

कायालय सिविल सजद्व.मेवात

ई – निविदा आमंण सूचना

अल-आफिया सिविल अ?पताल मांडीखेडा मेवात म?विभि?न ?कार की Cleaning Sanitation and housekeeping ,Ward Servant/GDA, Security Guards (Without Weapon), Mali, Dhobi, Sanitary Supervisor, Security Supervisor etc. आउटसोसिस् की ई – निविदा हेतू यो?य फाम?/ क?पनिय?/ एजसीय?से <http://etenders.hry.nic.in> व www.healthdepartmentmewat.org पर ऑनलाइन एंव एक ?ति फिजिकल फॉर्म म?निविदाएँ एतत् दुवार आमंणित की जाती ह?।

काय का नाम	निविदा द?ता लागत (? म)	ई.एम. डी (? म)	निविदा डाउनलोड तथा जमा करने की तिथि एंव समय		EMD & Tender Fee जमा करने की तिथि	टेंडर खोलने की तिथि
			खुलने की तिथि	ब?द होने की तिथि		
अल-आफिया सिविल अ?पताल मांडीखेडा मेवात म?ठपरो?त वणिक्त ?पोटस्विस्सैज ?दान करने के लिए	2000/-	100000/-	29 मार्च 2016	12 अप्रैल 2016	18 अप्रैल 2016 को दोपहर 12:00 बजे तक	19 अप्रैल 2016 को 11:00 बजे तक

नोट :- नियम व शर्त <http://etenders.hry.nic.in> व www.healthdepartmentmewat.org पर ऑनलाइन उपलब्ध ह?। किसी भी ?कार के corrigendum को केवल उपरो?त वेबसाईट पर ही अपलोड किया जायेगा।

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सिविल सजद्व, मेवात

District Health & Family Welfare Society cum Civil Surgeon, Mewat
NOTICE INVITING TENDERS Through E-Tendering as well as manual FOR
OUTSOURCING OF SUPPORT SERVICES AT
Civi HOSPITAL, Mandikhera (Mewat)

District Health & Family Welfare Society cum Civil Surgeon, Mewat invites sealed tenders in prescribed format under two bid system Technical Bid (unpriced) and Financial Bid (priced) – from reputed agencies, either by themselves or as a joint venture/partnership, possessing valid registration and license under the relevant statutes including ESI Act 1948 and EPF Act 1952 having capacity to provide following employees for hospital support services for 24X7 on outsourcing basis with suitable and uniformed manpower for the General Hospital, Mandikhera for a period of one year and extendable to further one year(total of two years) on contract basis/outsourcing basis on minimum wages as fixed by Haryana Govt. With ESI , EPF & Services tax as per Govt. rates :-

<u>For General Hospital Mandikhera</u> 10200 Sq. Mtr.			
Sr. No.	Name of the Services	Rates of the services to be outsourced	No. of persons to be supplied.
1.	Cleaning, Sanitation and Housekeeping	Per Sq. Mt. (Total 10200 Sq. M area)	32
2.	Ward Servant/GDA	Services Charges will be applicable of Services mentioned from Sr. No. 2 to 7	40
3.	Security Guards (Without Weapon)		12
4.	Mali		2
5.	Dhobi		3
6.	Sanitary Supervisor		1
7.	Security Supervisor		1

Contractors having a minimum annual turnover of Rs. 50 lacs and one work should be of value of at least Rs. 40.00 lacs per year and experience of rendering above mentioned services through at least 75 persons in a single contract/ agreement for a minimum period of 2 years in at least 100 bedded Government/ Private Hospitals, Medical Colleges Institutes of large Govt./Corporate establishments etc. during last 05 years on date of submission of the tender. Interested agencies as mentioned above, can obtained the detailed tender document containing the terms & conditions, against a written request on their own letter head from the office of “District Health & Family Welfare Society cum Civil Surgeon, Mewat at Mandikhera”, against the submission of a non-refundable Demand Draft of Rs. 2000 (Rs. Two Thousands only) drawn on any nationalised bank/scheduled bank in favour of District Health & Family Welfare Society, Mewat payable at Nagina on all working days (Monday-Friday) between 10:00 AM to 05:00 PM.

The time schedule of tendering is specified below :-

1.	Issue of Tender Document	29-03-2016 to 12-04-2016
2.	Tender Document Cost (non-refundable)	Rs.2000/- for each tender
3.	Pre-Bid meeting	12-4-2016 at 12.00PM O/o District Health & Family Welfare Office Cum Civil Surgeon, Mewat
4.	Last Date and Time for submission of Tender	12-04-2016 upto 5-00 PM
5.	Date and Time of opening of Technical Bid	18-04-2016 at 3.00PM
6.	Date and Time of opening of Financial Bid	19-04-2016 at 11.00AM Will be intimated to the short listed bidders as per the evaluation procedure at a later date.
7.	Earnest Money Deposit (EMD)	Rs. 1 lac through Bank Guarantee/FDR in favour of District Health & Family Welfare Society, Mewat.

offers by Fax/E-mails/Telegram will be summarily rejected.

Chairperson cum Civil Surgeon, District Health & Family Welfare Society, Mewat reserves all right to reject any or all of the tenders in part or full without assigning any reason(s).

Civil Surgeon, Mewat at Mandikhera

CIVIL SURGEON, Mewat
NOTICE INVITING TENDER

On behalf of Director General, Health Services, Haryana, Panchkula on-line bids on the website <http://healthdepartmentmewat.org/> , <http://etenders.hry.nic.in> are by invited by Civil Surgeon, Faridabad from eligible bidders for the following works :-

Pack age No.	Name of work	Earnest Money (Rs in lacs)	Tender Docume nt fee (Rs.)	During date and time .	
				Down loading of tender document	On line bid preparation and submission
1	TENDER FOR OUTSOURCING OF SUPPORT SERVICES AT CIVIL HOSPITAL MEWAT	1.00	2000/-	29.03.2016 from 17.00 P.M to 12.4.2016 up-to 17.00 P.M	29.03.2016 from 17.00 P.M to 12.4.2016 up-to 17.00 P.M

1. Tenders will be received online at the website <http://healthdepartmentmewat.org/>, <http://etenders.hry.nic.in> and will be opened by the Civil Surgeon, Mewat on 19.04.2016 at 11.01 A.M. in his office in the presence of tenderers or their authorized agent who may like to be present at the time of opening of technical bid.

2. Tenders must be submitted online on the Electronic Tendering system of <http://healthdepartmentmewat.org/>, <http://etenders.hry.nic.in>. The contractual agency must submit physically a hard copy of all the documents attached with the technical bid before the due date given in Key dates.

3. Earnest money amounting to Rs. 1,00,000/- (Rs. One Lac) in shape of Fixed Deposit/Term Deposit/Bank Guaranteed duly pledged in favour of Civil Surgeon, Mewat payable at any Scheduled Bank at Mewat must accompany tender

5. Key Dates

Sr. No	Civil Surgeon, Faridabad's Stage	Contractor Stage	Start Date and Time	Expiry Date and Time
1	Publication of Tender	-	29.03.2016 From 17.00 hrs.
2	-	Download Tender Document & Online Bid preparation & Hash Submission	29.03.2016 From 17.00 hrs.	17.4.20 16 17:00 hrs.
3		Manual Submission of (Technical) Documents & EMD	4.04.2016 from 10.00 hrs	18.04.2 016 11:00 hrs

4	Open EMD & Technical/PQ bid	-	19.4.2016 at 11.00 Hrs.	
5	Open Financial / Price-Bid	-	19.4.2016 at 14.00 Hrs.	---

6. Bid documents can be downloaded online from the <http://healthdepartmentmewat.org/>, <http://etenders.hry.nic.in>. by the agency/firm registered on the Portal. The bids to be submitted online are required to be digitally signed. The bidders are therefore advised to obtain Digital Signature at the earliest. For further details, terms and conditions please visit the website <http://healthdepartmentmewat.org/>, <http://etenders.hry.nic.in>.

7. The details of the Bid Document Cost / EMD, pre-qualification and other documents are required to be uploaded at the time of Online submission. The Bidders are therefore required to keep the scanned copies of Bid Document Cost / EMD, pre-qualification and other documents ready for online submission of the bids.

8. Online submission of bids:

The tender shall be submitted on line by the tenderer in the following manner :-

- a) Fee: Scanned copy of Bid Document Cost and Earnest money deposit.
- b) Pre-qualification/ Technical: Scanned copies of the pre-qualification documents, technical parameter /technical bid as per annexure in DNIT.
- c) Financial: Financial bid along-with service charges for providing the manpower for support services to be submitted mandatory online by the bidder

9. Physical submission of bids:

The contractual agencies should submit their tender documents online as well as physically in two sealed envelopes as under:

Envelope A :-This envelope marked "Bid Document Cost and EMD" shall contain drafts/Fixed Deposits/Term Deposits/Bank Guarantee infavour of the Civil Surgeon, Mewat . The sealed cover super scribed as "Earnest Money for contract of support services –Security Services in Civil Hospital, Faridabad..

Envelope B :- This envelope marked "Pre-qualification/Technical bid" shall contain pre-qualification documents, technical parameter /brochure/ technical bid and other documents required to be submitted as per these bid documents.The sealed cover super scribed as "Technical Bid for contract of support services –Security Services in Civil Hospital, Mewat

Above envelopes shall be placed in a bigger envelope duly sealed and super scribed as "Tender for support services –Security Services in Civil Hospital, Mewat within the prescribed time limits as mentioned in the key dates.

Note 1: The Civil Surgeon, Mewat has the right to verify the authentication of the documents submitted by the bidder online as well as physically.

Note 2:- The price bids are to be submitted mandatory online.

Instructions to bidder on Electronic Tendering System

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on eProcurement Portal:-

All the bidders intending to participate in the tenders processed online are required to get registered on the centralized e - Procurement Portal i.e. <http://healthdepartmentmewat.org/>, <http://etenders.hry.nic.in>. Please visit the website for more details.

2. Obtaining a Digital Certificate:

2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.

2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://haryanaeprocurement.gov.in>.

