

GENERAL INSTRUCTIONS FOR TENDERER

1. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the DEAN, HIMSR & HAHCH to check all relevant documents for their authenticity and the tenderer whose Technical tenders are accepted will be informed about the date and time for opening the Financial Bids.
2. No tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited.
3. In case the successful tenderer declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
4. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as contractor.
5. Each page of the tender documents and papers submitted along with, should be numbered signed and stamped by the authorised signatory in acceptance of the terms and conditions laid down by the organization.
6. **Period of Contract:** The contract would be for a period of one year, with the first 3 months being probationary. 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 HAHCH 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 three month notice to the selected tenderer/agency.
7. Tenders not confirming the prescribed requirements and non-submission of required documents/ copies may be rejected and no correspondence thereof shall be entertained whatsoever.
8. That the agency/contractor staff shall work under the supervision, direction and overall administration of the Medical Superintendent (MS), HAHCH and any person deputed by the MS for supervision.
9. **Qualifying Requirements:-**
 - a. Only registered, bonafide, reputed and experience firms agencies having at least three years' experience in the field of Sanitation & Housekeeping services in Govt. / well reputed private hospitals having not less than 500 beds capacity to handle jobs relating to Sanitation & Housekeeping of large complexes. Proof of successfully completion/execution of work for the last 3 years and required to be enclosed.
 - b. The agencies/firm should have at least three years' experience of providing sanitation and housekeeping services on the date of publication of this notice. **The annual average turnover of services provided by the bidder should not be less than Rs. 5 Crores during the last three years** as per their audit books of accounts/Tax Returns with clear evidence that the turnover is derived from provision of services which from the subject matter of the present notice.
 - c. As per the Government guidelines, vendors that are registered as MSMEs will be granted a relaxation of 50% in the minimum turnover requirement specified in the tender document.
 - d. Bid should be complete and covering the entire scope of job and should confirm to the General and Special Conditions indicated in the bid documents. Incomplete and non-

confirming bids will be rejected outright.

- e. 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.
- f. Proof of having satisfactory complete the job of cleanliness and general maintenance during the 3 years in the field of Sanitation & Housekeeping in Govt. / well reputed private hospitals having not less than 500 bed.
- g. List of the present contract with public and private hospitals.
- h. Certificate of its registration. Certification from concerned authorities regarding payment of service tax, income tax, work contract tax and other tax applicable fir the last years.
- i. Certificate for registration with income tax, sales tax, PF, ESI, and any authority applicable for the last three years.
- j. Satisfactory perform certificate issued by the Govt./private hospitals during the last three financial years.
- k. 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. The tenderer should take care that the rate and amount should be written in such a way that interpretation is not possible. 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, Satisfactory Performance Certificate issued by the concerned agency/Organizations, Memorandum of firm and partnership deed, if the firm is in the partnership, shall be enclosed.
- l. That the contractor shall have to produce documentary proof i.e. Voter Card, Aadhar Card etc. in support of the identity of the person deployed at HIMSR & HAHCH.
- m. That the contractor shall require to obtain the labor license under the contract labor regulations and abolition Act from the concerned authority within two months from the signing of the agreement and submit a duly attested copy to the institute.
- n. The tenderer should have adequate facilities (infrastructure, qualified and expert manpower) for testing/screening of personnel.
- o. Tenderer should submit an undertaking on the firm's letterhead in this regard.
- p. Should not have been blacklisted by any Central / State / Govt. agency. Tenderer should submit an undertaking on firm's letterhead in this regard.
- q. A firm having any suit/criminal case pending against its proprietor or any of its Directors (in case of Pvt. Ltd. Company) or having been earlier convicted for violation of PF/ESI/Minimum Wages Act or any other laws in force shall also not be eligible.
- r. The firms are advised to quote inclusive of all administrative/Service Charges as per the format of the financial bid in Annexure IV. The GST component, as applicable, on subject services with HSN/SAC code, may also be indicated in the price bid.
- s. The bidder may visit the site to see the quantum of work before submitting the bid.

