

All India Institute of Medical Sciences

Veerbhadra Marg, Pashulok,
Rishikesh-249203



Tender document for Housekeeping, Horticulture and Porter Services

AIIMS, Rishikesh

Ref. No.	:	24/Housekeeping/338/2018-Rish(Admn)
Publishing Date	:	23-04-2018 at 9.00 AM
Pre-Bid Meeting	:	09-05-2018 at 3.00 PM
Bid Submission Start Date	:	14-05-2018 at 9.00 AM
Last Date of Bid Submission	:	29-05-2018 at 3.00 PM
Bid Opening	:	30-05-2018 at 3.30 PM

Tender documents may be downloaded from institute's web site www.aiimsrishikesh.edu.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>

TENDER NOTICE

Hospital Nursing Services

AIIMS, Rishikesh, Virbhadr Marg, Rishikesh, Dehradun

Dated: 23-04-2018

1.E-tenders in Two Bids (Technical & Financial) are invited on behalf of the Director, All India Institute of Medical Sciences, Rishikesh from reputed, competent and experienced agencies, for providing **Housekeeping, Horticulture and Porter Services for a period of one year** at AIIMS Rishikesh.

2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

3. The complete bidding process is online. Bidders should be possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. For any assistance for e-bidding process, if required, bidder may contact to the helpdesk at [0135-2462915](tel:0135-2462915).

4. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.

5. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

6. Hard Copy of **original** technical bid along with earnest money deposit and tender fee etc. must be delivered to AIIMS, Rishikesh on or before last date/time of Bid Submission as mentioned above. The bid without EMD and tender fee will be summarily rejected.

7. The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

8. Any future clarification and/or corrigendum(s) shall be communicated through Administrative Officer on the AIIMS, Rishikesh website: www.aiimsrishikesh.edu.in. And other Central Government Procurement Websites (*subject to its access of AIIMS Rishikesh*).The bidders are required to regularly check the website to know about any/all such corrigendum(s) as only these bids, taking care of such corrigendum(s) shall be considered for finalisation of the tender.

9. Bidder should necessarily enclose a covering letter mentioning a summary of applied document with proper numbering. Secondly, bid should also attach a compliance sheet as per specification mentioning that they are complying to all specification or have any variation.

10. The pre bid conference would be held on **09-05-2018 at 03.00 PM** in the office of Tender Opening Room, AIIMS, Rishikesh. All firm's representative who are attending the pre bid meeting, shall produce an authorization letter from their firm on the firm's letter head. They are required to put their query in writing before the committee and submit the same in writing on its letter head.

**Administrative Officer
AIIMS, Rishikesh**

I. GENERAL TERMS & CONDITIONS OF CONTRACT**A. Scope of Work:**

All open and covered area within the Hospital premises of AIIMS, Rishikesh (Including OPD, IPD and Trauma) will be in scope of Hospital Nursing services to be provided by the contractor. Officials of AIIMS Rishikesh will also monitor the entire work and staff.

1. The Agency shall provide Cleaning and Sweeping services by deploying adequately trained and well disciplined personnel who shall clean the different areas of AIIMS, Rishikesh like common area/open area in and around residential complex, buildings, boys and girls hostel, Guest House, VIP Guest House, Medical College Building and Hospital area including following work details:-

All Hostels, Guest House & VIP Guest House	- Complete built-up area.
Residential Buildings	- Common area and common toilets
Medical College buildings	- All rooms, Floors, Labs, common areas, toilets windows & doors
Hospital & OPD Block	- All rooms, floors, toilets common area, cleaning of Hospital generated waste including the patients related waste.
Road	- Entire road including Footpath, parking and other cemented area.
Open Area	- Cleaning of un-cemented (grass grown area) area cutting & shrubs and collection of garbage and tree leaves etc.
Horticulture	Gardening in entire premises including supply of different types of plants, and other material for gardening
Porter Services	Shifting of different types of equipment, household and office furniture from one place to other inside the premises.

