

GENERAL INSTRUCTIONS FOR TENDERER

1. All the Technical Bid will be scrutinized, by the evaluation committee constituted by the DEAN, HIMSR 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 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 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 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. That the Service Provider staff shall work under the supervision, direction and overall administration of Dean, HIMSR.
- 10. Qualifying Requirements:**
- i. The Service Provider not confirming the prescribed requirements and non-submission of required documents/ copies may be rejected and no correspondence thereof shall be entertained whatsoever.
 - ii. Only registered, bonafide, reputed and experience firms agencies having ***at least three years' experience in the field of supplying outsource manpower services in Govt. / Well Reputed Private Hospitals***. Proof of successfully completion/execution of work for the last 3 years and required to be enclosed.
 - iii. 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.

- 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. Should not have been blacklisted by any Central / State / Govt. agency. Tenderer should submit an undertaking on firm's letter head in this regard.
- vi. Tenderer should enclose certified copy of registration certificate under Employees State Insurance Act and Under Employee Provident Fund Act.
- vii. Certified copy of Income Tax, PAN card No of the party / Agency / Organization to be enclosed.
- viii. Tenderer should submit a certificate of GST Registration which should be in the name of the Tenderer.
- ix. The firms are advised to quote inclusive of all administrative/Service Charges as per the format of the financial bid in Annexure - 04. The GST component, as applicable, on subject services with HSN/SAC code may also be indicated in the price bid.
- x. 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.
- xi. 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.
- xii. 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. No column should be left blank, which would otherwise make the tender liable for rejection.
- xiii. 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.
- xiv. 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.
- xv. 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.
- xvi. The tenderer should have adequate facilities (infrastructure, qualified and expert manpower) for testing/screening of personnel.
- xvii. 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 contact can be terminated immediately including action as deemed fit by Hamdard Institute of Medical Sciences & Research.
- xviii. 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.

- xix. In case of unsatisfactory services, the contract can be terminated by HIMSR/HAHCH by giving one month's notice. The Service Provider if so desire to terminate the contract will be required to give three month notice or till the institute is able to make alternative arrangements, whichever is later.
- xx. In case of any attempt for cartelization by tenderer 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.

11. Service Provider's Obligation:

- i. In addition to all such obligations as specifically mentioned in the Contract / Tender Documents, the Service Provider shall be under an obligation to fulfill all necessary obligations which may be incidental to or ancillary to the fulfillment of its obligations as per this Agreement.
- ii. That the Service Provider at his own cost shall maintain appropriate records in reference to deployment of staff, salary payment of ESI & PF etc.
- iii. Service provider will maintain a data base for all manpower available with him which besides other information will also include their academic qualification, technical qualification, experience, category to which belongs whether reserved, unreserved, EWS and handicapped etc. The data base should have complete profile of all the available man power.
- iv. Every personnel deployed under this tender by the Service Provider shall be the employee of said Service Provider and the personnel shall not claim any benefit/compensation/absorption/regularization of services with the Institute (Principal Employer) under any provisions of laws in force. Undertaking from the personnel to this effect will be required to be submitted through the Agency to the Institute.
- v. The Service Provider 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.
- vi. That Hamdard Institute of Medical Sciences & Research shall have the right to ask the Service Provider to remove any such person who is found in disciplined /mischievous / not competent in the discharge of assigned work.
- vii. 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 such person with a suitable substitute at the direction of the competent authority.
- viii. If any complaint of misbehavior and misconduct by personnel of the Service Provider comes into the knowledge of the Institute authorities then responsibility 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.
- ix. The Service Provider 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 premises and near to it.

- x. The Service Provider shall ensure that the personnel deployed under this contract shall maintain proper office decorum. They shall not disclose any secret official information to any unauthorized person. If any of the manpower deployed found to be violating this rule will be dealt with as per the law of the land.
- xi. The Service Provider 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.
- xii. 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 Service Provider.
- xiii. The Service Provider has to provide the Appointment Letters and Photo Identity Cards to the persons employed by him/her for carrying out the work. Photo Identity Cards are to be constantly displayed, when on work & their loss to be reported immediately.
- xiv.** The person deployed by the Service Provider 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 Service Provider 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 Service Provider.***
- xv. Institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel deployed by the Service Provider.
- xvi. The Service Provider must obtain police verification of all their personals deployed at HIMSR and HAHCH Hospital.
- xvii. The Service Provider shall conduct necessary verifications of antecedents of the personnel to be deployed to Institute on outsourced basis and a certificate to this effect shall be submitted to the Institute. If any of the documents submitted by any of the candidates found to be fake/forged/fabricated at any stage during currency of contract the agency should terminate the services of the candidate with immediate effect apart from initiating criminal action as per law of land.
- xviii. Any undue delay in providing/replacing the requisite manpower after commencement of services will be considered as breach of contract and will be dealt with accordingly. ***The delay by the Service Provider in providing a substitute beyond 07 (Seven) working days shall attract liquidated damages @ Rs.500 per day (per such case) as per cadre on the service providing agency, beside deduction in payment on pro-rata basis.***

- xix. If any worker proceeds on leave for more than 07 days, or if any worker remains absent from duty without any information or if any of worker submits resignation, the Service Provider shall provide the suitable replacement within 07 days. ***The delay by the Service Provider in providing a suitable replacement beyond 07 (Seven) working days shall attract liquidated damages @ Rs.500 per day (per such case) as per cadre on the service providing agency, beside deduction in payment on pro-rata basis.***
- xx. The Service Provider should not have defaulted in payment of statutory dues like GST / EPF/ESI/Income Tax etc.
- xxi. The Service Provider 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.
- xxii. That the Service Provider shall at their own cost, employ/ deploy staff to render aforesaid support services to HIMSR & HAHC hospital and the Service Provider 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 Service Provider 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 Service Provider. 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.
- xxiii. Any liability arising out of any litigation (including those in consumer courts) clue to any act of 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.
- xxiv. 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 Service Provider.
- xxv. The Service Provider 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 Service Provider shall ensure compliance within 90 days of the award of work.
- xxvi. The Service Provider will be solely responsible for the compliance of all statutory regulations applicable to the Service Provider/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 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. 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.

- xxvii. The Service Provider 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.
- xxviii. The Institute shall not provide any sort of accommodation to the personnel deployed by the Service Provider and no cooking/lodging will be allowed in the premises of the institute at any time.

12. Payment:

- i. 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 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.
- ii. The wages shall be paid before expiring of the seventh day after the last day wage-period.
- iii. All deductions (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
- iv. 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.
- v. Every amount paid to the Service Provider shall be subject to the deduction of Tax at source and other taxes as applicable from time to time by Govt. of India.

13. 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 successful bidder shall deposit a Performance Security amounting to ₹20,00,000 (Rupees Nine Lakh only), within 15 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.

- v. 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.
- vi. The EMD of the successful tenderer shall be returned or adjusted as Security Deposit.
- vii. 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.

14. Other Terms & Conditions:

- i. **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.
- ii. **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.
- iii. **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.
- iv. **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.