

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. The terms 'Tenderer' and 'Service Provider' are used interchangeably where the context so requires, and shall be construed accordingly.
5. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as Service Provider.
6. Each page of the tender documents and papers submitted along with, should be numbered signed and stamped by the authorized signatory in acceptance of the terms and conditions laid down by the organization.
7. **Period of Contract:** The contract would be for a period of one year, with the first 2 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.
8. Tenders not confirming the prescribed requirements and non-submission of required documents/ copies may be rejected and no correspondence thereof shall be entertained whatsoever.
9. Tender must be unconditional. The rates shall remain unchanged for one year from the date of the signing of the agreement.
10. That the Service Provider staff shall work under the supervision and direction of Medical Superintendent, HAHCH.
11. The Service provider Staff shall be under the overall administration of Dean, HIMSR.
12. **Area of Work:** - All open and covered area of A-Block of the Hospital (excluding Sun Pharma and HIC), B-Block of the Hospital, New Medicine Ward, D-Block which includes all 7 floors, basement and outer area opposite basement kitchen and Child Day Care will be in the scope of housekeeping services to be provided by the contractor.

Detailed Area of the Hospital Classified on the Basis of Risk:

- **High-Risk Areas:** Critical areas such as OT, Labour Room, NICU, PICU, CATH Lab, Emergency, MICU, HDU, SICU, and Dialysis Centre.
- **Medium-Risk Areas:** Wards, OPDs, DRTB Centre, ART Centre, Blood Bank, Radiology, and more.
- **Low-Risk Areas:** Corridors, offices, electrical rooms, washrooms, terraces, sub-stations, and open areas.

13. Qualifying Requirements:-

- i. 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.
- ii. The agencies/firm should have at least three years' experience of providing sanitation and housekeeping services on the date of publication of this notice.
- iii. 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.
- iv. 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.
- v. 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.
- vi. List of the present contract with public and private hospitals.
- vii. Certificate of its registration. Certification from concerned authorities regarding payment of service tax, income tax, work contract tax and other tax applicable for the last 03 years.
- viii. Satisfactory performance certificate issued by the Govt./private hospitals during the last three financial years.
- ix. 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.
- x. That the Service Provider 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.

- xi. The tenderer shall ensure that all the relevant licenses/registrations/permissions which may be required for providing the services are valid during the entire period of the contract; failing which HIMSR may take appropriate actions including imposition of deductions and termination of contract. The documents relevant in this regard shall be provide by the Service Provider to HIMSR on demand.
- xii. The tenderer should have adequate facilities (infrastructure, qualified and expert manpower) for testing/screening of personnel. Tenderer should submit an undertaking on the firm's letterhead in this regard.
- xiii. Should not have been blacklisted by any Central / State / Govt. agency. Tenderer should submit an undertaking on firm's letterhead in this regard.
- xiv. 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.
- xv. 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.
- xvi. The tenderer may visit the site to see the quantum of work before submitting the bid.
- xvii. 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.
- xviii. No column should be left blank, which would otherwise, make the tender liable for rejection.

14. Tenderer/Service Provider's Obligations:

- i. For the execution of housekeeping work, ***the Service Provider will provide a total number of 110 manpower in a manner desired by HIMSR.*** The persons deployed by the Service Provider 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. Any mismatch in demand and supply such as number of housekeeping manpower, desired work experience etc., may lead to deduction and/or replacement of the resource with the matching skillset based on the approval of HIMSR.
- ii. The Service Provider 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.**
- iii. That the Service Provider shall pay the housekeeping personnel/sanitation staff in accordance with the minimum wages, as prescribed by the Government, and revised from time to time. However, the service charge of the Contractor shall remain unchanged during the tenure of agreement.
- iv. The Service Provider shall be responsible for police verification, character, and antecedent's verification of the housekeeping manpower. The same may be verified by HIMSR.
- v. The housekeeping manpower provided by the Service Provider shall not be deemed employees

of HIMSR hence the compliance of the applicable acts/laws will be the sole responsibility of the Service Provider. The deployed housekeeping staff shall not have any claim whatsoever like employer and employee relationship against HIMSR.