2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from:

M/s Nextenders (India) Pvt. Ltd.

O/o. DS&D Haryana,

SCO – 09, IInd Floor,

Sector – 16,

Panchkula – 134108

E - mail: Chandigarh@nextenders.com

Help Desk: 1800-180-2097 (Toll Free Number)

2.4 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).

2.5 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per

Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

2.6 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.

2.7 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3 Opening of an Electronic Payment Account:

For purchasing the tender documents online, bidders are required to pay the tender documents fees online using the electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually. For online payments guidelines, please refer to the Home page of the e-tendering Portal <http://healthdepartmentmewat.org/>, <http://etenders.hry.nic.in>.

4 Pre-requisites for online bidding:

In order to bid online on the portal <http://healthdepartmentmewat.org/>, <http://etenders.hry.nic.in>, the user machine must be updated with the latest Java & DC setup. The link for downloading latest java applet & DC setup are available on the Home page of the e-tendering Portal.

5 Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal eProcurement system on the Home Page at <http://healthdepartmentmewat.org/>, <http://etenders.hry.nic.in>.

6 Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <http://healthdepartmentmewat.org/>, <http://etenders.hry.nic.in>.

7 Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

8 Bid Preparation (Technical & Financial) Online/offline Payment of Tender Document Fee, eService fee, EMD fees.

8.1 The online payment for Tender document fee, eService Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and eService Fee can be made by eligible bidders/ contractors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD can be made online directly through RTGS / NEFT.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

The electronic payments gateway service shall be integrated with the system very soon till then it will be submitted manually.

Hence, the bidders have to provide information and credentials related to manual payment submission at single portal e - Procurement system, under Technical Envelope of the respective tenders.

8.2 The bidders shall upload their technical offer containing documents, qualifying criteria, technical specification, schedule of deliveries, and all other terms and conditions except the rates (price bid).

The bidders shall quote the prices in price bid format.

NOTE:-

(A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <http://healthdepartmentmewat.org/>, <http://etenders.hry.nic.in>.

(B) For help manual please refer to the 'Home Page' of the eProcurement website at <http://healthdepartmentmewat.org/>, <http://etenders.hry.nic.in> , and click on the available link 'How to...?' to download the file.

**NOTICE INVITING TENDER FOR OUTSOURCING OF CLEANING, HOUSEKEEPING (GDA),
SANITATION, SECURITY SERVICES, LAUNDRY AND HORTICULTURE SERVICES AT Civil
HOSPITAL, MANDIKHERA AT MEWAT.
(HEALTH DEPARTMENT, HARYANA)**

INSTRUCTIONS TO THE BIDDERS

1. INTRODUCTION :-

The present tender is being invited for providing Support Services i.e. Cleaning, Housekeeping (GDA), Sanitation, Security services, Laundry and Horticulture services for a period of one year and extendable to further one year (total of two years) subject to the performance of satisfactory work done , under which the contractor shall provide uniformed trained personnel for providing **Support Services** on 24X7 basis, in General Hospital, Mandikhera District Mewat. (hereinafter referred to as 'Hospital'), as specified in the SCOPE OF WORK (Annexure-II).

2. ELIGIBLE BIDDERS (PRE-QUALIFICATIONS):-

- All **agencies/service providers** that are providing similar kind of services should have the basic minimum eligible criteria:-
 - a. **Agency/service provider** should be in operations for at least last three consecutive years
 - b. The Annual turnover of not less than 50 Lakhs
 - c. Experience of rendering similar kind of services **through atleast 75 persons in a single contract/agreement for a minimum period of 2 years in an atleast 100 bedded Government/Private Hospitals, Medical Colleges**, Institutes of large Government /Corporate establishments etc. during the last 05 years on the date of submission of the tender.
 - d. Of the above experience, one work should be of value at least **Rs. 40.00 lacs per year**
 - e. **The tenderer(s), an agency/firm should be registered under Contract Labour (Regulation and Abolition) Act, 1970 and rules framed there under and should be in possession of a valid Labour License, EPF/ESI Code service tax/PAN Number. The tenderer applying for Security Services module should be holder of a license issued under Private Security Agency (Regulation) Act, 2005.**
 - f. Only Registered firms/agencies/companies are eligible to furnish tender and not the individual person or unregistered agency/firm eligible for tender .The tenderer(s) should attach an attested copy of the Partnership deed duly registered with the Registrar of Firms.
- 2.1 Profile giving complete details and satisfactory work done certificate about the **agency/service provider**, including period for which it is in the business, duly signed by an authorized person(s).
- 2.2 Annual accounts of the **agency/service provider** for last three years duly certified by

the auditor.

- 2.3 The track record of the contracting firm/contractor should be clean and should not have any involvement in illegal activities or financial misappropriation /frauds etc. Tenders must be accompanied by declaration to this effect on the letterhead of the contracting firm and duly signed by an authorized person (s).
- 2.4 **The service agreement shall be awarded initially for a period of one year, which may further be extendable to one year only (total period of two years), subject to review and the satisfactory performance of Services/Activities and compliance of all terms and conditions of the service Agreement, which is further, subject to the approval of Competent Authority. The contract shall stand automatically cancelled if the Competent Authority declines to grant such approval.**

3. GENERAL INSTRUCTIONS:-

- 3.1 In case of partnership or joint venture, the bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the partnership/joint venture.
- 3.2 (a) Memorandum of understanding/partnership deed shall be provided in case the Bidder is a joint venture/partnership.
- (b) One of the members of the partnership, or joint venture to be nominated **as in- charge and this authorization** shall be covered in the power of attorney signed by the legally authorized signatories of all members of joint venture/partnership firm;
- 3.3 Bidder or members of the partnership or joint venture shall submit a copy of bidders PAN Card No. under Income Tax Act.
- 3.4 Bidder must submit copies of all documents required, duly **self attested** along with technical bid.
- 3.5 Each Bidder or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be engaged to provide service, or any other item of work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the 'Hospital' subsequently finds to the contrary, the 'Hospital' reserves the right to declare the Bidder as non-complaint and declare any contract if already awarded to the Bidder to be null and void.
- 3.6 Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.
- 3.7 Each Bidder shall submit **only one tender** either by himself or as a partner in joint venture/firm. **If a bidder or if any of the partners in a joint venture/firm participate in more**

than one bid, the bids are liable to be rejected.

- 3.8 The bidder shall bear all costs associated with the preparation and submission of his bid and the 'Hospital' will, in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- 3.9 The bidder is advised to visit and acquaint himself with the area and operational system of the 'Hospital' to prepare the bid. The costs incurred in connection with such visits shall be borne by the bidder himself/itself/after the tender/bid has been submitted, it shall be deemed that the contractor has undertaken a visit to the 'Hospital' and was aware of the operational conditions prior to the submission of the tender documents.
- 3.10 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender Document. Failure to furnish all information require in the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of this bid.
- 3.11 The bidder shall not make or cause to be made any alternation, erasure or obliteration to the text of the Tender document.
- 3.12 The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the office of Chairperson- cum- Civil Surgeon District Health &Family Welfare Society, Mewat
- 3.13 In case the bidder has any doubt about the meaning of anything contained in the Tender document, he shall seek clarification from the office of Chairperson- cum- Civil Surgeon District Health &Family Welfare Society, Mewat . not later than seven days before due date. Any such clarification, together with all details on which clarification had been sought, will be copied to all bidders without disclosing the identity of the bidder seeking clarification.
All communications between the bidder and the 'Hospital' shall be carried out in writing.
- 3.14 Except for any such written clarification by the 'Hospital', which is expressly stated to be an addendum to the tender document issued by the office of Chairperson- cum- Civil Surgeon District Health &Family Welfare Society, Mewat at Mandikhera . no written or oral communication, presentation or explanation by any other employee of the 'Hospital' shall be taken to bind or fetter the 'Hospital' under the contract.
- 3.15 Any Tender not accompanied by Bid Security in the form specified at 5.4 herein shall be rejected.
- 3.16 Bid security of the successful bidder shall be returned on receipt of Performance Security by the 'Hospital' and after signing the agreement.
- 3.17 Bid security shall be forfeited if the bidder withdraws his bid during the period of

Tender validity .

- 3.18 Bid security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the 'Hospital'.
- 3.19 The documents comprising the bid shall be typed or written in indelible ink and all pages of bid shall be signed by a person or persons duly authorized to sign on behalf to the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.
- 3.20 The bid shall contain no alternations, omissions or additions except those to comply with instruction issued by the 'Hospital' or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.
- 3.21 Period for which the offer will remain valid: The tendering contractors/bidders should keep their offers valid for acceptance for a period of one hundred and eighty days from the date of the opening of technical bids. In the event that the day up to which the offer is to remain open is declared holiday for the 'Hospital', the offer shall remain open for the following day.
- 3.22 *The bidder shall provide the detail of satisfactory work done in the related areas, already by the firm in any Government Institutes, especially in Health Institutes/Corporate Hospitals in the last five years. Further in case the financial bids of the two bidders quoting same rate (qualified for L1), the work will be allotted to agency/service provider who has significant experience, (time period) of satisfactory work done in the related areas in the institutes or on draw of lot basis.*

4. TENDER DOCUMENTS: - The tender document comprises of:

- 4.1 Notice of Invitation of Tender (NIT)
- 4.2 Price Bid
- 4.3 Terms and Conditions
- 4.4 Tender form for providing Support Services (Annexure-I)
- 4.5 Scope of work (Contractor's responsibilities for providing Support Services (Annexure - II)
- 4.6 Details of area to be serviced (Annexure-III)
- 4.7 Check list for Technical bid for providing Support Services (Annexure-IV)
- 4.8 Check list for Technical Evaluation for providing Support Services (Annexure-V)
- 4.9 Undertaking (Annexure-VI)
- 4.10 Form of Bank Guarantee for Bid Security (Annexure-VII)
- 4.11 Form of Bank Guarantee for Performance Security (Annexure-VIII)

