

## **GENERAL TERM & CONDITIONS OF THE TENDER**

1. Sealed Tenders in prescribed form (ANNEXURE - I, & II) dully filled must be submitted along with Bank Draft. The draft shall be in favour of "Hamdard Institute of Medical Science & Research" amounting Rs.5, 00,000/- as an earnest money Rs.5000/- as Tender Fee latest by 10.07.2024 up to 02:00 P.M. along with Technical Bid.
2. The tender committee will open the tender on 28.06.2024 at 03.00 P.M in presence of interested tenderer/ representatives.
3. The contract is likely to commence from 01.08.2024 and would continue for a period of one year with condition that the initial three months shall be treated as probationary period. On successful completion of the probation period, the contract may be further extended..
4. That on completion of one year, the contract may be further extended on mutually agreeable terms and conditions. The Hamdard Institute of Medical Sciences & Research, however, reserves the right to terminate this initial contract at any time after giving one month notice to the selected tenderer/agency.
5. Tenders not conforming to the prescribed requirements and non-submission of required documents/ copies may be rejected and no correspondence thereof shall be entertained whatsoever.
6. The tender form should be clearly filled legibly or typed. The tenderer should quote the rates & amount tendered by him/them in figure & as well as in words. The tenderer should take care that the rate and amount should be written in such a way that interpretation is not possible. Alterations unless legibly attested by tenderer, shall disqualify the tender. The tender form should be signed by the tenderer himself. Self-Attested copies of the Registration Number of the firm, license no. under Contract Labours Act, Provident Fund Account no. (Allotted by Provident Fund Commissioner), ESI No. (allotted by the E. S. I. Department), GST No. and PAN CARD copy of the Income Tax Clearance Certificate, Satisfactory Performance Certificate issued by the concerned agency/ Organizations, Memorandum of firm and partnership deed if firm is in partnership shall be enclosed.
7.
  - a. No joint venture / consortium is allowed to participate in the Tender Process. Tenderer should submit an undertaking on firm's letter head in this regard.
  - b. Should not have been blacklisted by any Central / State / Govt. agency. Tenderer should submit an undertaking on firm's letter head in this regard.
  - c. Tenderer should enclose certified copy of registration certificate under Employees State Insurance Act and Under Employee Provident Fund Act.
  - d. Certified copy of Income Tax, PAN card No of the party / Agency / Organization to be enclosed.
  - e. Tenderer should submit certificate copy of GST Registration which should be in the name of the Tenderer.
8. The firms are advised to quote inclusive of all administrative/Service Charges as per the format of the financial bid in Annexure - II. The GST component, as applicable, on subject services with HSN/SAC code may also be indicated in the price bid.
9. The bidder may visit the site to see the quantum of work before submitting the bid.
10. No escalation of rates quoted will be allowed during the period of the contract except due to abnormal revision of minimum wages or revised statutory provision. The revision of bills on account of revision of minimum wages will be to the proportion of the amount paid for the wages of the Security Personnel engaged in Security Services out of the total monthly bill.
11. The earnest money will liable to be forfeited, if the tenderer withdraws or amends & derogates from the tender in any respect within the period of validity of the tender.
12. Any Act on the part of the tenderer to influence anybody in Hamdard Institute of Medical Sciences & Research is liable to rejection of his tender.
13. That the contractor shall require to obtain the labour license under the contract labor regulations and abolition Act 1970 from the concern authority within two months from the signing of the agreement and submit duly attested copy to the institute. The contractor shall also require to obtain police verification of all their personals deployed at HIMSR and associated HAHC Hospital.