- vi. The Service Provider shall nominate **a coordinator/Single Point of Contact (SPOC)** who shall be responsible for regular interaction with HIMSR so that optimal services of the persons deployed could be availed without disruption.
- vii. The attendance of the housekeeping manpower shall be entered in the register provided by the Service Provider regularly and in an Aadhar based Biometric Attendance System at HIMSR's Premises.
- viii. The person deployed by the Service Provider to perform duty shall wear proper Uniforms as prescribed /desired by HIMSR, in clean & tidy conditions, and an Identity card for which HIMSR shall not pay any extra amount.
- ix. Any damage/losses caused by the deployed housekeeping manpower shall be borne by the Service Provider. HIMSR shall not be responsible for any financial loss or any injury to any person deployed during their performing the duties, or for payment towards any compensation.
- x. 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.
- xi. HIMSR shall have the right to ask the Service Provider to remove any such person who is found not competent and orderly in the discharge of assigned work.
- xii. 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 Service Provider will have to replace the person with a suitable substitute at the direction of the Competent Authority.
- xiii. That the agency shall not engage any Sub-Service Provider 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.
- xiv. The Service Provider must ensure that the housekeeping manpower 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.
- xv. The persons deployed shall treat all information received from HIMSR as confidential. He/she will not disclose any such information to any party including the Service Provider without the prior written approval of HIMSR.
- xvi. The Service Provider himself shall be responsible for the safety and maintenance of his tools and plants materials. No damages/claim of the Service Provider on this account shall be entertained.

15. Tender Cost, Earnest Money Deposit (EMD) & Security Deposit:

- i. All tenderers shall submit the Tender Cost and Earnest Money Deposit (EMD) of the amount and format specified in the tender document as a prerequisite for participation.

- ii. Bids submitted without the requisite Tender Cost and EMD shall be summarily rejected.
- iii. The EMD of unsuccessful tenderer shall be refunded without interest after finalization of the tender process.
- iv. The EMD of the successful tenderer shall be returned or adjusted as Security Deposit.
- v. The EMD may be forfeited in case the bidder withdraws or modifies the bid during the validity period, or fails to accept the award of contract.
- vi. The successful bidder shall deposit a Performance Security amounting to ₹9,00,000 (Rupees Nine Lakh only), within 10 days of issuance of the Letter of Award. The Performance Security shall remain valid for the entire contract period and shall be refunded without interest after satisfactory completion of the contract, subject to clearance of all dues and obligations.
- vii. The Security Deposit may be partially or wholly forfeited in case of breach of contract, repeated service failures, non-compliance with quality standards, or violations.

16. Payment:

- i. That the Contractor shall pay the personnel by the 7th of every month, irrespective of the payment released by the Hospital.
- ii. That the Hospital shall make best efforts to release the payment of the Contractor by the 5th of every month.
- iii. That to avoid burden on any of the parties, it has been mutually decided that the Contractor shall be flexible to pay the personnel an amount of up to one month of the bill, even without clearance of the bill at the end of the Hospital and not more than that.
- iv. HIMSR & HAHCH shall pay the agreed amount on production of monthly bill (in duplicate) for the amount due towards services rendered. 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 Service Provider. There would be no increase in rates payable to the Service Provider during the Contract period. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
- v. The Contractor shall ensure regular payment to the deployed housekeeping manpower to their entitlements like monthly salary/wages and submit monthly the documentary proof of the salary paid as per the terms and conditions of the contract. Bills for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
- vi. The Contractor shall deposit EPF and ESI of both employer and employee share and furnish a copy of the same along with the monthly bill.
- vii. All deductions (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
- viii. 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.

17. Deductions:

S.No	Description	1st Instance	2nd Instance	3rd Instance
1	Non - Deployment of Staff as Mentioned in the Contract as per the date of joining.	Up to 15 days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days, Cancellation of Contract with 10 % cancellation charges.	Payment in actual, equivalent to the value of the article/lost/damaged.	
2	If the deployed staff is found responsible for any theft/loss or misconduct.	Payment in actual, equivalent to the value of the article/lost/damaged. Warning Issued to the staff & Service Provider.	Replacement of the staff within two days as per the direction of HIMSR.	Cancellation of Contract with 10 % cancellation charges.
3	If the deployed staff is absent or take leave for more than two days without prior approval and without substitute from the Service Provider.	Substitute within 2 days of intimation from HIMSR, failing which up to 15 days, 1 day wages of absent resources per day.	Substitute within 2 days of intimation from HIMSR, failing which up to 15 days, 2 day wages of absent resources per day. Immediate Replacement within 2 days of the deployed person.	Cancellation of Contract with 10 % cancellation charges.
4	If the person deployed or Service Provider is found to be adopting any illegal and foul practices.	Immediate Replacement within 2 days of the deployed person. A fine of 5% shall be deducted from the monthly bill of the Service Provider.	A fine of 10% shall be deducted from the monthly bill of the Service Provider.	Cancellation of Contract with 10 % cancellation charges.
5	If the person deployed is not found wearing appropriate uniform and ID card.	A fine of Rs.200/- per person per day shall be deducted from the monthly bill of the Service Provider	A fine of Rs.500/- per person per day shall be deducted from the monthly bill of the Service Provider	Cancellation of Contract with 10 % cancellation charges.
6	If any equipment is not used on any given day either due to breakdown or non-availability of manpower.	A fine of Rs. 200/- per equipment per day will be imposed.	A fine of Rs. 500/- per equipment per day will be imposed.	Cancellation of Contract with 10 % cancellation charges.
7	In case any written complaint is received 3 consecutive times from public or from any faculty /officer/staff of the user areas.	A fine of Rs. 200/- per area per instance will be imposed.	A fine of Rs. 500/- per area per instance will be imposed.	Cancellation of Contract with 10 % cancellation charges.