5. PREPARATION OF BIDS:-

- 5.1 The bids and all accompanying documents shall be in English or in Hindi

- 5.2 Tender documents issued for the purposes of tendering as described in clause 4 and any amendments issued shall be deemed as incorporated in the Bid.
- 5.3 The bidder shall submit one copy of the Tender document and addendum, if any, thereto, with each name of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
- 5.4 (a) The Bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs. 1.00 Lacs (Rupees One lac) in lump sum amount in the form of Fixed Deposit Receipt or Term Deposit Receipt from a scheduled commercial bank or Bank Guarantee from a commercial bank in an acceptable form valid at least for one year in the name of Chairperson- cum- Civil Surgeon District Health &Family Welfare Society, Mewat . along with the Tender document.
- (b) The Bid Security will remain valid for a period of One Hundred & Eighty days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award or the contract.
- (c) Earnest Money Deposit in any other form like demand draft/ cheque or FDR/TDR for a period less than one year shall render the bid liable for outright rejection.
- 5.5 The Bid shall be addressed to the Chairperson- cum - Civil Surgeon District Health &Family Welfare Society Mewat at Mandikhera . submitted in the office of the Civil Surgeon District Health &Family Welfare Society , Mewat at Mandikhera . at the address given in the Tender document.
- 5.6 The Bidder (each member in case of joint venture/partnership firms) shall furnish the details regarding total number of works, as stated in clause 2 completed during the preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide support services.
- 5.7 The Bidder shall also furnish self attested copies of Income Tax Returns duly supported by Balance sheet/profit and loss account.
- 5.8 For Cleaning/Sanitation services the bidder shall quote the **rates per square meter** on area “**AS IS AND WHERE IS**” basis in Indian Rupees for the contract on a “single responsibility” basis such that the Tender price covers contractor’s all obligations mentioned in or to be reasonably inferred from the Tender Document in respect of the Cleaning/Sanitation Services at the ‘Hospital’. **The rate per square meter should include all the expenses towards cost of labour, material required for housekeeping/cleaning, uniform & photo identity cards of personnel deployed by the contractor and all other statutory liabilities (like minimum wages, ESI, PF contributions, service charges all kinds of taxes etc.) which should be clearly stated by the contractor.**

- 5.9 The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.
- 5.10 **Conditional bids/offers will be summarily rejected.**
- 5.11 The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.
- 5.12 ***This agreement shall be effective for a period of one years with effect from _____ up to _____ (Dates will be decided at the times of final agreement) and can be extended further by one year (total period of two years only) on such terms and conditions as may be deemed fit and proper by the 'Hospital'.***

6. **DELIVERY OF BIDS:-**

- 6.1 The bidder shall, on or before the date and time given in the Notice Inviting Tender, submit his bid in three parts (Technical Bid, Price Bid & Earnest Money) each part in a separate sealed cover as under:-
- 6.1.1 The Technical Bid in duplicate shall be placed in separated sealed cover duly super scribed as "Technical Bid for contract of support services in General Hospital, Mandikhera due at 05:00 pm on 10-04-2015 "
- 6.1.2 The Price Bid in duplicate shall be placed in separate sealed cover duly super scribed as "Price Bid for contract of support services in Civil Surgeon District Health &Family Welfare Society Mewat . due at ***(Dates will be decided technical evaluation)***"
- 6.1.3 The earnest money in separate sealed cover super scribed as "Earnest Money for contract of support services in Civil Surgeon District Health &Family Welfare Society, Mewat at Mandikhera .due at 05:00 pm on 10-04-2015"

All the above sealed covers should be put in another envelope which will form the main cover. The main cover shall be submitted and addressed to this office viz. Chairperson-cum- Civil Surgeon District Health &Family Welfare Society Mewat. The outer most cover should be clearly super subscribed "Tender for contract of support services in office of Chairperson cum- Civil Surgeon District Health & Family Welfare Society, Mewat . due at 05:00 pm on 10-04-2015"

All the envelopes should bear the name and postal address of the bidders and shall bear the address of this office as given above. The time and date of opening of price bids will be intimated to the tenders later, after evaluation of technical bids. Both the bids shall be kept valid for acceptance for 180 days after opening the technical bids. The 'Hospital'

will not be responsible for any postal delay or any other cause that may lead to delay in the receipt of price bid/documents in this office beyond the stipulated date and time stated in the tender document.

6.2 The following documents constitute part of the technical bid:-

- a) One self attested recent passport size photograph (s) of the authorized person (s) of the firm agency with name, designation, office/residential address and office telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names address and telephone numbers of Directors/Partners also;
- b) Self attested copy of PAN card under Income Tax Act;
- c) Self attested copy of Service Tax Registration Number;
- d) Self attested copy of Valid Registration No. of the Agency/Firm;
- e) Self attested copy of Valid Employees Provident Fund Registration Number;
- f) Self attested copy of Valid ESI Registration Number;
- g) Self attested copy of Valid License and Number under Contract Labour Act and under any other Acts/Rules;
- h) Proof of Average Annual Turnover as stated in clause 2 supported by audited balance Sheet;
- i) Proof of experience as stated in clause 2 supported by documents from the concerned organizations;
- j) Details of manpower and supervisors proposed to be deployed by bidders in each shift in the areas specified in Annexure-III;
- k) Duly filled and signed Annexure-IV, V and VI;

6.3 The Bid document arranged in conformity with clause 6 should be put in the Tender Box which is available at reception of office of the Chairperson- cum- Civil Surgeon District Health & Family Welfare Society, Mewat .

7. LATE AND DELAYED TENDERS:-

- 7.1 Bids must be received in the 'Hospital' at the address specified in clause at 6.3 above not later than the date and time stipulated in the Notice Inviting Tender. The 'Hospital' may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the 'Hospital' and the bidder will be the same.
- 7.2 Any bid received by the 'Hospital' after the due date and time as stipulated above, shall not be considered and will be returned unopened to the bidder.

8. BID OPENING AND EVALUATION:-

- 8.1 The authorized representatives of the 'Hospital' will open the Pre - Qualification/Technical Bids and Earnest Money in the presence of the Bidders or of their representatives who may choose to attend at the appointed place and time.

- 8.2 The Bid of any bidder who has not complied with one or more of the conditions will be summarily rejected at the sole discretion of the 'Hospital'.
- 8.3 Conditional bids will also be summarily rejected.
- 8.4 Subsequently, the technical bids will be evaluated as per the methodology given in the Annexure-V of the tender document.
- 8.5 Financial bids of only the technically qualified bidders and those accompanied by satisfactory Earnest Money Deposits will be opened for evaluation in the presence of qualified bidders.

9. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS;-

- 9.1 The 'Hospital' is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate tendering process.
- 9.2 The 'Hospital' may terminate the contract if it is found that the agency is black listed/debarred on previous occasions by any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector undertaking etc. of Central or any State Government/Union Territory.
- 9.3 The 'Hospital' may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement.

10. AWARD OF CONTRACT

- 10.1 The 'Hospital' will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactory as per the terms and conditions incorporated in the bidding document.
- 10.2 *The 'Hospital' will communicate the successful bidder by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the conditions of contract called the "Letter of Offer") shall prescribe the amount that the 'Hospital' will pay to the contractor in consideration of the execution of work/services rendered by the contractor and basis of wages to the worker by the service provider as per Minimum Wages Act, fixed by the labour department of the state Government, as prescribed in the contract.*
- 10.3 The successful bidder will be required to execute a contract agreement in the form specified in Annexure-IX within a period of 30 days from the date of issue of 'Letter of Offer'.
- 10.4 The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of "Letter of Offer" for an amount equivalent to 5% of the value of the contract in the form of Fixed Deposit or Term deposit receipt from a commercial Bank, or Bank Guarantee from a commercial bank in an acceptable form (Annexure-VIII) in favour of Chairperson- cum- Civil Surgeon District Health & Family Welfare Society,

Mewat . The Performance Security shall remain valid for a period of six months beyond the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

- 10.5 Failure of the successful bidder to comply with the requirement of above clause shall constitute sufficient grounds for the annulment of the award and forfeiture of bid security.

TERMS AND CONDITIONS OF CONTRACT

The work shall be executed as per the scope of work as is defined in Annexure-II of this document.

1. Number of trained manpower that will be deployed to carry out the support services including the supervisory staff required to do the work in each areas has to be specified by the contractor in technical bid of the tender. **Further, the contractor will provide the required necessary training to all the manpower before engaging for service.** *The service provider will certify on the check bills / affidavit that the none of the employee engaged by him in the contract for the district hospital is working or engaged on any other contract or service at different place.*
2. The staff engaged by the contractor shall be available at all the times as per their duty roster and they shall not leave their place of duty without the prior permission of the authorized officer of the 'Hospital'. Round the clock supervision must be provided to ensure correct performance of the said support services in accordance with the prevailing assignment instructions agreed upon between the two parties.
3. The contractor shall be responsible to provide immediate replacement of any staff deployed by him, who is not available for duty at the place of posting **and also provide the manpower during the leave period and rotational duty off period of engaged worker.**
4. The tenderer(s) are directed to submit their reasoned and justified rates of their Administrative charges after taking into consideration the deduction of TDS and other statutory deductions payable at source etc. **The quoted Administrative/Service charges by the tenderer shall remain valid for the whole period of contract (i.e. covering the total period of agreement) and no enhancement in the rates under any circumstances shall be allowed,** by taking into consideration all his statutory obligations as well as his sole responsibilities as an employer/service provider of the persons to be engaged/employed by him for the execution of this Service Agreement.

*** Service provider some time offers administrative charges/services charge at (zero) 0 % or margin, which is practically not possible. Such service providers who offer services at**

zero margins should not be given contract and disqualified.

