

GENERAL TERMS & CONDITIONS OF THE TENDER

1. **Sealed Tenders in the prescribed form (ANNEXURE - I, & II) dully filled must be submitted along with Bank Draft. The draft shall be in favor of "Hamdard Institute of Medical Sciences & Research" amounting Rs.5,00,000/- as earnest money Rs.5,000/- as Tender Fee latest by 18.05.2023 up to 02.30 P.M. along with Technical Bid.**
2. The tender committee will open the tender on 18.05.2023 at 3.00 P.M in the presence of interested tenderers/ representatives of bidders who have bid for the current tender.
3. The contract is likely to commence from 01.06.2023 and would continue for a period of one year. The period of the contract may be further extended on mutually agreeable terms and conditions after the completion of the contract, provided the requirement of the HIMSR persists at that time or maybe curtailed/terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected tenderer/ agency or cessation of the requirement of work or due to any change in government policy/rules. The Hamdard Institute of Medical Sciences & Research, however, reserves the right to terminate this initial contract at any time after giving one month's notice to the selected tenderer/agency.
4. Tenders not confirming the prescribed requirements and non-submission of required documents/ copies may be rejected and no correspondence thereof shall be entertained whatsoever.
5. The tender form should be clearly filled in legibly or typed. The tenderer should quote the rates & amount tendered by him/them in figures & as well as in words. Alterations unless legibly attested by the tenderer, shall disqualify the tender. The tender form should be signed by the tenderer himself. **Self-Attested copies of the Registration Number of the firm, license no. under Contract Labours Act, Provident Fund Account no. (Allotted by Provident Fund Commissioner), ESI No. (allotted by the E. S. I. Department), GST No. and PAN CARD copy of the Income Tax Clearance Certificate, and Satisfactory Performance Certificate issued by the concerned agency/ Organizations.**
6. (a). No joint venture / consortium is allowed to participate in the Tender Process. Tenderer should submit an undertaking on firm's letter head in this regard.

(b) Should not have been blacklisted by any Central / State / Govt. agency. Tenderer should submit an undertaking on firm's letter head in this regard.

(c) Tenderer should enclose certified copy of registration certificate under Employees State Insurance Act and Under Employee Provident Fund Act.

(d) Certified copy of Income Tax, PAN card No of the party / Agency / Organization to be enclosed.

(f) Tenderer should submit a certificate of GST Registration which should be in the name of the Tenderer.
7. The firms are advised to quote inclusive of all administrative/Service Charges as per the format of the financial bid in Annexure - II. The GST component, as applicable, on subject services with HSN/SAC code may also be indicated in the price bid.
8. No escalation of rates quoted will be allowed during the period of the contract except due to revision of minimum wages or revised statutory provisions. The revision of bills on account of the revision of

minimum wages will be to the proportion of the amount paid for the wages of the support outsourced engaged in outsourcing support services out of the total monthly bill. For this purpose, the number of personnel in respective cadres as per Section-V Part II (A) to II (G) will be considered.

9. **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.**
10. No column should be left blank, which would otherwise make the tender liable for rejection.
11. **The preference can be given to those contractors who have related experience of providing support staff to Hospitals.**
12. The earnest money will be 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.
13. **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.20,00,000/- 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.**
14. 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.
15. 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.
16. That the contractor shall require to obtain the labor license under the contract labor regulations and abolition Act 1970 from the concern authority within two months from the signing of the agreement and submit duly attested copy to the institute. The contractor shall also require to obtain police verification of all their personals deployed at HIMSR and associated HAHC Hospital.
17. The tenderer should have adequate facilities (infrastructure, qualified and expert manpower) for testing/screening of personnel.
18. That the agency/contractor staff shall work under supervision, direction and overall administrative control of the Medical Superintendent or HOD concerned or any person deputed by Medical Superintendent.
19. The Tenderer should not have defaulted in payment of statutory dues like GST / EPF/ESI/Income Tax etc.
20. That the contractor shall have to produce documentary proof i.e. Voter Card, Aadhar Card etc. in support of identity of the person deployed at Hamdard Institute of Medical Sciences & Research and HAH Centenary Hospital.
21. Tender must be unconditional except due to revision of minimum wages or revised statutory provisions. The rates shall remain unchanged for one year from the date of the agreement.

