

GENERAL TERMS & CONDITIONS OF THE TENDER

1. The tender form should be clearly filled legibly or typed. The tenderer should quote the rates & amount tendered by him/them in figure & as well as in words. Alterations unless legibly attested by tenderer, shall disqualify the tender. The tender form should be signed by the tenderer himself.
2. Tenders not confirming the prescribed requirements and non-submission of required documents/ copies may be rejected and no correspondence thereof shall be entertained whatsoever.
3. **No escalation of rates quoted will be allowed during the period of the contract.**
4. The tenderer with seal of agency/firm should sign every paper of the tender as a confirmation of acceptance of the terms & conditions mentioned on the each paper.
5. No column should be left blank, which would otherwise make the tender liable for rejection.
6. The preference can be given to those contractors who have related experience of providing laundry service to Hospital.
7. The earnest money will liable to be forfeited, if the tenderer withdraws or amends & derogates from the tender in any respect within the period of validity of the tender.
8. Every amount paid to the contractor shall be subject to the deduction of Tax at source and other taxes as applicable from time to time by Govt. of India. The tenderer/contractor shall deposit a security in favors of Hamdard Institute of Medical Sciences & Research for an amount of Rs.1,00,000/- minimum or as decided by the competent authority of Hamdard Institute of Medical Sciences & Research, either by cheque or in the form of Bank draft for the due performance of the contract, within 15 days from the date of contract. In the event of breach/ violation or contravention of any terms and conditions herein by the contractor, the security deposit shall be forfeited by the Hamdard Institute of Medical Sciences & Research, in addition of any amount of penalty as decided by the Hamdard Institute of Medical Sciences & Research shall be recoverable from security amount if not paid by the tenderer. The earnest money can be adjusted against security money. No Interest shall be paid on earnest and security money deposit.
9. Tenderer while submitting a tender would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
10. Any Act on the part of the tenderer to influence anybody in Hamdard Institute of Medical Sciences & Research is liable to rejection of his tender.
11. The tenderer should have adequate facilities (infrastructure, qualified and expert manpower) for laundry service.
12. **Tender must be unconditional. The rates shall remain unchanged for one year from the date of agreement.**

13. If any complaint of misbehavior and misconduct by personnel of the contractor comes into the knowledge of the institute authorities then responsibility for all such activities shall be of the contractor and any loss owing to negligence or mishandling by the personnel employed by the contractor, the contractor shall himself be responsible to make good for the losses so suffered by the Institute.
14. The contractor shall not, at any stage, cause or permit any sort of nuisance in the premises of institute or do anything which may cause unnecessary disturbance or inconvenience to other working there as well as to the general public in the institute premises and near to it.
15. **That the agency shall not engage any sub-contractor or transfer the contract to any other person in any manner. If found subletting the contact can be terminated immediately including action as deemed fit by Hamdard Institute of Medical Sciences & Research.**
16. **In case of unsatisfactory services, the contract can be terminated by HIMSR/HAHCH by giving one month notice. The contractor if so desire to terminate the contract will be required to give two month notice or till institute is able to make alternative arrangements, whichever is later.**
17. **In case of any attempt for cartelization by bidder with a view to hike up the prices, all bids will be rejected and such bidders will be blacklisted and bid security will be forfeited.**
18. The contractor shall not engage the personnel below the age of 18 years. All the personnel deployed by the agency shall be medically fit and their antecedent be verified prior to the deployment in the Institute. The age of Outsource Staff shall be preferably upto 45 years.
19. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all compensation/damage/expenses/fines. The concerned contractor personnel shall attend the court as and when required.
20. If as a result of 'post payment audit' any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the 'Institute' from contractor.
21. **Persons suffering from contagious or infectious disease shall not be permitted to work in HIMSR/HAHCH. HIMSR/HAHCH authorities reserve its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the HIMSR/HAHCH on medical examination of such employees, shall be borne and paid by the bidder/vendor.**

Undertaking by Tenderer

We have read the terms & conditions of the Tender and do hereby affirm to abide by all these conditions, if given opportunity.

Place.....

Date.....

Contractor's Sign & Seal

Name

Designation