6. Penal Provisions.

- a) In case the contractor fails to commence/execute the work as stipulated in the agreement (or unsatisfactory performance or does not meet the statutory requirement of the contract) the 'Hospital' reserves the right to impose the penalty as detailed below:-
 - (i) 20% of cost of order/agreement per week up to four weeks delays.
 - (ii) After four weeks delay, the department may cancel the agreement and get this job carried out preferably from any other agency from the open market. The difference in cost, if any, will be recovered from the defaulting contractor as damages at double the rate of payment and he shall also be black listed for a period of four years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
 - b. If cleanliness is not observed up to the satisfaction of the authorized officer of the 'Hospital', a penalty of Rs. 500 per complaint will be imposed on the contractor depending on the evaluation criteria referred to in Annexure-II.
 - c. *In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel and verified by the competent authority, a penalty of Rs. 500 to 1000, depending upon the severity of the complaint, for each such incident shall be levied and the same shall be deducted from contractor's bill. Further, the concerned guilty person shall be removed by the contractor.*
 - d. The Competent Authority for imposing the penalty shall be the Chairperson- cum- Civil Surgeon District Health & Family Welfare Society Mewat at Mandikhera .
7. The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under various Labour Acts, Minimum Wages Act, Contract Labour (Registration & Abolition) Act 1970, EPF, ESI and **Private Security Agencies (Regulation) Act, 2005 for providing security services** etc. with regard to the personnel engaged by him for providing support services. It will be the responsibility of the contractor to provide details of all manpower deployed by him in the 'Hospital' and to the Labour Department.
8. The contractor shall be liable to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, Leave, etc. to the staff engaged by him. As far as EPF and ESI are concerned, it shall be the duty of the Contractor to get PF/ESI code number allotted by RPFC/ESI against which the PF/ESI subscription deducted from the payment of the **each** personnel engaged and equal amount of employer's contribution should be deposited with the respective PF/ESI authorities within seven days close of every month. Complete particulars of the employees engaged for the providing support services are required to be submitted to the 'Hospital'. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within stipulated time, the 'Hospital' will be entitled to recover an equal amount from any money due or that may accrue to the Contractor under this agreement

or any other contract and will be deposited with RPFC/ESI on behalf of the contractor.

9. The 'Hospital' shall have the right to ask for the removal of any person deployed by the contractor, who is not found to be competent and orderly in the discharge of his duties and may direct the contractor, to have any person removed who is considered to be undesirable or otherwise and similarly contractor reserve the right to change the staff but with prior intimation to the 'Hospital'.
10. The contractor shall not engage any sub-contractor or transfer the contract to any other person in any manner.
11. The antecedents of staff deployed shall be got verified by the contractor from local police authority and an undertaking in this regard be submitted to the 'Hospital' and Medical Examination of **each employee for fitness before employing in the hospital**.
12. The contractor shall maintain a register on which day to day deployed of personnel shall be entered. The authorized official of the 'Hospital' will countersign this.
13. All liabilities arising out of accident or death while on duty shall be borne by the contractor.
14. The contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the 'Hospital' and shall not knowingly lend to any person or company and of the effects of the 'Hospital' under its control.
15. The Support Services staff engaged by the contractor shall not accept any gratitude or reward in any shape from any patient/attendant or visitor to the 'Hospital'.
16. The contractor shall be responsible to maintain all property and equipment of the 'Hospital' entrusted to it. Any damage or loss caused by contractor's persons to the 'Hospital', in whatever shape, would be recovered from the contractor.
17. The personnel supplied have to be extremely courteous with very pleasant manners in dealing with the staff/visitor, especially with females, children, and senior citizens and should project an image of utmost discipline. The 'Hospital' shall have the right to have any person removed in case of patient/staff/visitor complaints and verified by the concerned designated officials, or as decided by representative of the 'Hospital' if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases within a reasonable period in consultation with the 'Hospital' **and provide a different uniform for each category of worker**. Insanitary conditions arising due to staff absenteeism or late reporting of staff should attract penalty as per clause 5 b.
18. **Procedure for release of payment:-**
 - a) The contractor shall pay wages to its workers/workmen latest by 7th of the respective month before submitting his claim for reimbursement as per contract agreement.
 - b) Contractor/service provider will have to produce a register of wages or the

register of wages cum muster roll of engaged worker of the previous/preceding month along with the bill by the 10th of every month after due verification by the Officer as appointed for the purpose by the 'Hospital'.

- c) The claim must be supported by proof of contractor having deposited EPF/ESI of each workers/workmen deployed by the contractor.
 - d) The contractor shall open Bank Account in **Bank of SBI** at District Mewat within 15 days of assumption of contract and maintain it until the duration of the contract.
 - e) The payment will be released after the deduction of any penalty that may be imposed by the Competent Authority as per contract agreement.
 - f) The Income Tax will be payable by the Contractor and shall be deducted at source as per law.
19. That in the event of any loss occasioned to the 'Hospital' as a result of any lapse on the part of the contractor and that may be established after an enquiry conducted by the 'Hospital', the said loss may be claimed from the contractor up to the value of the loss. The decision of the Head of the 'Hospital' will be final and binding on the contractor.
20. The contractor will deploy supervisors as per the need given by the 'Hospital'. The supervisor shall be required to work as per the instructions of 'Hospital'.
21. The contractor shall ensure that its personnel shall not at any time, without the consent of the 'Hospital' in writing divulge or make known any trust, accounts mater or transaction undertaken or handled by the 'Hospital' and shall not disclose any information about the affairs of 'Hospital'. This clause does not apply to the information, which falls in the domain of public knowledge.
22. 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/expensed/fines. The concerned contractor's personnel shall attend the court as and when required.
23. **Force majeure:-**
If at any point of time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall because of such event be entitled to terminate the contract in respect of such performance of their obligation. The obligations under the contract shall be resumed as soon as practicable after the event has ended or ceased to exit. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, which is more, either party may at its option terminate the contract.
24. The contractor shall deploy his personnel only after the approval of the 'Hospital'.
25. "NOTICE TO PROCEED" means the notice issued by the 'Hospital' to the contractor

communicating the date from which the work/services under the contract are to be commenced.

26. If such contractor is a joint venture/partnership of two or more persons, all such persons shall be jointly and severally liable to the 'Hospital' for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/partnership shall not be altered without the approval of the 'Hospital'.
27. The contract period shall be for Twenty Four months from the date of the commencement (as mentioned in Notice to Proceed).
28. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices or causing any loss of revenue to the 'Hospital', it shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance Guarantee.
29. In the event of default being made in the payment of any money in respect of wages of any person deployed by the contractor for carrying out this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the 'Hospital' may, failing payment of the said money by the contractor, make payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the 'Hospital' from the contractor.
30. If any money, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or Regulation, be directed to be paid by the 'Hospital' such money shall be deemed to be payable by the contractor to the 'Hospital' within seven days. The 'Hospital' shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from Performance Security.
31. The contractor shall make the list of staff going to be deployed shall be made available to the 'Hospital' and if any change is required by of, the 'Hospital' fresh list of staff available after every change.
32. The contractor shall identify and hold the 'Hospital' protected/safe from and against all claims, damages, losses, and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
33. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970.
34. The contractor shall not employ any person below the age of 18 years. Manpower so engaged shall be trained for providing support services in the 'Hospital' before joining. In addition, 'Hospital' may also arrange training in batches for the deployed manpower from time to time. During this training, contractor shall have to arrange for substitute for the staff undergoing training.
35. Only physically fit personnel shall be deployed for duty by the contractor and they should be fully immunized against 'Hepatitis B'.
36. The contractor shall ensure that the Support Services staff shall not take part in any staff union

and association related activities.

37. The 'Hospital' shall not be responsible for providing residential accommodation to any of the personnel of the contractor.
38. The 'Hospital' shall not be under any obligation for providing employment to any of the worker for the contractor after the expiry of the contract. The 'Hospital' does not recognize any employee employer relationship with any of the workers of the contractor.
39. 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 'Hospital' from the contractor.
40. If any underpayment is discovered, the amount shall be duly paid to the contractor by the 'Hospital'.
41. The contractor shall provide copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the 'Hospital'.
42. The contractor will have to deposit the proof of having deposited employer/employee's contribution towards EPF/ESI etc. of each employee every month.
43. The contractor shall disburse the wages to its staff deployed in the 'Hospital' every month through **Account Payee Cheques drawn in local banks only** in the presence of representatives of the 'Hospital'.

44. OBLIGATION OF THE CONTRACTOR.

Contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the employer fully indemnified against liability of any tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

45. The 'Hospital' will deduct income tax at source under section 194 -C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.

46. DISPUTE RESOLUTION:-

- a) Any dispute and or difference arising out of or relating to this contract will resolve through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussion, then the matter will be referred for adjudication to a sole Arbitrator which would be either Deputy Commissioner/Additional Deputy Commissioner of the concerned district.
- b) The award of the sole arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

The cost of arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of

contract, neither party shall be entitled to suspend the work/services to which the dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at district, Mewat.

47. The 'Hospital' reserves the right to cancel or reject all or any of the tender without assigning any reason.
48. Any act on the part of the tenderer to influence anybody in the 'Hospital' is liable to rejection of his tender.
49. **Surprise Check:** The PMO/MS of the hospital or any other officer so authorized shall be at liberty to carry out any surprise check on the working of the person(s) so deployed by the Service Provider in order to ensure that the required number of person(s) are deployed and that they are performing their duties efficiently and satisfactory and submit their report to the competent authorities. The service provider will subject himself for regular checking and provide regular reports to the administration or competent authority as per the guidelines or terms and conditions laid down by the authorities. In case, any person so deployed by the Service Provider is not upto the mark or performs his duties improperly or indulges in any unlawful act or disorderly conduct, the Service Provider shall take suitable action against such employees. In case of any complaint/defect/deficiencies so pointed out by the said authorities in writing, the Service Provider shall immediately take notice of the same and replace the particular person(s) so deployed. Further, the service provider will submit the mandatory regular reports of satisfactory work done and daily attendance sheet of the workers engaged by him after getting duly verified by the person nominated by the hospital.

50. JURIDICTION OF COURT:-

*The courts at **Mewat district** shall have to exclusive jurisdictions of that area, will try all disputes, if any, arising out of this agreement between the parties .*

PRICE BID/SCHEDULE OF QUANTITIES

For the Laundry and horticulture services, the bid price would be as per the manpower deployment.

