



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2025/B/6195573  
Dated/दिनांक : 22-05-2025

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	05-06-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	05-06-2025 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Labour And Employment
Department Name/विभाग का नाम	Employees State Insurance Corporation
Organisation Name/संगठन का नाम	Employees State Insurance Corporation
Office Name/कार्यालय का नाम	Esic Super Speciality Hospital
क्रैता ईमेल/Buyer Email	m.srinivas@esic.gov.in
Item Category/मद केटेगरी	Monthly Ambulance Service (All Inclusive) - All inclusive service; Type C Basic Life Support Ambulance; Single Stretcher Regular Van; No preference , Monthly Ambulance Service (All Inclusive) - All inclusive service; Type D Advance Life Support Ambulance; Single Stretcher Regular Van; No preference
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)	15 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

<b>Bid Details/बिड विवरण</b>	
<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) *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>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<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>	2856000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज़ ब्रेकअप आवश्यक है</b>	Yes
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	No

#### **EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	57120

#### **ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	15

(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 :**

Dean

ESIC Super Speciality Hospital, Employees State Insurance Corporation, Employees State Insurance Corporation, Ministry of Labour and Employment  
(Dr Shirishkumar G Chavan)

**MII Compliance/एमआईआई अनुपालन**

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. 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.
5. 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.
6. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the

order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

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

**Fleet of owned ambulances with Service Provider:4**

**Number of drivers on payroll of Service Provider:7**

**Minimum years (up to 5 years) of experience in related field:3**

**Number (up to 100%) of ambulances demanded should have been provided in a single contract to a government agency in the past three years:2**

**Number (up to 100%) of ambulances demanded should have been provided in the past 1 year to government agencies:2**

**Geographic Presence in States:**Telangana (Hyderabad)

**Compliance with Motor Vehicle Act, Labour Laws, AIS-125:**The ambulance vehicle should have all relevant and valid documents from the statutory authorities in continuous compliance of the statutory requirement

**Pre Bid Detail(s)**

Pre-Bid Date and Time	Pre-Bid Venue
29-05-2025 11:00:00	Conference Hall, II Floor, Admin Block, ESIC Super Speciality Hospital, Sanathnagar, Hyderabad 500038

**Monthly Ambulance Service (All Inclusive) - All Inclusive Service; Type C Basic Life Support Ambulance; Single Stretcher Regular Van; No Preference ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Procurement Model	All inclusive service
Ambulance Type	Type C Basic Life Support Ambulance
Ambulance Model	Single Stretcher Regular Van
Model Variants	No preference
Air Conditioning Requirement	AC
Usage Variant per month	1500 km
Duty days in a month	All days including holidays
Year of Vehicle Model	2023
Km travelled	Up to 25,000 KM
Fuel Type	No Preference

Specification	Values
<b>Addon(s)/एडऑन</b>	
GPRS Tracking	Yes
Consumables & Medical Supplies	NA
<b>Additional Details/अतिरिक्त विवरण</b>	
Location Address	ESIC Super Speciality Hospital, Sanathnagar, Hyderabad
zipcode	500038

**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 Ambulances Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Madireddy Srinivasu	500038,ESIC SS Hospital,Sanath nagar,	1	<ul style="list-style-type: none"> <li>Enter number of ambulances for GPRS : 1</li> <li>Number of Months during Contract Period for which service is required : 12</li> </ul>

**Monthly Ambulance Service (All Inclusive) - All Inclusive Service; Type D Advance Life Support Ambulance; Single Stretcher Regular Van; No Preference ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Procurement Model	All inclusive service
Ambulance Type	Type D Advance Life Support Ambulance
Ambulance Model	Single Stretcher Regular Van
Model Variants	No preference
Air Conditioning Requirement	AC
Usage Variant per month	1500 km
Duty days in a month	All days including holidays