- t. The tenderer with the seal of the agency/firm should sign every paper of the tender as a confirmation of acceptance of the terms & conditions mentioned on each paper.
 - u. No column should be left blank, which would otherwise, make the tender liable for rejection.
10. 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.
 11. 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 security in favors of Hamdard Institute of Medical Sciences & Research for an amount of Rs.5,00,000/- minimum or as decided by the competent authority of Hamdard Institute of Medical Sciences & Research, either by Bank Draft or in the form of Bank Guarantee for the due performance of the contract, within one month 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.
 12. The Tenderer should not default in payment of statutory dues like GST/EPF/ESI/Income Tax etc.
 13. Tender must be unconditional. The rates shall remain unchanged for one year from the date of the signing of the agreement.
 14. Hamdard Institute of Medical Sciences & Research & HAHCH shall have the right to ask the contractor to remove any such person who is found not competent and orderly in the discharge of assigned work.
 15. The persons deployed by the contractor should be properly trained, have requisite experience and having the skills for carrying out a wide variety of housekeeping work using appropriate materials and tools/ equipment's.
 16. The Contractor shall employ a sufficient number of skilled, semi-skilled, and unskilled laborers to ensure timely completion of the Services at the required quality and rate of progress. All laborers must be able to read and write in order to effectively communicate with the Supervisors and Competent Authority, thereby ensuring workmanship meets the specified standards and fulfilling the Contractor's obligations under the Contract.
 17. In case any person engaged by the Service Provider is found to be inefficient, quarrelsome, infirm, and invalid or found indulging in unlawful or union activities, the contractor will have to replace the person with a suitable substitute at the direction of the competent authority.
 18. If any complaint of misbehavior and misconduct by personnel of the service provider comes into the knowledge of the institute authorities then responsible for all such activities shall be of the service provider and any loss owing to negligence or mishandling by the personnel employed by the service provider, the service provider shall himself be responsible to make good for the losses so suffered by the Institute.
 19. 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 an 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 times while on duty, failing which a fine of Rs.500/- per person per day shall be deducted from the monthly

bill of the contractor

20. That the agency shall not engage any sub-contractor or transfer the contract to any other person in any manner. If found subletting the contract can be terminated immediately including action as deemed fit by the Hamdard Institute of Medical Sciences & Research & HAHC Hospital.
21. That the contractor at his own cost shall maintain appropriate records in reference to the deployment of staff, salary payment of ESI & PF etc.
22. The successful tenderer is required to submit the deployment chart for each shift/location beforehand.
23. The contractor must ensure that the workers supplied by them are working properly at an assigned place as the payment shall be made on the recommendation of the Head of the Department & Housekeeping In-charge.

24. Payment:

(a) HIMSR & HAHCH shall pay the agreed amount on production of monthly bill (in duplicate) for the amount due towards services rendered during the preceding one month. The monthly bill shall include supporting documents, satisfactory performance certificate along with documents verifying payment by the agency to its employees in the previous month. No other charges of any kind shall be payable. No advance payment shall be made to the Agency. There would be no increase in rates payable to the Agency during the Contract period. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

(b) All payments to personnel ***shall be made directly to their designated bank account. This is to ensure transparency, accountability, and compliance with financial regulations.*** Cash payments are strictly prohibited and will not be accepted under any circumstances. Vendors are required to make electronic payments only, using the provided bank account details, to avoid any inconvenience or financial irregularities.

25. In case of unsatisfactory services, the contract can be terminated by HIMSR & HAHCH by giving three months' notice. The contractor if so desires to terminate the contract will be required to give three months' notice or till the institute is able to make alternative arrangements, whichever is later.
26. In case of any attempt for cartelization by the bidder with a view to hiking up the prices, all bids will be rejected and such bidders will be blacklisted and bid security will be forfeited.
27. Whenever new employees join the housekeeping services, police verification must be submitted in the office of the Housekeeping In-charge along with the medical fitness report.
28. The agency shall not engage personnel below the age of 18 years. All the personnel deployed by the agency shall be medically fit and their antecedent verified prior to the deployment in the Institute. The age of housekeeping staff shall be preferably up to 40 years.
29. Any liability arising out of any litigation (including those in consumer courts) due to any act of the Service Provider's personnel shall be directly borne by the Service Provider including all compensation/damage/expenses/fines. The concerned Service Provider personnel shall attend the court as and when required.
30. If as a result of the '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 Service Provider.
31. The service provider shall be responsible for all acts of omission/commission in the institute by their employees during the course of the 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.

