**NOTICE INVITING TENDER**

Sealed tender in two parts (Technical Bid-A and Financial Bid-B) are invited for cleaning sweeping and sanitary services at Trauma block main building from the experience bidders.

Detailed Advertisement along with Tender document can be downloaded from Institute

website www.bhu.ac.in from------ to ------.The last date of submission of tender document is-----------up to 4.00P.M. Tendershould reach before last date of submission to the office of the Director, IMS, BHU, Varanasi.

Advt. No.: --------------

**TENDER NOTICE**

**Institute Housekeeping & Sanitation Services**

Sealed tenders in two parts (Technical Bid part A- and Financial Bid part- B) are invitedfor the following services:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name ofServices | Tender fee(Rs.) | Date ofavailabilityTenderdocument | Date of receiptof Tender | Openingdate ofTender | Estimatedcontractvalue |
| Cleaning, sweeping and sanitary services, trauma block main building from the experience bidders | Rs.1000/- +5% tax i.e.1050/-(Nonrefundable) | From17-02-2014to 10-03-2014 | 10-03-2014 up to4.00 PM | - | Rs.108 lacs |

**Eligibility of Tenders:**

Experience of three years is similar works i.e. providing the services of Sweeping, cleaning and Sanitation Services in at least 50 bedded Hospitals. The annual turnover of Tenderer should be Rs. 30 lacs per annum for three years in the preceding 5 (five) financial years.

All tender forms duly filled along with tender fee of Rs.1000/- + 5% tax i.e. 1050/- (Non refundable) in the shape of Bank Draft of a Scheduled Bank drawn in favour of Registrar BHU, Varanasi payable at Varanasi must reach the latest by 4.00 PM by 10th March 2014. In this process owing to any postal delay for whatsoever reason, the BHU Varanasi shall not be responsible. Incomplete tender in any respect shall be summarily rejected.

The (Technical bid) shall be opened at 3.00 AM/PM on 12.03.2014 in the presence of the Tenderers or their authorized representative who want to be present there, and in the event of thesaid date being declared, a holiday, it shall be opened at the same place and time on the nextworking day. Those found eligible in the Technical Bid shall be intimated separately regardingopening of the financial bid.

**Tender Forms not accompanied by TENDER FEE, EMD and Technical Bid orFinancial Bid shall summarily be rejected, and technical evaluation of the Tender will notbe done.**

The Director, IMS, BHU, reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

DIRECTOR

**IMPORTANT**

The tenderers are advised to go through the following five sections carefully beforefilling up the Technical Bid (Part-A) and Financial Bid (Part-B).

**Sl.No. Particulars Page no.**

I. Instructions to Tenderer - -----------------

II. General Terms and Conditions - -----------------

for the Successful Tenderer and Performance Indicator

III. Special terms & conditions and scope of work - -----------------

IV. Technical Bid (Part – A) - -----------------

V. Financial Bid (Part – B) - -----------------

**SECTION-I Instructions to Tenderer**

Technical Bid and Financial Bid of tender document must be sealed in two separateenvelopes i.e. Technical Bid should be sealed in envelope “A” and Financial Bid should besealed in envelope “B” separately. Both envelopes “A” & “B” should be placed together in abigger envelope “C” and seal this “C” envelope.Write “Tender for cleaning, sweeping and sanitary services of “Trauma Block” on top of envelope “C”. Sealed Tender shall be addressed to the Director, IMS, BHU, Varanasi. It should be reached on or before ---------upto4.00PM. The tender would be opened on --------at ------AM/ PM. All the tenderers or their authorized representatives are advised to attend theopening of tender at ------- AM/PM on -------- in the O/o Director, IMS, BHU, Varansi. In case of holiday, the tender will be opened on the

next working day at the same time and place. Broadly instructions to tenderers are as follows: ---

a. The tender is non-transferable.

b. The tenderer should be registered as a Society, Firm or Company. Proprietary Firms are

alsoeligible.