Specification	Values
Year of Vehicle Model	2023
Km travelled	Up to 25,000 KM
Fuel Type	No Preference
<b>Addon(s)/एडऑन</b>	
GPRS Tracking	Yes
Consumables & Medical Supplies	NA
<b>Additional Details/अतिरिक्त विवरण</b>	
Location Address	ESIC Super Speciality Hospital, Sanathnagar, Hyderabad
zipcode	500038

#### 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 Ambulances Required	Additional Requirement/अतिरिक्त आवश्यकता
1	Madireddy Srinivasu	500038,ESIC SS Hospital,Sanath nagar,	1	<ul style="list-style-type: none"> <li>Enter number of ambulances for GPRS : 1</li> <li>Number of Months during Contract Period for which service is required : 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. Generic

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior

written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

**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. Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

ESIC Savings Fund Account No;1  
payable at  
Hyderabad

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

**8. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

ESIC Savings Fund Account No;1  
payable at  
Hyderabad

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

**9. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Buyer added bid specific ATC**

**I. CHECK LIST of documents to be uploaded**

Please upload the documents in support of the following:

1. Minimum average annual turnover of 15 lakhs in the last three years i.e., 2021-2022, 2022-2023, 2023-2024.
2. Past experience of atleast 3 years of providing ambulances to a 100 bedded hospital.
3. Past Experience of Similar Services: (The Bidder must have successfully executed at least one 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 i.e., 2021-2022, 2022-2023, 2023-2024.
4. The bidder should own atleast four ambulances.
5. The bidder should have atleast seven drivers on payroll. The list of drivers to be enclosed.
6. The bidder should have provided atleast two ambulances in a single contract to a government agency in the past three years i.e., 2021-2022, 2022-2023, 2023-2024.
7. The bidder should have a permanent place of business at Hyderabad/Secunderabad.
8. Proof of owning the ambulance vehicle (Registration certificates of the vehicles).
9. Valid road permit for State (Telangana) with the period of contract.
10. Road Tax Clearance/ payment receipts (paid upto date).
11. Pollution Control Certificate.
12. Comprehensive Insurance Certificate.
13. Fitness Certificate for road worthiness from the statutory authorities.
14. Driving Licences of Drivers.
15. BIDDER/OEM must provide Escalation Matrix & Dedicated/toll Free Telephone No. for Service Support.
16. The bidder should not have blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/ Regulatory Authority of India at the time of submission of this bid.

If the bidder is exempted from any of the above, please upload the relevant document in support of the exemption.

## II. WORK SPECIFICATIONS

1. The ambulance vehicle shall be made available at ESIC SUPER SPECIALITY HOSPITAL, Sanathnagar round the clock on all days including holidays / all working days. 3 drivers to be provided in shift basis per 24 hrs to cover 3 shifts for each ambulance.
2. The ambulance shall carry patients and attendants accompanying the patients as per the orders of Medical Officers or authorized staff as shall be specified by Medical Officer incharge.
3. The drivers shall maintain a separate log-book. It is the responsibility of the drivers to ensure that the log-book is completed after each trip and signed by the Medical Officers ordering the movement of the ambulance.
4. The contractor shall give his landline telephone and mobile phone contact number(s) and name and address of the person to be contacted.
5. The vehicle must not carry any person other than the person authorized by the Medical Officer ordering the movement of the ambulance.
6. The contractor may require to station the ambulances at any place other than the hospital premises if instructed by the competent authority.
7. Contractor shall carry out work directly. Contractor is not allowed to carry out whole or part of the work through sub-contract/s.

III. **CONTINGENCY ARRANGEMENTS:** The Contractor should have contingency arrangements to meet events that may cause disruption in service like absenteeism, ambulance break down /accident/ bandh / strike call etc.

#### IV. DOCUMENTS

The ambulance vehicle should have all relevant and valid documents from the statutory authorities in continuous compliance of the statutory requirements including

- a) RC Book, Ambulance Registration.
- b) Valid Road Permit as to ply as a hired ambulance throughout the State of Telangana.
- c) Fitness Certificate for the road worthiness.
- d) Road Tax Clearance.
- e) Pollution Control Certificate.
- f) Vehicles insurance certificates.

