

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
DIRECTORATE GENERAL OF HEALTH SERVICES
(DELHI AROGYA KOSH)**

3RD FLOOR, DGD BUILDING, S-1, SCHOOL BLOCK, SHAKARPUR, DELHI-110092

No. F.22/245/DAK/EO2361-62/2023-24/ **1369-71**

Dated: **10-11-23**

CIRCULAR

**Subject: Blacklisting of M/s Geetanshi Services, GeM Seller ID
5mkp220005692498 MSME UDYAM-DL-02-0026749**

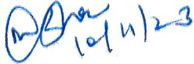
Whereas, in pursuance to GeM Bid No. GEM/2022/B/2330396 the bid was awarded to M/s Geetanshi Services on GeM through GeM Order No. GEMC-511687755918570 dated 25.10.2022

Whereas, Clause 4.1 of SLA of GeM reads:

"After award of the contract, if the Service Provider is found to be charging any money/charges/fees/penalties in whatever form, manner, or name, from the manpower resources engaged by it for deployment to the Buyer/ Client's site, the Buyer will have the right to terminate the contract forthwith along with forfeiture of Performance Security amount deposited by the Service Provider. The Buyer may also blacklist/debar the Service Provider, as deemed fit by the Buyer. Any such amount received from its manpower by the Service Provider may be recovered by the Buyer from the pending bills of the Service Provider and paid directly to the concerned person/manpower."

Whereas, in pursuance to complaint of Manpower deployed by M/s Geetanshi Services at the o/o DAK, an Inquiry Committee was constituted to inquire into the complaint regarding unethical payment and threatening termination of the contractual staff of Delhi Arogya Kosh by M/s Geetanshi Services.

Whereas, the Inquiry Committee submitted its report/opinion with the request to take appropriate action against M/s Geetanshi Services as per the terms & conditions of the tender document.


Incharge, DAK & DAN
Directorate General of Health Services
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Whereas, as per clause 5 of SLA of GeM

"The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which a penalty will be deducted.

The Service Provider shall also deposit EPF and ESI of both employer and employee share within 15th day of the month of payment for the support staff engaged from their account and prefer the bill to the Buyer for reimbursement of employer share only.

The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.

The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month."

Whereas, repeated email and reminders were sent to M/s Geetanshi Services but remuneration for the month of May 2023 and June 2023 are not paid by M/s Geetanshi Services which is also a violation of GeM SLA as per clause 5

Whereas, clause 12 of SLA of GeM reads:

"The Service Provider hereby undertakes to not charge any money/fees/penalties in whatever manner, name, or form, or take any monetary/non-monetary considerations, or make any unlawful deductions from its manpower/employees/resources engaged by it and, to be deployed at the Buyer/Client site. The Service Provider further agrees that it will not indulge in any unethical practices and acknowledges that any non-compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of the Contract and actions as per the GeM Incident Management Policy."

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Whereas, the complaint prima facie appears to be violation of Clause 4.1 and 5 of SLA of GeM, the competent authority has decided to take necessary action due to violation of terms and conditions of GeM SLA/GTS/STC/ATC.

Whereas, in view of above, a notice to show cause dated 04.08.2023, as to why the contract awarded to M/s Geetanshi Services should not be terminated was issued vide No. F.22/245/DAK/UO2361-62/2023-24/1097 to M/s Geetanshi Services.

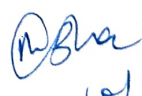
Whereas, reply dated 06.08.2023 was received in response to notice to show cause dated 04.08.2023.

Whereas, the reply submitted by M/s Geetanshi Services is found unsatisfactory.

Whereas, the contract awarded to M/s Geetanshi Services on GeM (Seller ID 5MKP220005692498) through GeM Order No. GEMC-511687755918570 dated 25.10.2022 is terminated.

Therefore in exercise of powers conferred under clause 4.1 read with clause 12 of SLA of GeM, and in the view of above stated facts of this case and relevant policy/guidelines of tender documents, and on the directions of competent authority, M/s Geetanshi Services situated at 95, Street No.-4, Sarpanch Bada, Mandawali, Delhi - 110092 GeM (Seller ID 5MKP220005692498) is Blacklisted with immediate effect.

This issues with prior approval of competent authority.



(Dr. Meenakshi Bhardwaj)
In-charge, Delhi Arogya Kosh
In-charge, DAK & DAN
Directorate General of Health Services
Shakarpur, Delhi-110092

No. F.22/245/DAK/UO2361-62/2023-24/1369-71 Dated: 10-11-23

Copy to the:

1. Director General, DGHS, GNCTD
2. All Department of Government of NCT of Delhi with the request to not to award any contract to M/s Geetanshi Services

3. Programmer/Incharge, IT Cell, DGHS for uploading on official website


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