PRICE BID/SCHEDULE OF QUANTITIES FOR CLEANING, HOUSEKEEPING, AND SANITATION DESCRIPTION OF WORK

Providing Sanitation Services as per Annexure-II of Tender document :-

Sr. No	Area where services are required	Covered area inSq.mtr.	Total covered Area in Sq. Mtr.	Rate per square meter (in Rs.) in words & in figures
1	Covered area of GH, Mewat -Ground Floor+ Exterior space for GH (OPD,Private Room, Labor Room & Gynae OT, SNCU & Male & Female Ward, Mortury, RTS, First Floor, Second Floor (Services mentioned at Sr. No. 1 in Advertisement)	10200 sq.mtr.	10200 sq.mtr.	(In Words : (In figures)
2	Services Charges will be applicable for rest of services mentioned at Sr. 2 to 7 in the Advertisement.	--	--	Rs. @

Note:-

1. Rates quoted will include all statutory obligations of the contractor under EPF, ESI Minimum Wages Act, Contract labour (R&A) Act, weekly-off replacement charges, cost of uniform, identity cards of personnel deployed by the contractor/Sanitation material including bins and bags as mentioned in Annexure-II all kinds of taxed services charges, etc. of the agency. The rate quoted shall be for per square meter area.
2. The contract is for one years and further extendable for one year only (i.e. for total period of two years only .
3. The contractor shall quote rates inclusive of all consumables, equipments and manpower.
4. Per square meter rate quoted by the contractor shall be frozen for a period of two years.
5. The bidder shall be responsible for all the costs associates with the preparation of its proposal and its participation in the bidding process.
6. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount is written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.
7. Service provider some time offers services charge at (zero) 0 % or margin, which is practically not possible. Such service providers who offer services at zero margins should not be given contract and disqualified.

ANNEXURE-I

Chairperson- cum- Civil Surgeon District Health & Family Welfare Society Mewat, Health Department, Haryana

(TENDER FORM FOR PROVIDING SUPPORT SERVICES)

Affix duly
attested PP
size recent
photograph
of the
prospective
bidder

1. Cost of tender Form Rs. 2000.00
2. Due date for tender _____
3. Opening time and date of tender _____
4. Names, address of Firm/Agency and Telephone numbers. _____
5. Registration No. of the Firm/Agency _____
6. Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with. _____
7. Please specify as to whether Tenderer is sole Proprietor/Partnership firm. Name and Address and Telephone No. of Directors/Partners should be specified. _____
8. a) Copy of PAN card issued by income Tax Department. Attached or not attached
b) Copy of previous three financial year's Income Tax Returns (Attached or not) Attached or not attached
9. Employees Provident Fund Account No. _____
10. ESI Number _____
11. License number under Contract labour (R&A) Act, if any _____
12. Details of Bid Security Deposit _____
 - a) Amount Rs. _____
 - b) FDR No. TDR No. or Bank guarantee _____
 - c) In favour of _____
 - d) Date of issue _____
 - e) Name of issuing authority _____

13. Details of ISO certification _____
14. Any other information _____
15. Declaration by the bidder _____

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of the bidder)
Name and address (with seal)

ANNEXURE-II

OFFICE OF CHAIRPERSON- cum- CIVIL SURGEON, DISTRICT HEALTH AND FAMILY WELFARE SOCIETY, Mewat

SCOPE OF WORK/CONTRACTOR'S RESPONSIBILITIES

1. Cleaning, House Keeping, GDA, Sanitation & Horticulture

- a. The contractor shall provide round the clock sanitation services in 'Hospital' in the specified area as given Annexure-III.
- b. Wet mopping and vacuum cleaning would be done for cleaning within 'Hospital' premises. Brooming and dusting is not permissible. Bidders offering mechanized cleaning will be given preference.
- c. Contractor shall ensure cleaning of every area of the 'Hospital' including all furniture and furnishings, grills, windows, air conditioner, sign boards, notice boards, switch boards, lifts, fire fighting equipments, CCTV, Public address system etc., dewatering and water filling of water cooler.
- d. Contractor would ensure cleanliness throughout the day & night in the Hospital. While doing cleaning at night hours contractor would ensure that patients and attendants are not disturbed.
- e. They would provide clean urine pots, bed pans, sputum pots or other equipment as and when required.
- f. Waste disposal of the specified areas is the responsibility of the contractor. It should be the responsibility of the contractor to ensure Biomedical Waste Disposal as per Bio-medical Waste Management Rules 1998 with amendment in 2003, any amendment that may occur during course of execution of contract. Failing to abide by the statutes under the provision of above mentioned rules would invite penal actions.
- g. Contractor would be responsible to provide all cleaning materials, Biomedical waste Management materials and equipments as per the quantity and quality approval by the committee constituted by the Hospital. Indicative lists are given in Schedule-1, 2 and 3.
- h. Mechanized equipments wherever required would be procured, used and maintained by the contractor. Indicative list is given in Schedule-3.

- i. They would ensure that proactive efforts are made to report any non-functional water seal traps, bottle traps, washbasins/sinks/urine pots/waste pipes or other sanitary fittings and these are got rectified from Engineering Departments of the Hospital.
- j. Washing/scrubbing of OT's Dressing Rooms treatment rooms & washing of OT chappals/slippers. Adherence to infection control guidelines as specified by the Hospital in special areas like OT, Emergency, Minor OT, Recovery, labour rooms, ICU, NICU, CSSD etc.. are to be followed from time to time.
- k. Person engaged should be well uniformed and should have appropriate protective gear such as gloves, mask, shoes, caps etc. And should wear photo-identification tag. It should be the responsibility of the contractor to provide uniform and identification tags. The cost so incurred in providing Uniform, Shoes and other tools along with Photo Id-cards (as approved by the hospital committee) will be borne by the contractor.
- l. Sanitation of building including bathrooms and toilets may be done with the approved materials (as approved by the hospital committee). A log is to be maintained on 1-2 hourly basis, which is prominently displayed about the cleaning schedule being followed in that area. The housekeeping supervisor so engaged by the contractor would ensure round the clock cleanliness and dust free environment inside the bathrooms and toilets.
- m. The contractor would also supply plastic buckets, mugs wherever required of appropriate capacity.
- n. The 'HOUSEKEEPING' shall be deemed to include changing drapes, upholstery shampooing, exchanging linen, news paper distribution, trash and garbage removal, and all other services related to or connected with providing Housekeeping services in general practice.
- o. For rendering the above said services the contractual agency (to which the services are outsourced) will engage the services of fully trained and skilled people as per the hospital requirement.
- p. The contractor shall ensure that the infection control guidelines are followed by the sanitation, housekeeping, GDA staff at all times.
- q. GDA (General Duty Assistants)/Ward Attendants the contractor shall provide round the clock (General Duty Assistants)/Ward Attendants in '**Hospital**' in the specified area as given Annexure-III (a).
- r. The GDAs posted in the IPD/wards will assist the staff nurses on duty in her routine chores.

Evaluation Criteria for checking sanitation

Authorized officials would check the cleanliness periodically. Following criteria would be used to check the level of cleanliness round the clock.

1. There should not be any dust/cobweb/stains of any kind at any area-floor/walls/roofs/windows & doors/stairs electrical fitting/fans/coolers /AC's/Beds/furniture of fixtures or any other area in the 'Hospital'.
2. Toilets should be clean and dry.
3. There should not be any foul smell from anywhere at any point of time.
4. There should not be any blockage of drains except engineering faults.
5. Any solid waste like bottles, plastics etc. Should not be found recoverable from any drain.
6. All patient trolleys and wheel chairs should be clean and no waste material should be dumped on these.
7. No waste bin should be overfilled (more than 3/4th). There should not be any spillage at the point of collection and during transportation.
8. Sweeping/dry mopping is not to be done within 'Hospital's indoors. Only wet mopping and vacuum cleaning is to be done.
9. The checklist in the toilets of cleaning done "when" & "by whom" checked by "Supervisor" on two hourly basis, should be properly logged & signed with date & time at all times.
10. Sanitation/ Housekeeping Staff should always be in their uniform (Clean & tidy) with Identity card properly displayed while on duty.
11. Sanitation/ Housekeeping Staff is aware of all the biomedical waste disposal rules. Non-compliance to these statutes will invite penal action.
12. Schedule-1

INDICATIVE MATERIAL REQUIRED FOR SANITATION

- I. Cleaning materials from ISI approved companies.
- II. Disinfectant with deodorant (concentrated) ISI mark (Reputed brand)
- III. Plastic bucket toilets capacity 18 liters with one mug 1 ltr capacity (Cello/Poly set)
- IV. Naphthalene Balls (Reputed Brand)
- V. Sodium Hypochlorite 1%.
- VI. Toilet Soap (ISI approved).
- VII. Protective gears i.e. gloves, masks, shoes, caps etc.

Schedule-2

Materials for Bio-Medical Waste Management/Bins and bags.

The biomedical waste management is to be done as per the laid down statutory guidelines. Minimum number of colour coded bins required in the area of service for segregation of waste should be appropriate for the need. The number and size of colour coded polythene bags may be calculated based on existing norms.

The size of polythene bags required for different capacity bins is as under:-

Size of bins	Size of Polythene bags
18 ltrs.	20x20
40 ltrs.	24x36
100 ltrs	33x40
120 ltrs	33x44

Schedule-3

Indicative list of Equipment/Gadgets/Machinery to be used in cleaning etc.

- i) Dry vacuum cleaners

- ii) Floor scrubbers cum wet drier (Walk Behind Type)
- iii) Bio Medical waste transportation trolleys with covers.
- iv) Wet Jet washers.
- v) Cob Webber
- vi) Floor Mopper (Trolley mounted)
- vii) Floor wiper
- viii) Glass Cleaning Roller
- ix) Aluminum ladder for cleaning purpose
- x) Duet pan/Color coded waste bins with appropriate lids
- xi) Wheel barrows

Any other provisions as advised by the 'Hospital' may be incorporated in the agreement. The same shall also be binding on the contractor.

(the concerned departments may also include any items other than that referred to above as per their requirement).

2. Laundry Services :

The contractor/contracting agency shall provide manpower to launder/dry clean the hospital linen, which comprises of big/small linen items white & colored, blankets, plastic curtains/tapestry etc.. The laundry is to be operated on all days in one or more shifts depending upon the work load. The washed linen will be delivered within 24 hrs of receipt for processing.