2. The Cleaning & Sweeping personnel shall be deployed round the clock in routine as well as when & where required.
3. The Cleaning & Sweeping personnel take regular round of the premises to maintain cleanliness of the campus of this Institute.
4. Covered Trolleys or containers should be used for transportation. Before final disposal/treatment waste should be kept in specified location and in specific liners and containers.
5. The scope includes segregation, collection, storage, transportation within and outside the Hospital until final disposal. All statutory rules and regulations and legal requirements are to be followed at each stage.

B. Eligibility Criteria:

1. The Bidder may be a proprietary firm, Partnership firm, Limited Company, Corporate body legally constituted, empanelled or registered who possess the required licenses, registrations etc as per law valid at least for 12 months from the date of opening of tender.
2. The Bidder shall have at least 5 years experience of providing Cleaning & Sweeping services including two years in a Medical College and Hospital.
3. Having successfully completed works of Housekeeping & Cleaning, in any of the last 03 years as per following criteria:
 - i. One similar works of Rs.1,20,00,000/- or more, in any of the last 03 year

OR

ii. Two similar works, each amounting to not less than Rs. 75,00,000/-, in any of the last 03 year

OR

iii. Three similar works each amounting to not less than Rs.60,00,000/- in any of the last 03 year

4. Proof of financial turnover with a minimum of Rs 2 Crore per year achieved, during last three years duly attested by CA, should be enclosed with technical bid.

Turnover provisions: - (i) The tenderers should submit along with the tender, a photo state copy of the last three years Annual Accounts with Audit certificate by Chartered Accountant, Income Tax returns and a copy of current valid income tax clearance certificate (IT CC), otherwise bidder will not be considered for administrative evaluation (in evaluation of Technical bid) and will be declared **disqualified** in technical evaluation.

(ii) In case of bidder falls under Section 44AD/44ADA/44AE of Income Tax shall be required to submit turnover certificate verified by Chartered Accountant with his Registration number issued by Institute of Chartered Accountants of India.

(iii) In case of supplier is an Indian Agent, the firm can submit copies of purchase orders issued in favour of firm (*As the payment is made through LC directly to foreign manufacturer and equipment payment does not exist in the book of account of the supplier*) in support to its turnover whatever amount is getting short.

(iv) There will be relaxation on turnover on *case to case* basis for **Start-up firms** registered by Government of India under Start-ups scheme as per orders of Ministry of Commerce, Government of India.

5. The bidder should have an office in Rishikesh. If not, an office should be opened in Rishikesh within 30 days of the award of work, and address will be submitted to Administrative Officer AIIMS.

6. There should be no case pending with the police against the Proprietor/Firm/Partner or the Company (Agency) or was punished by any court of law or put in the black list of any organizations. The declaration must be submitted in writing.

7. The bidder shall have the following Registrations and details of the same be provided in the Technical Bid:

(a) PF Registration:

(b) ESI Registration:

(c) Service Tax Registration:

(d) Valid License issued by Regional Labour Commissioner, Govt of India or should give an undertaking that the bidder would obtain it positively within 90 days of the award of the work.

If the bidder fails to obtain the valid license within the stipulated period, for whatsoever reason, this Agreement shall automatically stand terminated and AIIMS, Rishikesh shall be at liberty to forfeit the Security Deposit / EMD of the bidder.

C. Information and Conditions relating to Submission of Bids

1. The initial period of contract shall be for 12 months from the date of award of work subject to review of performance every three months & will be extendable for further 12 months or for few months at the sole discretion of AIIMS Rishikesh after expiry of contract.

2. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.