c. **Experience**

Experience of three years in similar works i.e. providing the services ofSweeping, cleaning and Sanitation Services in at least 50 beddedHospital .The annual turnover of Tenderer should be Rs. 30 lacs per annum forthree years in the preceding five financial years in the related work.

d. Experience and satisfactory work experience (Completion) certificate issued by head of theinstitution should be annexed with Tender.

e. The tenderer submitting their tender would be deemed to have read and accepted all the

terms and conditions of tender. No verbal or written enquiries shall be entertained in respectof acceptance or rejection of the tender.

f. Only proprietor will sign the tender document in case of a Proprietary Firm.In case of aPartnership firm authorized partner of the firm shall sign the tender documents and attestedcopy of authorization of such partner shall be enclosed with tender.In case of a Company thetender documents shall be affixed with the seal of the company and signed by such person /persons as may be authorized by the articles of associations of the company and/ or aresolution of the board of directors thereof to sign for and on behalf of the company andduly attested copy of the resolution shall be enclosed with tender. The cancellation of anydocument such as power of attorney, partnership deed, etc. shall immediately becommunicated by the Tenderer(s) to the Institute in writing, failing which the Institute shallhave no responsibility or liability of any action, taken on the strength of the said documents.

g. Only Proprietor will sign the Agreement in case of Award of tender to a Proprietary Firm,

however in cases of Partnership Firm/Company only legally authorized person will sign theAgreement.

h. The schedule of rate(s) and quantities should be carefully and properly filled in. All ratesshould be mentioned in words as well as in figures. Please note NO Corrections, alterationsand overwriting in the Financial Bid will be allowed.

i. Subletting of contract is strictly prohibited.

j. All the pages of the tender documents and supporting documents, annexure/enclosures etc.must be numbered serially, signed and stamped by the tenderer and mention the totalnumber of pages on the Technical bid form at Part-A (annexure-I)

k. Only mandatory information and details are required to be provided with the tenderdocument.If the tenderer desires to provide additional information the same may beprovided separately on A-4 size white paper with proper indexing.

l. Irrespective of the number, only those tenderers who successfully qualify in the TechnicalBid will be allowed to participate further in the tendering process.

m. The employees of IMS, BHU or their Family members shall not be eligible to participate in the tender process. For the purposes of this clause family members includes only Parents, Spouse, Sons, Daughters and dependent brothers and Sisters.

n. All letters posted to the successful tenderer on the address given in tender will be considered to have been delivered. Accordingly prospective tenderers are advised to write their full & correct postal address.

o. In the event of withdrawal by a tenderer before the validity of offer, Institute shall have right to forfeit the Earnest Money Deposit (EMD).

**p. TENDER SHALL BE REJECTED IF:---**

(i) Any tender received after the prescribed date and time as given in the NoticeInviting Tender.

(ii) Tenderer fails to enclose Tender Fee.

(iii) Tenderer fails to enclose EMD with Technical Bid Part-A.

(iv) Tenderer fails to submit Tender Fee and EMD on required format as stated inTechnical Bid.

(v) CORRECTION, ALTERATION AND OVERWRITING is found in theFinancial Bid.

(vi) Authenticity of any of the supporting document is found to be fabricated.

(viii) Tenderers try to influence any official of the Institute in any manner.

(ix) Tenderer fails to provide Technical Bid and Financial Bid in separateenvelopes.

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(xi) Tenderer fails to submit the required information/document along with thetender as per the terms and condition of the tender document.

(xii) Tenderer fails to put signature and seal on each page of Technical Bid andFinancial Bid.

(xiii) Tender is found to be incomplete in any respect or sent in unsealed envelope.

(xiv) Tender is found to be conditional.

q. The Institute reserves its right to cancel or reject in full or in part of all tenders receivedwithout assigning any reason in lieu thereof.