Soiled linen will be first segregated from the ordinary linen, washed with plain water, immersed in the 1% Na HO for at least 8 hours

Processes to be undertaken:

- i. Collection and transport of the Dirty Linen: The contractor will be responsible for collection of the dirty linen from different areas and transport the same to laundry complex, in safe & covered trolleys, bags & bins.
- ii. Sorting, processing of the used linen with the standard laundering process including

- repairing (if required), finishing & packing. Transportation & delivery of the washed clothes in a covered trolley to the user area daily.
- iii. The contractor will identify torn linen at the time of collection, process & wash them. Only torn linen will be replaced by the hospital.
 - iv. The contractor will be responsible for safe disposal of the left over chemicals, other washing material and other garbage produced in the laundry, as per the guidelines to be provided by the Hospital.
 - v. Separate carts for transportation & storage of the dirty & washed linen will be used. The hampers & carts to transport soiled linen should be appropriately cleaned after every use & should be kept away from those to be used in transporting clean linen.
 - vi. The contractor will process linen as per the approved washing procedure and approved washing formulae.
 - vii. Standard universal precautions (infection control guidelines) are to be followed while collecting & handling infected/soiled linen.
 - viii. Bio-medical waste management rules, wherever applicable will be followed by the contractor.
 - ix. The contractor will employ adequate number of trained personnel for the purpose. The uniforms, aprons & other protective gears will be provided by the contractor. All workers will be immunized by the contractor before employment & during the course of employment as & when needed.
 - x. All personnel involved in collection, transport, sorting & washing of soiled linen should be consistently & appropriately trained at frequent intervals especially for the use of appropriate personal protective equipments and be supervised to assure compliance with the protective measures.
 - xi. All the machines provided by the Hospital, will be maintained by the contractor before the expiry of the warranty/ guarantee period by coordinating with the supplier. For the purpose of maintenance of laundry machines, which will be provided to the contractor by the hospital, the contractor should enter an agreement with OEM (Original Equipment Manufacturer). In addition to the machines, trolleys for carrying the linen to be provide by the hospital to the contractor, the maintenance of which will be responsibility of the contractor. Hospital authorities will provide administrative support during this period. After expiry of the warranty/guarantee period, preventive in-house maintenance will be sole responsibility of the contractor.
 - xii. The contractor will also be responsible for maintaining the laundry equipment in working condition throughout the contract period. The contractor shall not damage the said premises and the equipments provided to them by the hospital or allow the above mentioned to be damaged. In case of any damage to any equipment/ machinery as provided by (the contractor), the contractor shall be responsible for repair & replacement.
 - xiii. The vendor shall be responsible for procurement of all detergents/washing chemicals of the specification as per approved washing formula (only from tested, trusted, reputed labs wherever possible ISI marked should be procured). The hospital authorities can make surprise checks to verify that the items used are as per approved formula and right quantity of these are being used.
 - xiv. It shall be the responsibility of the contractor to employ adequate number of cleaners and sweepers and provide them adequate and necessary equipments/materials for keeping the laundry scrupulously clean and in a sanitary condition to the satisfaction of the hospital authorities. Anti-rodent and pest control measures will also be strictly followed and it will be the responsibility of the contractor to ensure that premises are free of these.
 - xv. The Hospital shall not be held responsible for any loss or damage due to any reasons whatsoever to any type of inventory that may be kept in the said Laundry store by the contractor. The premises provided to the contractor should only be used for the purpose as mentioned in the contract (i.e. Laundry services for Hospital Only). Under no circumstances, the premises are to be used for any other purpose, than what has been mentioned in the contract. The general safety & ensuring fire safety of the said premises is the responsibility of the contractor.
 - xvi. Space and accommodation- The space & accommodation for the laundry will be provided by the hospital to the contractor. At the time of termination of the contract, the contractor will have the liberty to either remove all his material (s), or to hand over to the next contractor. On the expiry or earlier termination of the contract the said premises shall be vacated peacefully and handed over to the Hospital in the condition as they have received.

- xvii. Electricity, Hot water, Steam facility and water supply- These will be provided by the Hospital for operations of the laundry machines, general lighting and ventilation in the premises. The contractor will however use these judiciously and will ensure that there is no wastage. If it is observed that the contractual staff is not complying to this than punitive action will be initiated.
- xviii. Supervision & Quality Control
- The Hospital shall have the right to terminate the contract of the services rendered by the contractor, which are not of requisite standard.
 - Hospital authorities can check any washing chemical or detergent for inspection & analysis and if required to be sent for testing by the approved laboratory.
 - Hospital authorities will have unfettered right to inspect the premise, process of laundry, finished product at anytime and the vendor will cooperate with the authorities.
- 3. Horticulture Services**
- A. The contractor/contracting agency shall maintain the lawns, plants, hedges, shrubs and flower beds etc., inside Hospital premises.
 - B. All works shall be carried out strictly as per Standard Horticultural Practice.
 - C. The Contractor shall ensure that the plants grow in a straight manner, required bamboo/casino pole supports shall be procured and placed at the appropriate time without any extra cost.
 - D. Contractor shall be provided with water free of cost and supplied at available points at the site. However for further water distribution to different plantations, contractor shall make his own arrangement. No extra payment will be paid on this account.
 - E. The contractor shall ensure that no area of lawns etc., is dried up for want of required maintenance works.
 - F. All tools and plants i.e. lawn movers, sprays, spades, shovels, crowbars, garden shear and hose pipe etc. required for the work shall be procured/arranged by the contractor.
 - G. Insecticides will be supplied by the Department at the departmental stores free of cost.
 - H. Contractor shall make his own arrangement for transporting the same to the site from the store.
 - I. Contractor shall ensure that the horticultural activities like mowing of lawns, mulching. Trimming the hedges etc., to be carried out periodically as mentioned in the schedule of quantities. Contractor shall take necessary approval and certificate for completion of each activity from the Engineer-in-Charge and maintain the record for the same.

The specific horticulture jobs would include:

A. Lawns

Removing of weeds, rank vegetations and wild grown along with roots, cleaning of all dry leaves and rubbish from the lawns and watering of lawns shall be carried out as a continuous process. No weeds shall be visible appreciably at any time. Mowing of lawns shall be carried out at an interval of 15 (fifteen) days, so that the lawns have a trimmed look at any time. Natural and chemical manure shall be applied at required interval as per direction of Engineer-in-Charge.

B. Seasonal flower beds

Watering of the flower beds shall be carried out on everyday basis. Weeds shall be removed from the flower beds once in a week. Mulching and trimming shall be carried out once in 15 (fifteen) days. Application of fertilizers, pesticides, mixing and spreading of red earth and manure, planting of seasonal seedlings shall be carried out as and when directed by Engineer-in-Charge.

C. Shrubs

Shrubs shall be maintained by watering regularly. Necessary earthen bunds shall be made around the shrubs for pooling of water. Weeding shall be removed on weekly basis. Trimming shall be carried out once in 15 (fifteen) days. Fertilizers, pesticides shall be applied as and when required and directed by Engineer-in-Charge. Weeding should be at least around 1 m dia from the stem of shrubs.

D. Hedges

Watering shall be carried out on everyday basis and mulching once in a month, pruning and trimming once in 15 (fifteen) days. Weeding shall be carried out on regular basis and application of fertilizers, pesticides as and when required and directed by Engineer-in-Charge.

E. Red earth/Good Earth

The earth shall be free from clods or lumps or sizes bigger than 75 mm in any direction. It shall have P. H. value ranging between 6 to 8.5. The volume of the stacks shall be reduced by 20% for voids before payment.

ANNEXURE-III (a)

**Chairperson cum Civil Surgeon District Health and Family Welfare Society, Mewat ,
Health Department, Haryana**

Deployment of Support Services for General Hospital, Mandikhera

Sr. No.	Types of Services	Requirement
1	Cleaning, Sanitation ,Housekeeping & Horticulture	32
2	Ward Servant/ GDA	40
3	Security Guards (without weapon)	12
4	Dhobi	03
5	Sanitary Supervisor	01
6.	Security Supervisor	01
7.	Mali	02

ANNEXURE-IV**Chairperson cum Civil Surgeon District Health and Family Welfare Society, Mewat,
Health Department, Haryana****CHECK LIST FOR TECHNICAL BID FOR PROVIDING SUPPORT SERVICES.**

Sr. No	Documents asked for	Page number at which document is placed
1.	<i>Bid Security (EMD) of Rs.1,00,000/- (Rupees One Lac only) in the from the FDR/DD/Bank Guarantee issued by any scheduled Commercial Bank in favour of Chairperson- cum- Civil surgeon, District Health & Family Welfare Society, Mewat at Mandikhera valid for 180 days beyond the Tender Validity Period.</i>	
2.	One self attested recent passport size photograph of the authorized person of the firm/agency with name, designation, address and office telephone numbers. If the Bidder is a partnership firm, name designation, address and office telephone numbers of Director/Partners also.	
3.	Undertaking on a Stamp Paper of Rs. 100/- (Rs. One Hundred only) as per format prescribed in Annexure-VI	
4.	Self attested copy of the PAN Card issued by the income Tax Department with copy of income Tax Return for the last three financial years.	
5.	Self attested copy of Service Tax Registration No.	
6.	Self attest copy of valid Registration number of the firm/agency.	
7.	Self attested of Valid Employees Provident Fund Registration Number	
8.	Self attested of valid ESI Registration No.	
9.	Self attested copy of valid License No. under Contract labour (R&A) Act, 1970.	
10.	Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers.	
11.	Annual returns of previous three years supported by audited balance sheet (clause 2 of NIT)	
12.	Any other documents, if required.	