3. A copy of the terms & conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms & conditions.

4. The bidder shall pay Bid Security (EMD) of Rs 2,50,000/- (Rupees two lakh fifty thousand only) along with the technical bid by FD/CD/TD in favour of "AIIMS, Rishikesh" with validity of six months drawn on any Nationalized Bank/Scheduled Bank and payable at Rishikesh. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.
5. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
6. The successful bidder has to sign the contract in AIIMS within 10 days of the award of work and as a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) will deposit an amount of Rs 5,00,000/- (Rupees Five Lakh only) towards Security Deposit by way of FD/BG/CD/TD in favour of "AIIMS, Rishikesh" drawn on any Nationalized Bank/ Scheduled Bank and payable at Rishikesh.
7. The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference amount between Security Deposit and EMD within **10 (ten)** days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by AIIMS, Rishikesh.
8. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms & conditions of the contract.
9. The bid shall be valid and open for acceptance of the competent authority for a period of 90 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
10. To assist in the analysis, evaluation and computation of the bids, the competent authority, may ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
11. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate after complying with the provisions of Minimum Wages Act. In case two or more agencies are found to have quoted the same lowest rates, the Director, AIIMS, Rishikesh shall decide about the Agency to which the offer shall be granted based on the report on the past performance of the firm, in housekeeping & cleaning work exclusively in Medical College & Hospitals and length of experience etc. Such decision by such authority shall be final.
12. The quoted rates shall not be less than the minimum wages of Govt of India and shall include all statutory obligations. The rate quoted should be consolidated and inclusive of Income Tax, Employer EPF contribution, ESI contribution etc, insurance etc. the successful bidder will have to submit a notarial stamp declaration That he will comply all the exiting rule regarding minimum wages and other statutory obligations.
13. AIIMS, Rishikesh shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of India above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.
14. AIIMS, Rishikesh reserves the right to accept or reject any or all bids without assigning any reasons. AIIMS, Rishikesh also reserves the right to reject any bid which in his opinion is non responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

D. Terms and Conditions:

1. The Cleaning & Sweeping services and provision for the required manpower shall be as initially as follows:-

For AIIMS, Rishikesh (Trauma & Hospital Complex):-

Chief Supervisor	Supervisor	Cleaning/Sweeping Staff	Gardeners	Porters
As per requirement	As per requirement	300	As per requirement	As per requirement
<i>(The required manpower is tentative & may vary)</i>				

However, the above number of the Cleaning & Sweeping personnel is without prejudice to the right of Administrative Officer, at AIIMS, Rishikesh to deploy the Cleaning & Sweeping personnel in any other number or manner considered to be more suitable in the interest of the AIIMS, Rishikesh. The above no. are tentative & can be increase/ decrease at the discretion of Administrative Officer AIIMS.

2. The Agency shall ensure that the Cleaning & Sweeping personnel deputed are preferably, healthy and not more than **40 years** of age. The Agency will get their antecedents, character and conduct verified and polices verification along will have to be submitted to AIIMS.
3. The full particulars of the personnel to be deployed through the Agency including their names & addresses shall be furnished to the Administrative Officer, AIIMS, Rishikesh along with testimonials before they are actually deployed for the job.
4. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the Administrative Officer, at any time without assigning any reason whatsoever.
5. A local representative of Agency shall be In-charge of the Cleaning & Sweeping system and shall be responsible for the efficient rendering of the service under the contract. The Cleaning & Sweeping personal shall be equipped with latest communication systems/mobile. The personnel deployed so, will be employee of the concerning agency & AIIMS in no ways will be responsible for any litigation arising out of it. While working at the premises of AIIMS, Rishikesh, they shall work under directives and guidance of the Administrative Officer and will be answerable to the Administrative Officer. This will, however, not diminish in any way, the Agency's responsibility under contract to the AIIMS, Rishikesh.
6. A senior level representative of the Agency shall visit AIIMS, Rishikesh premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Administrative Officer, AIIMS, Rishikesh, officer dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.
7. The Agency shall ensure that any replacement of the personnel, as required by the Administrative Officer, AIIMS, Rishikesh for any reason specified or otherwise, shall be effected promptly without any additional cost to the AIIMS, Rishikesh. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Administrative Officer, AIIMS, Rishikesh at Agency's own cost.
8. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at AIIMS, Rishikesh site at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition.
9. The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the AIIMS, Rishikesh/ MoH&FW / Govt. of India / any State or any Union Territory.