Any other requirement stipulated by the statutory authorities from time to time.

All the above documents shall remain in the ambulance vehicle at all times.

The ambulance vehicle should carry sufficient fuel at all times for minimum 24 hrs running.

The ambulance vehicle must have a set of standard tools, essential spares, Accessories and a Spare tyre in good condition and available in the vehicle as required for attending breakdown immediately.

#### V. DRIVERS:

1. The drivers should have valid professional driving licence as per relevant Motor Vehicle Act and always carry the same while on the move.
2. The drivers should have experience of at least three years in driving ambulance.
3. The driver should be literate.
4. The driver should have thorough knowledge of the routes and road, location of the Hyderabad / Secunderabad city area.
5. The drivers should possess good health, good manners and good character.
6. The driver should wear suitable clean labelled uniform.
7. The drivers will not be allowed to perform duty, if found to be under influence of alcohol or other intoxication substances. Drivers should be conversant with basic first aid procedures.
8. The drivers should not be in the habit of negligent / rash driving.
9. The drivers shall carry a mobile phone to be provided by the Contractor at all times while on duty for communication.
10. The drivers shall assist in shifting the patient on stretcher etc.
11. ESI, EPF and other statutory requirements in respect of the drivers is the responsibility of the contractor.
12. At the beginning of the contract, Contractor shall provide a panel of drivers proposed to be employed by him. The contractor shall at his own expense get the character / anecdotes of the drivers verified through the local police.
13. Drivers shall not be allowed to work in continuous shifts.
14. Drivers are required to mark their attendance in the biometric attendance device placed in the hospital premises.
15. Misbehavior or any fault during the discharge of the duty made by any driver shall lead to fine of Rs 2000/- for every such case/ complaint from any pending bill or security deposit.

#### VI. CONSEQUENTIAL RESPONSIBILITIES:

1. The contractor shall solely be responsible for any accident that may occur while executing the contract. If the ambulance vehicle break down during the derailment or during duty or is not available due to any reason such as servicing, the contractor shall immediately provide an alternate ambulance vehicle of the same specification. **The part trip will not count towards mileage.**
2. In case of failure to provide alternate ambulance vehicle in case of break down, proportionate deducti

on shall be made from the contractor's bill subject to minimum of one day's charge.

3. Under such circumstances, Medical Officers-in-Charge, ESIC Super Speciality Hospital, Sanathnagar may engage another ambulance vehicle from other sources and the expenditure incurred for this purpose shall also be recovered from the Contractor's bill.
4. The odometer of the vehicle must always be in good and correctly working order, failing which, the vehicle shall be treated as absent till the same is set right.
5. The contractor shall bear the complete responsibility of conduct and punctuality of the drivers employed by him. The contractor shall remain fully responsible for any undesirable incidence / situation caused / created by their conduct / activities.
6. If a driver is found unsuitable for the work by Medical Officers-in-Charge, ESIC Super Speciality Hospital, Sanathnagar, due to misconduct / negligence of duty / unsafe act / being under influence alcohol / violation of any norms or instructions or any other reason, the person shall be replaced by the Contractor immediately on being informed to that effect.
7. The contractor will not permit his employees to participate in any trade union activities or agitation in the premises. All demands / disputes of drivers engaged by the Contractor or their Union will have to be settled by the contractor himself. ESIC SSH, Sanathnagar administration will in no way be involved and shall not be responsible for any settlement of such disputes.
8. The Contractor shall also be liable for any expenses loss or damage, which ESIC Super Speciality Hospital, Sanathnagar may sustain during execution of the job / by contractor's employees. The contractor shall pay to the ESIC Super Specialty Hospital such amount of damage as may be decided by the ESIC Super Speciality Hospital, Administration within 48 hrs. of the intimation of such decision to the contractor. Otherwise, the same shall be recovered from the dues payable to the contractor.