22. **That Hamdard Institute of Medical Sciences & Research shall have the right to ask the contractor to remove any such person who is found indisciplined/mischievous / not competent in the discharge of assigned work.**
23. In case any person engaged by the contractor is found to be inefficient, quarrelsome, infirm, and invalid or found indulging in unlawful or union activities, the contractor will have to replace such person with a suitable substitute at the direction of the competent authority.
24. The institute shall not provide any sort of accommodation to the personnel deployed by the contractor and no cooking/lodging will be allowed in the premises of the institute at any time.
25. 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.
26. 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.
27. The person deployed by the contractor to perform duty shall wear proper Uniforms as prescribed / desired by Hamdard Institute of Medical Sciences & Research, in clean & tidy conditions, and Identity card for which Hamdard Institute of Medical Sciences & Research shall not pay any extra amount. The contractor shall ensure that their personnel wear the uniform & identity card all time while on duty, failing which a fine of Rs.500/- per person per day shall be deducted from the monthly bill of the contractor.
28. 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.
29. That the contractor at his own cost shall maintain appropriate records in reference to deployment of staff, salary payment of ESI & PF etc.
30. That the contractor shall at their own cost, employ/ deploy staff to render aforesaid support services to HIMSR & HAHC hospital and the contractor shall be solely responsible for timely payment of their wages / salaries, remuneration and other obligatory dues / benefits under any law for the time being in force, or which may come enforce, during currency of contract. the contractor shall comply all the provisions of applicable labor laws and / or any other acts for which such personnel are subjected to and shall keep Hamdard Institute of Medical Sciences & Research indemnified from all such acts, omissions, faults, breaches and / any claims, payments, loss, demands, injuries, and expenses etc. in connection with such personnel deployed by the contractor. Hamdard Institute of Medical Sciences & Research will not be responsible for such acts, omissions, faults, breaches and / any claims, payments, loss, demands, injuries, and expenses etc.
31. That the salaries of the workers should be distributed by the contractor on their own printed vouchers duly signed by the receivers on revenue stamps or remit the same in their bank accounts.
32. The contractor must ensure that the workers supplied by them are working properly at assigned place as the payment shall be made on the recommendation of head of the department.

33. In case of any dispute or difference, remain unresolved the matter shall be referred to the Arbitrator appointed by Hamdard Institute of Medical Sciences & Research, The Award of the Arbitrator shall be final and binding on the parties. The jurisdiction shall only at Delhi/New Delhi.
34. **In case of unsatisfactory services, the contract can be terminated by HIMSR/HAHCH by giving one month's notice. The contractor if so desire to terminate the contract will be required to give one month notice or till the institute is able to make alternative arrangements, whichever is later.**
35. 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.
36. 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 up to 45 years.
37. 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.
38. 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.
39. The contractor shall be responsible for all acts of omission/commission in the institute by their employees during the course of discharge of their duties at the institute. HIMSR/HAHCH, will not be responsible for any mishap while dealing with the sanitation and housekeeping work during the described scope of work because of such acts of omission/commission.
40. Persons suffering from contagious or infectious diseases shall not be employed or 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.
41. **The contractor shall issue Universal Account Number (UAN)/EPF Pass Book/ ESI card to every worker and shall supply the Code Number allotted by the local ESI/EPF authorities. The contractor shall ensure compliance within 90 days of the award of work.**
42. **The contractor will be solely responsible for the compliance of all statutory regulations applicable to the contractor/labour as also other Central & State Government statutory regulations associated with such work. If on account of non-compliance with the provisions of any such laws, HIMSR/HAHCH is called upon to make any payment to or in respect of his employees, the contractor shall fully reimburse to Institute all such payments and Institute shall be free to make deductions on this account from the amount of Security Deposit, in which case, the contractor shall immediately pay to the Institute such amount as may be necessary to make up the required security Deposit, or from the dues which may be payable by the Institute to the contractor. The contractor will sign an Indemnity Bond in favor of HIMSR/HAHCH. No liability whatsoever shall attach to the HIMSR/HAHCH on account of or any failure on the part of the contractor to observe these regulations.**
43. **The personnel deployed shall be employees of the contractor and all statutory liabilities such as ESI, EPF, Workmen's compensation as per relevant statutory Act, etc. shall be paid by the contractor. A list of personnel deployed shall be provided by the contractor well in advance.**

44. The contractor shall submit a certificate along with each bill to the effect that the payment has been made to the personnel as per acquaintance roll and all labour laws obligations including the rate of payment of minimum wage. The contractor has to submit adequate documentary proof of depositing of ESI and EPF contributions in concerned authorities and has to submit a certificate along with monthly bill that they have deposited the ESI/EPF contribution of actual numbers of personnel mentioned in the bill.

Place.....

Date.....

Contractor's Sign & Seal

Name

Designation