10. The day-to-day functioning of the services shall be carried out in consultation with and under direction of the Administrative Officer, AIIMS, Rishikesh. Proposals for efficient functioning of the Cleaning & Sweeping systems shall be discussed, considered and implemented from time to time by the agency with approval of Administrative Officer, AIIMS, Rishikesh.
11. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, ESI etc. relating to personnel deployed by it at AIIMS, Rishikesh site or for any accident caused to them and the institute shall **not be liable** to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the Administrative Officer, at AIIMS, Rishikesh for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The Cleaning & Sweeping Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications:-
 - (a) The Payment of Wages Act 1936
 - (b) The Employees Provident Fund Act, 1952
 - (c) The Contract Labor (Regulation) Act, 1970
 - (d) The Employees State Insurance Act, 1948
 - (e) The Employment of Children Act, 1938
 - (f) Minimum Wages Act, 1948
12. The agency shall ensure that Cleaning & Sweeping staff appointed by them is fully loyal-to and assist the Administrative Officer, AIIMS, Rishikesh during normal periods as well as during strike and other emergencies.
13. In case of any loss that might be caused to the AIIMS, Rishikesh due to lapse on the part of the Cleaning & Sweeping personnel discharging Cleaning & Sweeping responsibilities will be borne by the Agency and in this connection, Administrative Officer, AIIMS, Rishikesh shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to AIIMS, Rishikesh besides imposition of penalty. In case of frequent lapses on the part of the Cleaning & Sweeping personnel deployed by the contractor, Administrative Officer, AIIMS, Rishikesh shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
15. In the event of any Cleaning & Sweeping personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
16. As and when Administrative Officer, AIIMS, Rishikesh requires additional Cleaning/Sweeping Staffs on temporary or emergent basis, the agency will depute such Cleaning & Sweeping personnel under the same terms and conditions. For the same, a notice of two days will be given by the Administrative Officer, AIIMS, Rishikesh. Similarly, if the Cleaning & Sweeping personnel deployed by the agency any time are found absent from duty or found engaged in irregular activities, the Administrative Officer, AIIMS, Rishikesh shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract. At first instance of non-compliances, 2% deduction of monthly payment penalty will be imposing. For subsequent incident it will be 5% deduction of monthly payment. If it is found that agency is continuously violating the terms & condition of the contract for more than 03 times, the said contract may be Terminated by forfeiting the Security deposit.
17. The Agency shall arrange to maintain at the Cleaning & Sweeping desk/booth, the daily shift-wise attendance record of the Cleaning & Sweeping personnel deployed by it showing their arrival and departure time. The Agency shall submit the same to the Administrative Officer, AIIMS, Rishikesh daily and also enclose the same with the monthly bill.
18. The Administrative Officer, AIIMS, Rishikesh shall pay the agreed amount on production of monthly bill. No other charges of any kind shall be payable.

19. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
20. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
21. The Cleaning & Sweeping personnel deployed by the Agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the Cleaning & Sweeping desk/booth whenever required and also to write their names in the Attendance Register and mark their arrival and departure by signing in the register.
22. In case of non compliance/non-performance of the services according the terms of the contract, the Administrative Officer, AIIMS, Rishikesh shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the Contract.
23. The Agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The Agency shall fully indemnify AIIMS, Rishikesh against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in AIIMS, Rishikesh premises / facility.
24. The decision of AIIMS, Rishikesh in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
25. In case of any dispute between the Agency and AIIMS, Rishikesh, AIIMS, Rishikesh shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Rishikesh/ Dehradun.
26. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by Deputy Director (Admn.), AIIMS, Rishikesh. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
27. Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
28. An agreement shall be signed with the successful bidder as per specimen enclosed.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between 'Client' (**First Part**) and the 'Agency' (**Second Part**) and any non-compliance shall be deemed as breach of the Contract/Agreement.

II. TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

1. General:

(i) The work will be executed in conformity with the specifications and conditions as laid down in this contract. The work will be inspected by AIIMS, Rishikesh authority and his decision with regard to the acceptability of the work done on each day shall be final and binding.

(ii) Diaries for daily noting the acknowledgement of housekeeping work by the occupants/ in charges of the areas will have to be supplied by the contractor and got filled up by his personnel for verification of the work done.

(iii) A very high standard of services will have to be provided which is desired by this reputed institute .

2. Deployment and Replacement of Personnel

(i) There should be a supervisor for overall control, supervision & coordination with **PTC**. The Supervisor and Chief Supervisor should have experience of at least two years and five years respectively. The name of the Supervisor and Chief Supervisor and copies of certificates of experience should be submitted by the successful bidder before the signing of the contract. Breach of this condition will be a breach of the contract. In case of change in the Supervisor and Chief Supervisor, the new incumbent should possess the required experience, for which necessary certificates are to be produced. A fine of Rs. 200/- per day will be imposed for the period when this condition is not satisfied without prejudice to any other action under the contract.

(ii) The contractor shall have to deploy sufficient number of personnel of various categories to ensure complaint free service.

(iii) If any of the personnel deployed by the contractor is found unacceptable by committee, the contractor shall have to withdraw him/ her within 24 hours from the time of intimation.

(iv) Services will be required on all seven days of the week (including Sundays/ Holidays).

(v) All cleaning & Sweeping should be done minimum twice per day in the area of responsibility and as per requirement/demand by AIIMS, authority.

(vi) The contractor shall prepare weekly duty chart of the personnel engaged one week in advance with a copy to the administrative officer, AIIMS, Rishikesh.

(vii) The contractor shall not change the personnel engaged at random. Any change/ reshuffling of the personnel will be brought to the notice of administrative officer, AIIMS, Rishikesh.

(viii) Cleanliness and hygiene of the personnel employed should be very high. Sick persons will not be taken on duty. The personnel employed by the contractor shall not be suffering from infections/ contagious disease.

(ix) AIIMS, Rishikesh would not undertake any liability on account of leave, wages, or any other obligation or act under any state or Central Government. The contractor will abide by the provisions of Labour Laws and Minimum Wages Act and will be responsible for any dispute in this regard.

(x) The personnel will be employees of the Contractor for all legal and practical purposes.

3. Equipments, tools and tackles are mandatory to be provided to the housekeeping staff by the Contractor. Number can be increased as per requirement but payment will only be done as per Financial Bid:-

4. Uniforms

The personnel will put on proper and distinctive uniform with the logo of the contractor. All the personnel should spot their nameplate prominently on their uniform. The uniform will be supplied by the contractor at his own cost and contractor shall ensure that the personnel on duty at all times are in neat and clean uniform.

5. Identity Cards:

The personnel will have photo identity cards issued by the contractor so that entry is restricted to only legitimate persons to the premises. The police verification for such officials will have to be done before employment in the campus. However AIIMS , Rishikesh at its discretion may allow the contractor to deploy not more than 30% of the total staff, without police verification.

6. Conduct:

(i) The personnel employed by the contractor should be courteous and polite in behaviour towards all the trainee officers and the AIIMS, Rishikesh establishment. The personnel will be bound to observe all instructions issued by Committee concerning general discipline and behaviour.

(ii) Equipment like TV, A/C in hostels/ IQ rooms etc. should not be used by the contractor or his personnel.

(iii) The penalty clause will apply if the personnel engaged are found/ reported to be demanding tips in cash/ kind. This may also lead to cancellation of contract.

(iv) The contractor will ensure that the personnel employed are not loitering in the corridors chewing pan or smoking. The personnel shall not indulge in playing cards, consuming liquor or narcotics or indulging in gossip with any outsider while on duty within the premises of AIIMS, Rishikesh.

(v) The personnel should leave the campus immediately after completion of their job on the campus.