8	In case of inspection by Officer In-charge or an ad-hoc committee of designated officials; if the cleanliness is found to be unsatisfactory (based on the evaluation criteria i.e. KPI).	A fine of Rs. 500/- per area per instance will be imposed.	A fine of Rs. 1000/- per area per instance will be imposed.	Cancellation of Contract with 10 % cancellation charges.
	If on inspection by HAHCH authorities, it is found that the deployed staff is not immunized against Tetanus, Hepatitis B.	A fine of Rs. 500/- will be imposed for every un-immunized staff deployed.	A fine of Rs. 1000/- will be imposed for every un-immunized staff deployed.	Cancellation of Contract with 10 % cancellation charges.
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18. Other Terms & Conditions:

- i. In case of administrative reasons (policy change/government law/restructuring), the contract can be terminated by HIMSR & HAHCH by giving three months' notice. The Service Provider 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.
- ii. That the subject clause of notice period is without prejudice to the rights of the Hospital to terminate the contract with 10% cancellation charges, if the Contractor is found in constant default of the terms and conditions of the Contract/Agreement.
- iii. Any amount due to/from the Contractor, after completion of contract or termination, shall be cleared subject to making reconciliation of the said amount to/from the Security submitted by the Contractor.
- iv. That if any time, a complaint is received by the Hospital authorities and proved with regard to malpractice at the end of the Contractor including but not limited to asking back for wages in the form of commission through cash or bank transactions, the Contractor shall be penalized an amount of Rs. 50, 000/- for each such instance, which shall be deducted from the monthly bill of the Contractor payable by the Hospital.
- v. That nothing in this Agreement constitutes or to be construed a party or the personnel deployed as the partner, agent employee, or representative of the other party. That one party must not act independently of the other party and does not have the right or power to commit the other party on any matter.
- vi. In case of any attempt for cartelization by the tenderer 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.
- vii. Any liability arising out of any litigation (including those in consumer courts) due to any act of the Contractor'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.

- viii. 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 Contractor.
- ix. The Contractor 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.
- x. 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.
- xi. 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.
- xii. **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.
- xiii. **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.
- xiv. **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.

- xv. **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.

GENERAL CLEANING OF HOSPITAL AREAS (KEY PERFORMANCE INDICATORS)

S. No.	Area Category	Frequency	Cleaning Standards
1	High-Risk Areas	Every 2 hours and as required	Ensure no litter, spills, stains, or odor. High-touch surfaces must be disinfected thoroughly.
2	Medium-Risk Areas	Every 4 hours with additional spot cleaning as needed	Maintain clean floors, dust-free surfaces, and immediate cleaning of spills. Focus on frequently touched surfaces.
3	Low-Risk Areas	At least once per shift	General cleanliness to be maintained with no visible dust, litter, or odor.

WEEKLY & FORTNIGHTLY DEEP CLEANING ACTIVITIES

S. No.	Activity	Frequency
1	Deep cleaning of rear staircases, staff workstations, and lobby areas	Twice a week
2	Cleaning of Venetian blinds and window glass (internal & external where accessible)	Weekly
3	Machine scrubbing and polishing of floors (corridors, lobbies, wards)	Weekly
4	Removal of cobwebs from ceilings, corners, ducts, and high areas	Fortnightly
5	Deep scrubbing of premises including corners, skirting, and hard-to-reach areas	Fortnightly