14. The tenderer should have adequate facilities (infrastructure, qualified and expert manpower) for testing/screening of personnel.
15. The tenderer shall provide holidays, as per rule, to all its personnel and if the security personnel required to work on such days, additional payment must be made to them accordingly in terms of the law. The number of security personnel may increase or decrease as per the check posts approved by the Medical Superintendent in writing.
16. The security personnel deployed by the Contractor will be paid in accordance with the prevailing Minimum Wages as applicable under Semi-Skilled Category, unless expressly stated otherwise. Any communication with respect to the increase or decrease of the security rates shall be expressly communicated to each other by the parties, in writing.
17. That the agency/ contractor staff shall deputed the security personnel as per the direction of the Medical Superintendent or his representative. The personnel deployed by the Contractor shall be under the overall control and supervision of the Security Supervisor of the Contractor.
18. That the Contractor shall deploy 12 marshals (four each shift) for additional supervisory duty, subject to screening by the Security In-Charge or by the Security Supervisor, HIMSR. The marshals shall be deputed to their respected posts as per the instructions of the Security Supervisor, HIMSR. Such marshals deployed for executing supervisory duty shall be paid under Skilled category of the Minimum Wages.
19. The Tenderer should not have default in payment of statutory dues like GST / EPF/ESI/Income Tax etc.
20. That the contractor shall have to produce documentary proof i.e. Voter Card, Aadhar Card etc. in support of identity of the person deployed at Hamdard Institute of Medical Sciences & Research and HAH Centenary Hospital.
21. That Hamdard Institute of Medical Sciences & Research shall have the right to ask the contractor to remove any such person who found not competent and orderly in the discharge of assign work.
22. In case any person engaged by the contractor is found to be inefficient, quarrelsome, infirm, and invalid or found indulging in unlawful or union activities, the contractor will have to replace such person with a suitable substitute at the direction of the competent authority.
23. If any complaint of misbehaviour and misconduct by personnel of the contractor comes into the knowledge of the institute authorities then responsibility for all such activities shall be of the contractor and any loss owing to negligence or mishandling by the personnel employed by the contractor, the contractor shall himself be responsible to make good for the losses so suffered by the Institute.
24. The contractor shall not, at any stage, cause or permit any sort of nuisance in the premises of institute or do anything which may cause unnecessary disturbance or inconvenience to other working there as well as to the general public in the institute premises and near to it.
25. The person deployed by the contractor to perform duty shall wear proper Uniforms as prescribed / desired by Hamdard Institute of Medical Sciences & Research, in clean & tidy conditions, and Identity card for which Hamdard Institute of Medical Sciences & Research shall not pay any extra amount. The contractor shall ensure that their personnel wear the uniform & identity card all time while on duty, failing which a fine of Rs.500/- per person per day shall be deducted from the monthly bill of the contractor.
26. That the agency shall not engage any sub-contractor or transfer the contract to any other person in any manner. If found subletting the contact can be terminated immediately including action as deemed fit by Hamdard Institute of Medical Sciences & Research.
27. That the contractor at his own cost shall maintain appropriate records in reference to deployment of staff, salary payment of ESI & PF etc.
28. That the contractor shall at their own cost, employ/ deploy staff to render aforesaid security services to HIMSR & HAH hospital and the contractor shall be solely responsible for timely payment of their wages / salaries, remuneration and other obligatory dues / benefits under any law for the time being in force, or which may come enforce, during currency of contract. the contractor shall comply the all provisions of applicable labor laws and / or any other acts for which such personnel are subjected to and shall keep Hamdard Institute of Medical Sciences & Research indemnified from all such acts, omissions, faults, breaches and / any claims, payments, loss, demands, injuries, and expenses etc. in connection with such personnel deployed by the contractor. Hamdard Institute of Medical Sciences & Research will not be responsible for such acts, omissions, faults, breaches and / any claims, payments, loss,

- demands, injuries, and expenses etc.
29. That the salaries of the workers should be distributed by the contractor on their own printed vouchers duly signed by the receivers on revenue stamps or remit the same in their bank accounts.
  30. The contractor must ensure that the workers supplied by them are working properly at assigned place as the payment shall be made on the recommendation of head of the department.
  31. In case of any dispute or difference, remain unresolved the matter shall be referred to the Arbitrator appointed by Hamdard Institute of Medical Sciences & Research, The Award of the Arbitrator shall be final and binding on the parties. The jurisdiction shall only at Delhi/New Delhi.
  32. In case of unsatisfactory services by HIMSR/HAHCH by giving two months' notice. The contractor if so desire to terminate the contract will be required to give two months' notice or till institute is able to make alternative arrangements, whichever is later.
  33. The contractor shall not engage the personnel below the age of 18 years. All the personnel deployed by the agency shall be medically fit and their antecedent be verified prior to the deployment in the Institute. The age of Security staff shall be preferably upto 40 years.
  34. If as a result of 'post payment audit' any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the 'Institute' from contractor.
  35. Persons suffering from contagious or infectious disease shall not be employed or permitted to work in HIMSR/HAHCH. HIMSR/HAHCH authorities reserve its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the HIMSR/HAHCH on medical examination of such employees, shall be borne and paid by the bidder/vendor.
  36. The Agency shall file a declaration in the prescribed format (**copy enclosed**) while submitting the tender.

DEAN/Principal  
HIMSR & HAHCH