(vi) If any employee's work is not satisfactory, the matter will be reported to the contractor and the contractor shall not deploy such personnel in AIIMS, Rishikesh.

(vii) The personnel will abstain from taking part in any staff union and association activities.

7. Theft:

The contractor shall be responsible for any theft of the items from the rooms or any other area being cleaned. The details of the stolen materials/ stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of committee authorities on this will be final and binding on the contractor.

8. Penalty:

The contractor shall not be paid an amount equal to one day's payment for each day or part thereof, for unsatisfactory work in addition to a penalty of Rs. 200/- per occasion per area as per decision of the committee authority in charge of that area.

9. Complaint Register:

A complaint register will be kept at the reception for registering complaints of the residents/e,ployees of this Institute with regard to any aspect of the service provided by the contractor.

10. Schedule of Submission of Bills:

The contractor shall prefer bills for the actual work done, every month and the bills will be paid within 2 weeks thereafter, by A/c payee cheque, and will be sent to his company address by registered Post or received personally. However, any deterioration in service will not be tolerated on the plea of delay in receipt of payment.

11. Payments:

(i) Payment of bills corresponding to a month will be released only on production of copies of Challans as proof of payment of employer's contribution of EPF and ESI dues of employees of the contractor, employed under this contract, to the appropriate authorities, for the previous month.

(ii) If for any reason work is done for only a part of the month, payment will be made on pro – rata basis for the number of days work has been performed assuming 30 days in a month. This is without prejudice to the penalty to be imposed for contractual defaults.

(iii) The Contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/ Acts

(iv) The agency shall issue EPF passbook and ESI cards within 60 days of the award of work to every job executor and shall apply the code number allotted by the local ESI/EPF authorities. In case of any violation a penalty of Rs. 500/- per day shall be imposed. Agency shall also submit regular EPF number of its employees before the submission of the first bill for reimbursement. The cost of pass books shall be borne by the agency.

(v) In case of any delay in payment to the job executor and arbitrary deductions from their emoluments, the penalty, as under may be imposed upon the service provider:

1st instance – 25% of service charge

2nd instance – 50% of service charge

3rd instance and onwards – Termination of contract on immediate notice. Nonpayment with penalty entails forfeit of security.

12. Deductions:

(i) In case the contractor fails to execute/ perform the assigned works or a part thereof, committee shall be authorized to make suitable deductions as deemed fit by committee from the bills of the contractor and damages will be charged to the extent of loss.

(ii) In case of any unsatisfactory service deduction upto 10% of the amount due during the month will be imposed on the Contractor.

(iii) In case of late attendance/ absence during working hours/ loitering during working hours by any personnel, the Competent Authority reserves the right of reduction of any amount from the bills payable.

13. Information required before deploying personnel:

The Contractor must provide the following information/ documents before employing/ changing personnel for execution of the work in AIIMS, Rishikesh:

(a) Name, address, age & photograph of the personnel to be deployed.

(b) A certificate to the effect that the contractor shall be fully responsible for the conduct & behaviour of the personnel.

(c) Contractor should provide the name & address & telephone No. of Liaison Officer who will maintain liaison with Committee Authorities for day to day matters.

14. Provision for termination/ Extension

The contract will remain valid for one year or the period specified in the letter communicating the acceptance, whichever is earlier, unless terminated earlier by the Authority of AIIMS, Rishikesh. The period of contract can be extended for a further period of one year at the discretion of the AIIMS, Rishikesh. After expiry of the above period the contract will automatically come to an end and no separate notice will be given.

L1 Clause: L1 will be decided on the basis of lowest percentage of per month service charges quoted by the bidder separately in the .pdf format provided.

Note: In case of any dispute regarding award of tender, decision of AIIMS Administration would be final.