**Instruction for Technical Bid**

**r. EARNEST MONEY EMD**

Earnest money deposit of Rs.2.2 lacs (Rs. Two lacs twenty thousand only) valid for three months paid by a Bank Draft of a Scheduled Bank, drawn in favour of Registrar BHU, Varanasi payable at Varanasi to be enclosed withTechnical Bid of the tender. The earnest money will be refunded to unsuccessful bidderswith in three month of finalization of tender. The earnest money may be returned back to the Successful Tenderer, after receipt of Security Deposit before signing of the Agreement. EMD in any other format is not acceptable.

s. Tenderer should furnish the balance sheets for three financial years duly certified by the chartered accountant showing turnover of the business as stipulated in the tender document.

t. Duly self-attested Copy of PAN/TAN/TIN as applicable is required to be submitted.

u. An affidavit duly certified by a Notary that the firm or proprietary concerned or companyhave never been blacklisted (On given format at Part – A at Annexure –II).

v. An affidavit duly certified by a Notary that there is no ongoing criminal case/vigilance enquiry/labour disputes against the firm/ Partners/ proprietor/ Director of the company and he/she has never been convicted or punished by any Hon’ble Court of Law. (On given format at annexure – III)

**Instruction for Financial Bid**

The tenderer should quote in figures as well as in words the amount tendered.

x. CORRECTION,ALTERATION AND OVERWRITINGin the Financial Bid should be avoided.

y. The tenderer should ensure that the amounts are written in such a way so thatinterpolation is not possible. No blank spaces should be left.

z. Tenderer to submit recent minimum wages order issued by labour department, asapplicable on the date of submission of tender, if man power is stated in the document.

z (a). The tenderer quoting rates below admissible/applicable minimum wages of themanpower approved by labour department stated in the document will not be considered.

**SECTION-II.**

**GENERAL TERMS AND CONDITIONS FOR SUCCESSFUL TENDERER**

**AND PERFORMANCE INDICATOR**

a. Only Proprietor will sign the Agreement in case of Award of tender to a Proprietary Firm,however in cases of Partnership/Company only legally authorized person will sign theAgreement.

b. The Successful bidder will have to abide by the minimum wages Act and all other relevant and applicable statuary labour and other labour rules and regulation in the state at Uttar Pradesh. The agency will comply with regulation of concerned statutory authority or any obligation imposed upon him by the said authority as applicable under any law.

2. **THE SUCCESSFUL TENDERER DELIVERABLES.**

a. The Successful Tenderer shall be responsible for providing Services in the designatedarea during the time in the day as specified for particular area.

b. The Services shall be provided through qualified and experienced personnel for particularservice.

c. The Successful Tenderer shall present details of personnel through which the Serviceswill be rendered by Successful Tenderer before the Institute or committee identified byInstitute for the purposes to assess the suitability of personnel of Successful Tenderer.

d. The Successful bidder will have to abide by the minimum wages Act and all other relevant and applicable statuary labour and other labour rules and regulation in the state at Uttar Pradesh. The agency will comply with regulation of concerned statutory authority or any obligation imposed upon him by the said authority as applicable under any law.

e. The Successful Tenderer shall be responsible for issuing the identity card with name andaddress only with employer name printed on the card to the personnel engaged forproviding the Services.

f. All personnel deployed for the Services while on duty shall wear the uniform as specified

by the Institute.

g. Whenever and wherever the Services are disrupted because of absenteeism of humanresource, the Successful Tenderer should have the backup plan and human resource toavoid any disruption in the Services.

3. **Performance indicator-** The performance shall be judged by the task performed in qualitative and quantitative manner. The behavior , inter personnel relations, response etc shall also be performance indicators.