32. 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 on medical examination of such employees, shall be borne and paid by the bidder/vendor. Each individual should have a health care provided by the vendor.
33. The contractor will be solely responsible for complying with all statutory regulations applicable to the contractor/labor 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 service provider 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 service provider 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 service provider. The service provider will sign an Indemnity Bond in favor of HIMSR/HAHCH, to this effect. No liability whatsoever shall attach to the HIMSR/HAHCH on account of or any failure on the part of the service provider to observe these regulations.
34. In case there is a revision of Minimum wages as per state Government then the contractor is required to provide wages as per the revise minimum wage without any change in contract.
35. **Arbitration:** If any difference arises concerning this agreement, its interpretation on payment to the made there-under, the same shall be settled out by mutual consultation and negotiation. If attempts for conciliation do not yield any result within a period of 30 days, either of the parties may make a request to the other party for submission of the dispute for decision by an Arbitral Tribunal containing Sole Arbitrator to be appointed by the Secretary, Department of Legal Affairs. Such requests shall be accompanied with a panel of names of three persons to act as the sole arbitrator. In case of such arbitrator refusing, unwilling or becoming incapable to act or his mandate having been terminated under law, another arbitrator shall be appointed in the same manner from among the panel of three persons to be submitted by the claimant. The provision of Arbitration and Conciliation Act, 1990 and the rule framed there under and in force shall be applicable to such proceedings.
36. **Subletting of Work:** The firm shall not assign or sublet the work/job or any part of it to any other person or party without having first obtained permission in writing of AIIMS, Jodhpur, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.
37. **Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the work order/ job without assigning any reason thereof and nothing will be payable by HIMSR & HAHCH in that event the security deposit shall also stands forfeited.
38. **Insolvency etc.:** In the event of the firm being adjudged insolvent or having a receiver appointed for it by a court or any other order under the Insolvency Act made against them or in the case of a company the passing any resolution or making of any order for winding up, whether voluntary or otherwise, or in the event of the firm failing to comply with any of the conditions herein specified HIMSR & HAHCH shall have the power to terminate the contract without any prior notice.
39. The contractor shall arrange required number of scrubbing machines with moppers or equivalent for scrubbing of floors. These machines should be available on Saturday, Sunday and Holidays and shall be operated on these days. If machines are not available or put in use on the said days a penalty of Rs. 1,000/- per day may be imposed and recovered from the contractor's monthly bills. The decision of the competent authority in the Department in this regard shall be final and binding on the contractor and shall not be open to arbitration.

40. The contractor himself shall be responsible for the safety and maintenance of his tools and plants materials. No damages/claim of the contractor on this account shall be entertained.
41. The standard of sanitation will always be upto the satisfaction of the authorized representative or the officer-incharge whose decision in this regard shall be final and binding on the contractor.

Provisional Cleaning Schedule

PUBLIC AREA WASHROOM

S. No.	Activity	Frequency	Agents used
1	Cleaning	Every 2 hour	Germicide, or any HAHCH approved disinfectant
2	Washroom & wash basins cleaning	Hourly basis and as and when required	Germicide, or any HAHCH approved disinfectant

LOBBY/ OPEN SPACE

S. No.	Activity	Frequency	Agents used
1	Garbage Removal	Thrice a day/ when bags are 3/4 th Full	As per the BMW guidelines
2	Dry Mop	Thrice a day	Feather Brush
3	Dusting	Thrice a Day	Z colour duster
4	Mopping	Thrice a Day	Germicide, or any HAHCH approved disinfectant

IPD & OPD BLOCK

S. No.	Activity	Frequency	Agents used
1	Garbage Removal	Thrice a day/ when bags are 3/4 th Full	As per the BMW guidelines
2	Dry Mop	Thrice a day	Feather Brush
3	Dusting	Thrice a Day	Z colour duster
4	Mopping	Thrice a Day	Germicide, or any HAHCH approved disinfectant
5	Washroom & washbasins cleaning	Hourly basis and as and when required	Germicide, or any HAHCH approved disinfectant

ACADEMIC AREA

S. No.	Activity	Frequency	Agents used
1	Garbage Removal	Thrice a day/ when bags are 3/4 th Full	As per the BMW guidelines
2	Dry Mop	Thrice a day	Feather Brush
3	Dusting	Thrice a Day	Z colour duster
4	Mopping	Thrice a Day	Germicide, or any HAHCH approved disinfectant
5	Washroom & washbasins cleaning	Hourly basis and as and when required	Germicide, or any HAHCH approved disinfectant

RADIOLOGY

S. No.	Activity	Frequency	Agents used
1	Garbage Removal	Thrice a day/ when bags are 3/4 th Full	As per the BMW guidelines
2	Dry Mop	Twice a day & when required	Feather Brush
3	Dusting	Twice a day & when required	Z colour duster
4	Mopping	Twice a day & when required	Germicide, or HAHCH approved disinfectant
5	Washroom & washbasins cleaning	Hourly basis and as and when required	Germicide, or any HAHCH approved disinfectant