I / We hereby accept the terms and Conditions given in the tender

(Signature & Stamp of the bidder)

Note- Please sign each page of document including terms & conditions & tender

Tender for Housekeeping, Horticulture & Porter Services

(To be made on Rs 100.00 Non Judicial Stamp Paper)

DRAFT AGREEMENT FORMAT

This agreement is made at Rishikesh on the _____ day of _____ Two thousand Eighteen between **Director**, All India Institute of Medical Sciences, Rishikesh, **acting through Administrative Officer, AIIMS, Rishikesh, having its office at AIIMS, Virbhadra, Rishikesh-2492013** hereinafter called '**Client**' which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors, legal representatives and assigns) of the **First Part**.

Second Part

M/s _____ having its registered office at -

(Hereinafter called the '**Agency**' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the **Second Part** .

WHEREAS the '**Client**' is desirous to engage the '**Agency**' for providing Cleaning & Sweeping Services for AIIMS, RISHIKESH at Rishikesh on the terms and conditions stated below:

1. The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, ESI, etc relating to Sweeping & Cleaning personnel deployed in AIIMS, RISHIKESH. The '**Client**' shall have no liability in this regard.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at AIIMS, Rishikesh site. The '**Client**' shall have no liability in this regard.
3. Any violation of instruction/agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
4. The contract can be terminated by giving one month notice on either side.
5. In case of non-compliance with the contract, the '**Client**' reserves its right to impose the following penalty after due opportunity of hearing. At first instance of non-compliances, 2% deduction of monthly payment penalty will be impose. For subsequent incident it will be 5% deduction of monthly payment. If it is found that agency is continuously violating the terms & condition of the contract for more than 03 times, the said contract may be Terminated by forfeiting the security Deposit.
6. Security Deposit of an amount of Rs 5,00,000/- (Five Lakh only) (refundable without interest after two months of termination of contract) in the form of FD/CD/TD shall be furnished by the '**Agency**' at the time of signing of the Agreement.
- 7 The '**Agency**' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in AIIMS, RISHIKESH site. and also responsible for fulfillment of all statutory obligations.
- 8 The Cleaning & Sweeping personnel provided by the '**Agency**' will not claim to become the employees of AIIMS, RISHIKESH and there will be no Employee and Employer relationship between the personnel engaged by the '**Agency**' for deployment in AIIMS, RISHIKESH site.

9 There would be no increase in rates payable to the 'Agency' during the contract period except reimbursement of the statutory wages revised by the Central Govt.

10 The 'Agency' also agrees to comply with minimum Terms and Conditions of tender documents and amendments thereto from time to time.

11 Decision of 'Client' in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'.

12 The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise.

13 In case of any dispute between the 'Agency' and 'Client', 'Client' shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Rishikesh/Dehradun.

THIS AGREEMENT will take effect from _____ day of _____ Two thousand Eighteen and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Rishikesh in the presence of the witness:

<p>For and on behalf of the 'Agency'</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>Stamp / Seal of the 'Agency'</p> <p>SIGNED, SEALED AND DELIVERED</p> <p>By the said _____</p> <p>_____ (Name)</p> <p>_____ on behalf of the 'Agency' in presence of</p> <p>Witness _____</p> <p>Name _____</p> <p>Address _____</p> <p>_____</p>	<p>[For and on behalf of the 'AIIMS, Rishikesh</p> <p>Signature of the authorized Official</p> <p>Name of the Official</p> <p>By the said</p> <p>_____ (Name)</p> <p>_____</p> <p>on behalf of the 'AIIMS, Rishikesh in presence of</p> <p>Witness _____</p> <p>Name _____</p> <p>Address _____</p> <p>_____</p>
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Performa for Notarized stamp paper on 100 rupee

To,

The Administrative Officer

AIIMS ,Virbhadr Marg

Rishikesh (D.Dun)

Sir,

1. I,the proprietor of the firm
Hereby declare that the compliance of minimum wages act of government will be followed by me and all types of the statutory obligation will be borne and timely paid by us. In no circumstance will AIIMS Rishikesh be responsible for any infringement of the prevailing rules/regulation.
2. I also declare that our agency/firm had never been convicted and no case is pending with police/court against the proprietor of the firm or agency /company. I also confirm that the said firm/agency has never been black -listed by any organization.