#### **VII. STATUTORY CONDITION:**

1. The contractor shall abide by and comply with the provisions of all the Acts and Rules by Central / State Governments as applicable from time to time in respect of the contracted work and all staff employed by him at his own cost and risk. Including the following:
  - a) Contract labour (Regulation and Abolition) Act, 1970.
  - b) Contract labour (Regulation and Abolition) Central Rules, 1971.
  - c) Payment of Gratuity Act, 1972
  - d) Payment of Wages Act, 1936, Payment of Wages (Amendment) Act, 2005
  - e) Minimum Wages Act, 1949, Minimum Wages (Central) Rules, 1950
  - f) Workmen Compensation Act, 1923
  - g) Employees State Insurance Act, 1948
  - h) Equal Remuneration Act, 1976.
2. The contractor shall keep up to date records required to be maintained to comply with the provisions of all the Acts and Rules by Central / State Government as applicable from time to time in respect of the contracted work and all staff employed by him at his own risk.
3. Medical Officer-Incharge of ambulance services or authorized representative of ESIC Super Speciality Hospital, Sanathnagar shall be entitled to inspect these records at any time.
4. The contractor shall indemnify the ESIC Super Speciality Hospital, Sanathnagar against any litigation arising from violation of any law. The contractor shall conduct all legal proceedings as may be necessary without any cost to the ESIC Super Speciality Hospital, Sanathnagar. If due to any reason whatsoever, ESIC Super Speciality Hospital, Sanathnagar management is made liable to pay any liabilities of the contractor under any of the said laws etc., at The ESIC Super Speciality Hospital, Sanathnagar management shall recover the same from the dues payable by the ESIC Super Speciality Hospital, Sanathnagar to the contractor and / or from the security deposit furnished by the Contractor with the ESIC Super Speciality Hospital, Sanathnagar.

#### **VIII. PERFORMANCE EVALUATION:**

1. Contractor or his authorized representative will contact the Medical Officer / Staff In-charge, ambulance services once a month for review of the work done.

- 2. Details of arrangements to resolve complaints or disputes arising from service delivery.**
3. If the required standards of performance are not met, Medical Officer-in-charge, shall discuss the matter with supervisor to resolve the issues.
4. If the required standards of performance are still not met, the matter shall be reported to the Dean/Medical Superintendent, who shall take it up with the contractor.
5. If the required standards of performance are still not met, payment shall be withheld and contract may be terminated.
6. The contractor shall keep a complaint book to record any complaints on performance. The complaints shall be acted upon and settled speedily. The complaint register should be produced to the ESIC Super Speciality Hospital, Sanathnagar authorities once a month and whenever required.

#### **IX. PAYMENT OF WAGES:**

1. The contractor shall pay wages not less than the minimum rates of wages fixed by the Central / State Government to the persons engaged by him for the work.
2. The contractor shall pay wages to the persons employed by him for the month on fixed days as indicated in the notice board, not later than 5th of the following month without relating to the payment due to the contractor. Absentee payment shall be made not later than 2 days of the payment day.
3. The payment of wages shall be made in Bank Account of the Drivers with detailed statement, ESI, PF numbers provided to ESIC Super Speciality Hospital, Sanahtnagar, Hyderabad.
4. The contractor shall obtain signature or thumb impression of the worker in wage roll authenticated by the initial of the contractor.
5. Wages shall be paid without any deductions except those specified by special order or permissible under the Payments of Wages Act.
- 6.** In case of non-payment / short, if the ESIC Management as Principal Employer is required to pay the wages to the workers and the amount so paid shall be deducted from the bill of the contractor along with penalty @ 0.5% of the months payment per week or part of week.
- 7. ESI, EPF and other statutory requirements:**  
Where applicable the contractor will have ESI and EPF Registration. The payment in respect of ESI/EPF contribution, as applicable shall be made by the Contractor and no liability on this account shall be borne by the ESIC Super Speciality Hospital, Sanathnagar.

**For All statutory Laws regarding Vehicle, Services and Man Power, the Contractor is solely responsible**

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

Buyer uploaded ATC document [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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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

Category item bunched with it.

4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

**All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.**

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

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

---Thank You/धन्यवाद---

