REGARDING CRIMINAL LIABILITY**

NOTE: Undertaking must be submitted only on a non-judicial stamp paper of Rs. 100 /- (Rs. **One Hundred only**).

I, \_\_\_\_\_ S/o \_\_\_\_\_ Resident of \_\_\_\_\_ do solemnly pledge and affirm.

1. That I am the proprietor /partner/authorized signatory of M/s \_\_\_\_\_.
2. That the above said firm has not been declared defaulter by any government agency and that no case pertaining to violation of Income Tax Act, GST, Service Tax/ Labour Laws is pending against the agency or are pending as per details below.
3. That no case of any nature i.e., CBI/ Income Tax/ Sales Tax is pending against my firm or are pending as per details below.
4. That NO criminal case is pending against the above said firm or are pending as per details below.
5. The firm has not been convicted till the date of bidding.
6. The firm is not bankrupt or has not filed for bankruptcy.
7. That above said firm has not been black-listed/ debarred by any government department from participating in tendering process anytime during the last three years and such blacklisting/ debarment is not subsisting as on the date of submission of bid.
8. If the firm gets convicted by the court of law after the date of bidding, it would be intimated to the Authority.

**DEPONENT**

**Verification**

Verified at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ that the contents mentioned above are correct and true to the best of my knowledge and nothing has been concealed there from.

**DEPONENT**

Dated:

Signature of the Tenderer  
Rubber Stamp of Tenderer

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**Dr. GAURAV SINGHAL**  
Deputy Medical Superintendent  
Rajiv Gandhi Super Speciality Hospital  
Tahirpur Delhi-110093

**Dr. PIYUSH VERMA**  
Medical Officer Incharge  
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**RAJIV GANDHI SUPER SPECIALITY HOSPITAL**  
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ANNEXURE - D

**PROFORMA FOR PERFORMANCE SECURITY/BANK GUARANTEE FOR  
OUTSOURCED MANPOWER SERVICES IN RGSSH**

To,  
Director,  
Rajiv Gandhi Super Speciality Hospital  
Tahirpur, Delhi-110093

WHEREAS.....(Name and address of the Service Provider)(Hereinafter called "the service provider" has undertaken, in pursuance of contract No.....dated.....(herein after "the contract") to provide specific Paramedical Manpower.

AND WHEREAS it has been stipulated by you in the said contract that the service provider shall furnish you with a bank guarantee by a scheduled nationalized bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give such a bank guarantee on behalf of the service provider;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the service provider, up to a total of ..... (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the service provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the service provider before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the service provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

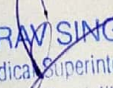
This guarantee shall be valid up to 30 Months with w.e.f date of award of contract.

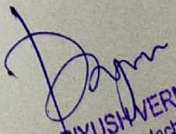
.....  
(Signature with date of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch.

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**Dr. GAURAV SINGHAL**  
Deputy Medical Superintendent  
Rajiv Gandhi Super Speciality Hospital  
Tahirpur, Delhi-110093

  
**Dr. PIYUSH VERMA**  
Medical Officer Incharge  
Rajiv Gandhi Super Speciality Hospital  
Tahirpur, New Delhi.





Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/4372137  
Dated/दिनांक : 20-12-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-12-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-12-2023 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Delhi
Department Name/विभाग का नाम	Health And Family Welfare Department Delhi
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	East Delhi
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; Healthcare; Nursing Orderly
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	169 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes



**Bid Details/बिड विवरण**

<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	42241929
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	844839

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	30

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

**Beneficiary/लाभार्थी :**

Society



Tahirpur, Delhi  
(Rajiv Gandhi Super Speciality Hospital)

### Splitting/विभाजन

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

### MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. 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.
4. 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 / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. 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.
6. 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.

### Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

**The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for**



each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:As per NIT document

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:As per NIT document

Geographic Presence: Office registration certificate:Delhi

Scope of work & Job description:[1703066372.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1703066917.pdf](#)

### Manpower Outsourcing Services - Minimum Wage - Unskilled; Healthcare; Nursing Orderly ( 148 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Healthcare
List of Profiles	Nursing Orderly
Educational Qualification	High School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	As per ATC
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 1	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी



S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Akashdeep Kumar	110093,Rajiv Gandhi Super Specialty Hospital Tahirpur	148	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 673</li> <li>• Bonus (INR per day) : 56.06</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 21.87</li> <li>• Provident Fund (INR per day) : 0</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

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

### 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. Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.

### 3. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

### 4. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

## 5. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

## 6. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## 7. **Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

## 8. **Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

## 9. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

## 10. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Rajiv Gandhi Super Speciality Hospital

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

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

Buyer Added text based ATC clauses

Applicable bonus shall be payable according to the orders issued by the Labour Department, Govt. of NCT of Delhi.

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

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



### 13. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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

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

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

---Thank You/धन्यवाद---