Signature

Name of proprietor.....

Name & Seal of the agencies.....

TENDER DOCUMENT

AIIMS, RISHIKESH invites

TENDER FOR “HOUSEKEEPING, HORTICULTRE & PORTER SERVICES”

(Documents related to Eligibility Criteria)

TECHNICAL BID

(In separate sealed Cover-I super scribed as “Technical Bid”)

1. Name & Address of the Tenderer Organization/Agency with phone number, email etc. <u>and</u> name, address and telephone/mobile number of contact office at Rishikesh.							
2. Experience in the work of providing Cleaning and Sweeping Service. Particulars of experience (Attach certificates, testimonials). This shall cover the details of works of House Keeping & cleaning for last 5 (five) years including two years in a Medical College and Hospital, along with a certificate from the organization where the job was carried out.					In following format ↓		
S. No.	Name of Organization with complete address and telephone numbers to whom services provided	From	To	Detail of Man Power Provided	Total Contract period (in Yr/month)	Total Contract Amount (In Rs.)	Reason for Termination
3. Set-up of your Organization/Agency, clearly indicating details of managerial, supervisory and other staff, also indicate the number of muster roll staff available for performing this service: (a) Is the establishment registered with the Government please give details with document/evidence. (b) Do you have Labor license. Please provide details and attach a copy. (c) Undertaking of the Agency confirming the availability of the adequate Job executor of requisite qualification and experience for deployment in AIIMS, RISHIKESH.							
4. Are you covered by the labour Legislations, such as, ESI, EPF Act etc.							
5. Please give EPF Regn No: ESI Code:							

<p>6. Are you governed by minimum wages rules of the Government of India? If yes, please give details and also furnish the declaration in notarial stamp paper (in annexed performa regarding compliance of minimum wages and others obligations under Labour Legislations such as ESI, EPF Act etc to the person to be employed in AIIMS, Rishikesh.</p>	
<p>7. Please attach copy of last three year Return of Income Tax</p>	
<p>8. Please attach balance sheet (<i>duly certified by Chartered Accountant</i>) for last three (3) years (Annual minimum turnover should not be less than Two Crore)</p>	
<p>9. PAN No. (Please attach copy)</p>	
<p>10. GST No. (Please attach copy)</p>	
<p>11. Trade License No. (Please attach copy)</p>	
<p>12. Service Tax Registration No. (Please attach copy)</p>	
<p>13. Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document with technical bid. Otherwise your tender will be rejected.</p>	
<p>14. Power of Attorney/authorization for signing the bid documents</p>	
<p>15. Please submit a notarized affidavit on Indian Non judicial stamp paper of Rs. 10/- that no case is pending with the police against the Proprietor/firm/partner or the Company (Agency). Indicate any convictions in the past against the Company/firm/partner. Please also declare that proprietor/firm has never been black listed or debarred for participating in tender by any organization.</p>	
<p>16. Details of the FD/TD/CD Rs. 2,50,000/- (Rupees Two lakh Fifty Thousand only) towards of bid security (EMD). FD/TD/CD No: Date: Payable at-</p>	<p>Detail of cost of Tender for Rs. 1180/- (if downloaded from website) DD No. Date: Payable at-</p>

Declaration by the Tenderer:

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.

- Encls:** 1. DD/Pay Order (if tender form is downloaded from the website of this Institute)
 2. FD/TD/CD for EMD.
 3. Terms & Conditions (each page must be signed and sealed)

Place:..... Date:.....	(Signature of Tenderer with seal) Name: Address Phone No (O): Fax No. (O): E-mail:
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Tender Sl.No:

Sign of issuing Authority

Instructions for Online Bid Submission:

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.

- Please note the Number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG Tender No. : formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- The documents being submitted by the bidders would be encrypted using PKI encryption all techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key
- Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid Tender No. : summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk number 0120-4200462, 0120- 4001002.