4. **RESPONSIBILITIES OF THE SUCCESSFUL TENDERER:**

a. The Successful Tenderer shall be liable to provide the Services. The Successful Tenderer shall be liable to provide such Services on all working days/shifts and even on holidays.

b. Apart from providing the aforesaid Services, as and when called for, the Successfultenderer shall be liable to discharge any other duties which in the opinion of the Institute are within the scope of work of the Successful Tenderer and the Successful Tenderer shall carry out such duties with diligence and care.

c. The Successful Tenderer shall be liable to provide speedy and competent services as per

the performance benchmark and shall also be liable to deploy the required number ofpersonnel to this effect.

d. The personnel engaged or to be engaged by Successful Tenderer shall be employees ofthe Successful Tenderer and there shall not be any employer relationship with the Trauma centre. In any case Successful Tenderer shall be solely responsible for their affairs and will be under obligation to comply with the statutory obligations such as EPF, service tax, ESIC etc. as and when applicable. These personnel shall have no claim whatsoever, as employees of the Trauma centre. In the event any such claims made by the personnel of the Successful Tenderer on the Trauma Centre, the successful Tenderer shall be wholly responsible and successful Tenderer shall indemnify the Institute against any such claims, either monetary or otherwise.

e. Successful Tenderer shall be fully responsible for any accident or mishap involving personnel engaged by him and any claim made on this part will be paid by the successful

Tenderer. The successful tenderer shall indemnify the Trauma centre from any claims arising out of accidents or mishaps, disabilities of any nature or death, or arising out of provisions under law or of any other nature in respect of all workers engaged by successful Tenderer.

f. In case the successful tenderer fails in fulfilling the obligations fully and in time, the Institute shall have the absolute right to take up the work at the successful Tenderer’s cost and risk and recover all such expenses from the amounts due to the successful tenderer including their Security Deposit.

g. The successful tenderer will be required to post suitable and experienced personnel asmay be needed to supervise and guide the personnel for proper completion of the work/services as per direction of the Nodal Officer or Department nominated by Institute. The successful tenderer will undertake the guarantee of their character and also that no criminal case is ongoing against any of the personnel and supervisors as and when they are employed by him.

h. The successful tenderer will have to abide by the Minimum Wages Act-1948 and the rates of minimum wages payable to these unskilled workers will be as per minimum wages act of 1948 of Government of India, Ministry of Labour and Employment, Office

of Deputy Chief Labour Commissioner (Central) Kanpur as applicable in at CDRI Lucknow. The increase in wages shall be applicable as per the Government order issued in this regard from time to time and paid accordingly.

The successful tenderer shall comply with regulation of any statutory authority on anyobligation imposed upon him by the authorities or applicable under any law as a result of establishing and running the services and indemnify the services under the Agreement to be executed between Institute and successful tenderer and shall indemnify the Institute and its officers/employees from any claim or consequences/damages for any lapse or noncompliance thereof. The successful tenderer and his assistants and personnel shall be liable to be dealt suitably in the event of infringement of any law. Any liability arising on the Trauma Centre shall be deducted from the bills of the successful tenderer and the full amount shall be recovered from the security deposit and subsequent monthly bills of the successful tenderer.

i. The successful tenderer shall be responsible for the conduct of his personnel and in case of any complaint against any staff; the successful tenderer shall be under obligation to suitably punish such personnel when instructed orally or in writing by the Nodal Officer.

The successful tenderer shall observe all the laws and shall be responsible for any prosecution or liability arising from breach of any of those laws. The BHU shall not be held accountable and responsible on this head with regard to staff on the rolls of the successful tenderer whatsoever.

5. **CONSIDERATION/ COMPENSATION:**

a. The successful tenderer shall submit monthly bill by 5th of every months to the Institute for the services rendered by the successful tenderer in preceding month.

b. The successful tenderer shall submit bills complete in all respect by 5th of every month, subject to any clarification, dispute and difference, the Institute agrees to settle the bills raised by the successful tenderer within 10 days from the date of receipt of bills.

c. The successful tenderer would also fully indemnify any legal and financial liabilities bestowed upon the Institute in respect to the personnel employed/deputed under the Agreement to be executed between Institute and successful tenderer.

d. The successful tenderer shall abide by and follow all the labour and other laws enforced

from time to time in respect of his staff. The Institute will in no way be responsible for any liability or claim of the personnel employed by the successful tenderer. Institute shall be indemnified from any dispute/claim arising out of the work done under the contract by the successful tenderer. The successful tenderer shall be fully responsible for payment of compensations arising out of accident etc. to their personnel or outside agency deployed by them for fulfilment of the contract. The successful tenderer will make full arrangement for safety and security of all such staff.