Signature of the Bidder
(Name and address of the Bidder)
Telephone No. _____

ANNEXURE-V**Chairperson cum Civil Surgeon District Health and Family Welfare Society, Mewat,**

Health Department, Haryana

CHECK LIST FOR TECHNICAL EVALUATION OF SUPPORT SERVICES CONTRACT

Sr.No	Information to be provided	To be filled by the Bidder
1.	Annual turnover specified in the tender	Yes/No
2.	Experience certificate of having completed satisfactorily works of similar nature (attached)	Yes/No
3.	Manpower requirement specified.	Yes/No
4.	Material requirements specified.	Yes/No
5.	Methodology of work specified (Work Plan)	Yes/No

Note:- Photocopies of all necessary documents duly self attested must be attached for verification of the information provided.

ANNEXURE-VI

To

(Designation and name of the concerned department)

Name of the Firm/ Agency_____

Name of the tender_____ due date_____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/we before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ ourselves by the said terms and conditions.
3. *I/we abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/we will pay the wages to the personnel deployed as per Minimum Wages Act, as amended by the Labour department of Government from time to time, will also comply with other statutory provisions and shall be fully responsible for any violation. I/we shall provide trained sanitation workers.*
4. I/We do hereby undertake that neat and clean environment of the specified area of the 'Hospital' round the clock shall be ensured by our Agency, as well as any other point considered by our agency. Our Sanitation Service shall be covered under "Fidelity Bond" through Insurance Agency for minimum of three month of service of value. The insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the bidder)

Name and address of the bidder

Telephone No._____

ANNEXURE-VII

FORM OF BANK GUARANTEE FOR BID SECURITY

(Refer Clauses 5.4(a) OF THE NIT)

(To Be Stamped In Accordance With Stamps Act of India)

KNOW ALL MEN by these present that we____
_____(Name and address of Bank), having our registered office at
_____(hereinafter called "the Bank") are bound unto General Hospital, Mewat at Mandikhera
(hereinafter called "the Hospital") in sum of Rs._____ for which payment will and
truly to be made to the said employer, the Bank binds himself, his successors and assigns by these
presents.

WHEREAS_____(Name of the Bidder) (hereinafter called "the Bidder") has
submitted his bid dated _____for providing Sanitation services (hereinafter called "the
Bid").

WHEREAS the bidder is required to furnish a Bank Guarantee for the sum of
Rs._____(Amount in figures and words) as Bid Security against the bidder's offer as
aforesaid.

AND WHEREAS_____(Name of Bank) have at the request of the Bidder, agreed to
give this guarantee as hereinafter contained.

We further agree as follows:-

1. That the 'Hospital' may without affecting this Guarantee Grant time of other to or indulgence
to or negotiate further with the Bidder in regard to the conditions contained in the said tender and
thereby modify these conditions or add thereto any further conditions as may be mutually agreed
upon between the Employer and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in
constitutions of our bank or in the constitution of the Bidder.
3. That this guarantee commences form the date hereof and shall remain in force till:-
 - a. The bidder, in case the bid is accepted by the 'Hospital', executes a formal agreement after
furnishing the Performance Guarantee of a scheduled commercial bank based in India.
 - b. Sixty days after the date of validity or the extended date of validity of the Tender as the
case may be whichever is later.
4. That the expression "the Bidder" and "the Bank" here in used shall, unless such an
interpretation is repugnant to the subject or context, include their respective successors and
assignees.

The conditions of this obligation are:

- i. If the Bidder withdraws his bid during the period of Tender validity specified in the Form of
Tender,

or

- ii. If the Bidder refuses to accept the corrections of errors in his bid; or
- iii. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in Clause 10.3 of the NIT.
- iv. If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- v. If the contract is terminated for the reason that the agency is blacklisted by Union Territory Chandigarh Administration or in any other state Government/ Union Government.

We undertake to pay to the 'Hospital' up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii),(iii) (a), (iii) (b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of witness bank

Signature of Authorized official of the

the official_____

Name of

Designation_____

ID No._____

Name of witness

(stamp/seal of bank)

Address of witness

ANNEXURE-VIII

FORM OF BANK GUARANTEE FOR BID SECURITY

(Refer Clauses 5.4(a) OF THE NIT)

(To Be Stamped In Accordance With Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____(Name of the Bank) (hereinafter called the "Bank") of the one part and General Hospital, Mewat at Mandikhera (hereinafter called "the Hospital") of the other part.
2. WHEREAS the Postgraduate 'Hospital' of Medical Education and Research, Chandigarh has awarded the contract for sanitations services contract for Rs._____(Rs. Rupees in figures and words) hereinafter called the "contract") to M/s _____(Name

of the contractor) (herein after called the "Contractor").

3. AND WHEREAS THE contractor is bound by the said contract to submit to the 'Hospital' a Performance Security for a total amount of Rs._____ (Amount in figures and words).
4. NOW WE the Undersigned **SBI** (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the said bank will guarantee the 'Hospital' the full amount of Rs._____ (Amount in figures and words) as stated above.
5. After the contractor has signed the aforementioned contract with 'Hospital', the bank with 'Hospital', the bank is engaged to pay the 'Hospital', any amount upto and inclusive of the aforementioned full amount upon written order from the 'Hospital' to indemnify the 'Hospital' for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the 'Hospital' immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or Administrative procedures and without it being necessary to prove to the bank the liability or damages resulting shall pay to the 'Hospital' any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of **24 months** from the date of signing.
7. At any time during the period in which this guarantee is still valid, if the 'Hospital' agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the 'Hospital' and at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or the Contractor.
9. The neglect or forbearance of the 'Hospital' in enforcement of payment of any moneys, the payment whereof is intended to be hereof secured or the giving of time by the 'Hospital' for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the Hospital", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee of the _____ day of _____(month)_____ (year) being herewith duly authorized.

For and on behalf of

The_____bank

Signature of Authorized bank official

Name of the official_____

Designation_____

ID No._____

Stamp/seal of the bank

Signed, sealed and delivered for and on behalf of the Bank by the above named _____in the presence of :

Witness-1

Signature_____

Name _____

Address _____

Witness-2

Signature_____

Name _____

Address _____

GENERAL HOSPITAL, MEWAT AT MANDIKIHERA, HEALTH DEPARTMENT, HARYANA

(Refer Clauses 10.3 OF THE NIT)

(To Be Stamped In Accordance With Stamps Act of India)

FORM OF SERVICE AGREEMENT

THIS AGREEMENT is made on this _____ day of _____ 2011, between the Senior Medical Officer, General Hospital _____ (hereinafter referred to as the "Hospital", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/s _____, a company registered under the Companies Act, 1956/a partnership firm constituted between _____ having its place of business or registered office at _____ acting through _____ its Managing Director/Partner (Hereinafter referred to as "Services Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/ the partner (s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be) of the second party.

WHEREAS the Service Provider is engaged in the business of providing Sanitation Services; AND WHEREAS the Service Provider has expressed his keen desire to provide the said services to the Department under this agreement'

AND WHEREAS on the aforesaid representation made by the Service Provider to the 'Hospital', the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSTH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

The Service Provider hereby represents warrants and confirms that the Service Provider:-

- 1.1 has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated further actions (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement;
- 1.2 has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of the agreement and to the satisfaction of the 'Hospital';
- 1.3 shall, on the execution of this agreement and providing services to the 'Hospital', not violate, breach and contravene any conditions of any agreement entered in the any third party/ies;

- 1.4 has complied with and obtained necessary permissions/licenses/authorizations under the Central, State and local authorities and obtained all required permissions/licenses for carrying out its obligations under this agreement.

2. OBLIGATIONS OF THE SERVICE PROVIDER

- a. The Service Provider shall operate and provide services to the Hospital, at its various sites on seven days a week round the clock as per scope of work/ contractor's responsibilities for sanitation and provided in Annexure-II.
- b. The regularity of the performance of the service will be the essence of this agreement and shall form a central factor of this agreement. The Service Provider shall take all possible steps to maintain its performance as determined by the 'Hospital' from time to time.
- c. The assessment made by the Service Provider in the tender including number of personnel of various descriptions as required to provide/give the required quality of services shall be final and acceptable by and binding upon the Service Provider.
- d. If the 'Hospital', notices that the personnel of the Service Provider has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Service Provider who will take corrective steps immediately to avoid recurrence of such incidents and reports to the 'Hospital'.
- e. If any of the personnel of the Service Provider indulges in theft, negligence or any illegal/irregular activity, misconduct, the Service Provider shall take appropriate action against its erring personnel and intimate accordingly to the 'Hospital' or itself can take action in accordance with law.
- f. The Service Provider shall furnish a personal guarantee of its Managing Director/Partner, guaranteeing the due performances by the Service Provider of its obligations under this agreement.

3. TERMS OF PAYMENT

- a. *Fees and charges for the services to be rendered are in 'the letter of offer' clearly define the basis of the payment (as per the Minimum Wages Act 1948, fixed by the labour department of government time to time) to service provider, as agreed to between the parties.*
- b) All payment made by the 'Hospital' shall be after deduction of tax at source wherever applicable as per the provisions of the Income Tax Act,1961.
- c) *The Service Provider, being the employer in relation to persons engaged/ employed by it to provide the services under this agreement shall alone be responsible and liable to pay wages/salaries to such persons which is as per the minimum wages fixed or prescribed under the Minimum Wages Act,1948 (Act XI of 1948) for the category of workers employed by it from time to time or by the State Government and or any authority constituted by or under law. He will observe compliance of all the relevant labour laws.*
- d) The Service Provider will have to produce the register of wages or the register of wages-

cum-muster roll of the proceeding month along with the bill of reimbursement to be submitted by the 10th day of every calendar month for verification to the nominated official of Hospital. The Service Provider shall ensure that payment to his employees is made in the presence of an authorized representative of the Hospital.

4. SUBMISSION AND VERIFICATION OF BILLS

The services provider shall submit on a monthly basis the bills for the services rendered to enable the department to verify and process the same for reimbursement.

5. DISCIPLINE

- a) The Service Provider shall issue identity cards, on its own name and trading style, to its personnel deputed for rendering the said services, which at department's option, would be subject to verification at any time. The 'Hospital' may refuse the entry into its premises to any personnel of the service provider not bearing such identify card or not being perfectly dressed.
- b) The department shall always have the right and liberty to do surprise inspection at its sites.
- c) The services rendered by the service provider under the agreement will be under close supervision, co-ordination and guidance of the department. The services provider shall frame appropriate procedure for taking immediate action as may be advised by the 'Hospital' from time to time.
- d) It is understood between the parties hereto that the service provider alone shall have the right to take disciplinary action against any person (s) to raise any dispute and/or claim whatsoever the 'Hospital'. The 'Hospital' shall under no circumstances be deemed or treated as the employer in respect of any persons engaged/deployed by the Service Provider for any purpose, whatsoever nor would 'Hospital' be liable for any claim (s) whatsoever, or any such person (s).

6. NATURE OF AGREEMENT

The parties hereto have considered and agreed to have a clear understanding on the following aspects:-

- a) This agreement is on the principal to principal basis and does not create and shall not deem to create any employer-employee relationship between the 'Hospital' and the service provider. The service provider shall not by any acts, deeds or otherwise represent any person that the service provider is representing or acting as agent of 'Hospital', except to the extent any purpose permitted herein.
- b) This agreement is for providing the aforementioned services and is not an agreement for supply of contract labour. It is clearly understood by the service provider that the persons employed by the service provider for providing services as mentioned herein, shall be the employees of the service provider only and not of the 'Hospital'. The service provider shall be liable to make payment to its said employees towards their monthly wages/salaries and other statutory dues like employees, Provident Fund, Employees State Insurance, minimum

wages, bonus, gratuity etc.

- c) 'Hospital' shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the service provider's employees/agents directly and/or indirectly, in any manner whatsoever.

7. STATUTORY COMPLIANCES.

- a) Service Provider shall obtain all registration (s) permission (s)/license (s) etc. which are/may be required under any labor or other legislation (s) for providing the services under this agreement.
- b) It shall be the service provider's responsibility to ensure compliance of all the Central and State Government Rules and Regulations with regard to the provisions of the services under this agreement. The Service Provider indemnifies and shall always keep 'Hospital' indemnified against all losses, damages, claims action taken against 'Hospital' by any authority/office in this regard.
- c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the contract Labour (regulation and abolition) Act, 1970, if applicable, for carrying out the purpose of this agreement. The service provider shall further observe and comply with all government laws concerning employment of staff employed by the service provider and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the service provider is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.
- d) The service provider shall give an undertaking by the 22nd of each month in favour of the 'Hospital' that he has complied with all his statutory obligations.

8. ACCOUNT AND RECORDS

- a) The Service provider shall maintain accurate accounts and records, statements of all its operations and expenses in connection with its functions under this agreement in the manner specified by the 'Hospital'.
- b) The service provider shall forthwith upon being required by the 'Hospital', allow 'Hospital' of any of its authorized representatives to inspect, audit or take copies of any records maintained by the service provider. The service provider shall also cooperate in good faith with the 'Hospital' to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from the 'Hospital'. However, upon discovery of any discrepancies or under payment the service provider shall immediately reimburse the 'Hospital' for such discrepancies or overcharge.

9. INDEMNIFICATION

- a) The service provider shall at its own expenses make good any loss or damage suffered by the 'Hospital' as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any time of the premises of the 'Hospital'

or otherwise.

- b) The service provider shall at all times indemnify and keep indemnified that 'Hospital' against any claim on account of disability/death of any of its personnel caused while providing the services within/outside the site or other premises of the 'Hospital' which may be made under the workmen's Compensation Act, 1923 or any other Acts or any other Statutory modifications thereof or otherwise for or in respect of any claim for damage or the worker or the personnel of the Service provider or in respect of any claim, damage or compensation under labour laws or other laws or rules made there under by any person whether in the employment of the Service Provider or not, who provided or provides the service at the site or any other premises of the 'Hospital' shall be as provided hereinbefore.
- c) The Service provider shall at all times indemnify and keep indemnified the 'Hospital' against any claim by any third party for any injury, damage to the property or person of the third party or for any other claims whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Hospital's premises before and after that.
- d) That, if any time, during the operation of this agreement or thereafter the 'Hospital' is made liable in any manner whatsoever by any order, direction or otherwise of any court authority or tribunal, to pay any amounts whatsoever in respect of or to any or present or ex-personnel of the Service Provider or to any third party in any event not restricted but including as mentioned in Sub-clauses No (a), (b) and (c) hereinabove, the Service Provider shall immediately pay to the 'Hospital' all such amounts and costs also and in all such cases/events the decision of the 'Hospital' shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Service Provider.

10. LIABILITIES AND REMEDIES

In the event of failure of the Service Provider to provide the Service or part thereof as mentioned in this agreement for any reason whatsoever, the 'Hospital' shall be entitled to procure services from other sources and the Service Provider shall be liable to pay forthwith to the 'Hospital' the difference of payments made to such other sources, besides damages at double the rate of payment.

11. LOSSES SUFFERED BY SERVICE PROVIDER

The Service Provider shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non performance of services, which it may suffer or otherwise incur by reason of any act of omission, negligence, default or error in judgement on part of itself and/or its personnel in rendering or non-rendering the services under this agreement.

12. TERMS

- a) This agreement shall be effective for a period of One year with effect from _____ up to _____ (Dates will be decided at the time of signing of agreement) and

can be extended further by one year only (total period of two years only) on such terms and conditions as may be deemed fit and proper by the Hospital.

- b) In this agreement work and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract.
- c) The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - i. Letter of acceptance or award of contract;
 - ii. Terms and Conditions;
 - iii. Notice inviting Tender;
 - iv. Price bid/Schedule of quantity;
 - v. Scope of work;
 - vi. Addendums, if any;
 - vii. Any other documents forming part of the contract to Annexure-I to IX.
- d) In consideration of the payments to be made by the 'Hospital' to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and the Laundry and Horticulture services w.e.f. _____ as per the provisions of this Agreement and the tender documents.
- e) The 'Hospital' hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per the provisions of this agreement and the tender documents, the contract price of Rs. _____ (_____) Rupees in words).
- f) Being the sum stated in the letter of acceptance subject to such additions thereto or a deduction there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

13. TERMINATION

a) Either party can terminate this agreement by giving three month's written notice to the other without assigning any reasons and without payment of any compensation thereof. However, the 'Hospital' shall give only a 24 hours notice of termination of this agreement to the Service Provider when there is a major default in compliance of the terms and conditions of this agreement or the Service Provider has failed to comply with the statutory obligations.

b) If Service provider commits breach of any covenant or any clause of this agreement 'Hospital' may send a written notice to Service Provider to rectify such breach within the time limit specified in such notice. In the event Service Provider fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and Service Provider shall be liable to 'Hospital' for losses or damages on account of such breach.

c) The 'Hospital' shall have the right to immediately terminate this agreement if the Service Provider becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection appoints receivers, or enters into an arrangement for the benefit of creditors.

14. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current management structure of the Service Provider. Henceforth, any assignment of this agreement in part or whole, to any third party without the prior written consent of the 'Hospital' shall be a ground for termination of this agreement forthwith.

15. COMPOSITION AND ADDRESS OF SERVICE PROVIDER

- a) The service Provider shall furnish to the 'Hospital' all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Service Provider and proof of its registration with the concerned Government Authorities required for running such a business of Service Provider.
- b) The Service Provider shall always inform the 'Hospital' in writing about any change in its address or the names and addresses of its key personnel. Further, the Service Provider shall not change its ownership without prior approval of the 'Hospital'.

16. SERVICE NOTICES

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

HOSPITAL SERVICE PROVIDER _____

Chairperson- cum- Civil Surgeon,,

District Health & Family Welfare Society. Mewat -----.

17. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Service Provider may have access to confidential information of Hospital and it undertakes that it will not, without Hospital's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 05 years from the date of expiry of this agreement or earlier termination thereof.

18. ENTIRE AGREEMENT

This agreement represents the entire agreement, the parties and supersedes all previous or other writings and understandings, oral or written, and further any modifications to this agreement, if required shall only be made in writing.

19. AMENDMENT/MODIFICATION

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both parties hereto.

20. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

21. CAPTIONS

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

22. WAIVER

At any time any indulgence or concession granted by the 'Hospital' shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the 'Hospital' to enforce at any time, any of the provisions of this agreement or to exercise any option which is herein provide for requiring at any time the performance by the Service Provider of any of the provisions hereof, shall in no way be constructed to be a waiver of such provisions of this agreement nor in any way affect the validity of this agreement or may pert thereof or the right of the 'Hospital' to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

23. FORCE MAJEURE

Neither party shall be in default if a failure to perform any obligation hereunder it is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and government or public authority's demands or requirements.

24. DISPUTE RESOLUTION

This agreement shall be deemed to have been made/executed at district Rewari for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this agreement, the same shall, at first instance, be amicable settled between the parties. If any dispute is not settled amicable, the same shall be referred to the sole arbitrator which would be either Deputy Commissioner/Additional Deputy Commissioner of the concerned district. The award given by the arbitrator shall be final and binding on the parties. The venue of arbitrator shall be district Rewari.

25. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of the **concerned district** Rewari shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

26. TWO COUNTERPARTS

The agreement is made in duplicate. The Service Providers shall return a copy of this agreement duly signed and stamped as a taken of acceptance of all terms and

conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE HOSPITAL AND THE SERVICE PROVIDER ABOVE SAID HAVE HEREONTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENT OF THE FOLLOWING WITNESS.

SIGNED, SEALED AND DELIVERED

WITNESS

1. SIGNATURE:
NAME:
DATE:
DESIGNATION:
TELEPHONE NO.:

SIGNATURE:
NAME:
DATE:
DESIGNATION:
TELEPHONE NO.:

2. SIGNATURE
NAME:
DATE:
DESIGNATION:

For and on behalf of the Civil
Surgeon, Mewat

**SIGNED, SEALED AND DELIVERED
WITNESS**

1. SIGNATURE:
NAME:
DATE:
DESIGNATION:
TELEPHONE NO.:

SIGNATURE:
NAME:
DATE:
DESIGNATION:
TELEPHONE NO.:

2. SIGNATURE
NAME:
DATE:
DESIGNATION:

For and on behalf of the Service
Provider

Quoted Rate in Words