e. If at any later date, it is found that the information, documents and certificates submittedby the Successful Tenderer/Contractor are wrong/forged/fake/false or manipulated, tender/Contract shall be cancelled and EMD/Security deposit with the Institute shall be forfeited without any claim whatsoever against the Institute. If at any time it is also found

that any type of liability/ responsibility fixed on the Institute or its employees by anyGovernment or local bodies regarding the tender/contract, the total responsibility will have to be borne by the Tenderer/Contractor.

**6. COMPLIANCE OF LABOUR LAWS:**

a. The successful tenderer shall comply with all the statues pertaining to Labour Laws which is in force at present or which may come into force in future.

b. The successful tenderer shall agree to maintain employment records in respect of its personnel as required under various Labour Statues, such as attendance register, wage register, bonus register and leave register etc. If successful tenderer engages 20 or more personnel in the Institute premises, the successful tenderer shall immediately obtain required license under the provision of the Contract Labour (Regulation and Abolition) Act, 1970.

c. It will be the sole responsibility of the successful tenderer to abide by the provisions of all Labour Laws applicable to the workers engaged by him for performance of the contract.

7. **CONTROL & SUPERVISION OF SUCCESSFUL TENDERER’S**

**PERSONNEL**

a. The Successful Tenderer shall agree that the tenderer in person or through the supervisors shall supervise and control the working of all the personnel engaged by him for the purpose of carrying out the obligations under the contract and shall be fully responsible for maintaining discipline, peace, good behaviour, appearance of its personnel deployed in the Institute’s premises.

b. In the event of the work carried out by the successful tenderer or its personnel is not found satisfactory, the successful tenderer upon advice from the Institute shall immediately take necessary steps so as to provide prompt and effective services, as per agreed terms.

c. The Successful Tenderer shall ensure that the personnel engaged by them shall remain on the premises of the Institute as per timings indicated by the Institute. However, prior permission will have to be obtained by Successful Tenderer/its supervisors from the Institute in the event of successful tenderer/its personnel being required to remain on the Institute’s premises beyond the aforesaid stipulated time and/or on Sundays and fixed Public Holidays for any reasons whatsoever.

8. **DAMAGES TO PERSON & PROPERTY –**

a. The Successful Tenderer shall ensure at its cost that all its personnel deployed in the Institute premises, against all accidents, (fatal or otherwise) or injuries that may be suffered by them and all claims arising there from shall be dealt with by the successful tenderer directly.

b. The successful tenderer shall ensure that the Institute shall in no way be held responsible or liable to meet any claim of the personnel by the successful tenderer against any accident and injury etc. suffered by the personnel of successful tenderer.

c. The successful tenderer shall indemnify the Institute at all times against all claims for compensation under the provision of any law for the time being in force or in respect ofany personnel employed by the Successful Tenderer in carrying out the contract and against all costs and expenditures incurred by the Institute in connection therewith.

d. The Institute shall be entitled to deduct any amount due for such claims including costs and expenses in connection with such claim from the money payable by way of consideration as aforesaid.

e. If in the course of execution of the contract by the Successful Tenderer any damage is caused by the Successful Tenderer or its personnel deployed in the Institute’s premises to persons and property of the Institute, the Successful Tenderer shall be liable for the same and indemnify the Institute for such damages. Successful Tenderer shall also render all assistance and cooperation to the Institute with a joint inquiry thereon.

f. In case of any lapse default and negligence, fraud etc. on the part of the Successful Tenderer or its personnel deployed in the Institute’s premises, due to which the Institute suffered any loss, the Successful Tenderer shall be responsible to indemnity the loss and damages to the Institute. However, Institute will be at liberty to recover such losses from him.

g. The Successful Tenderer shall indemnify the BHU against any action, proceedings,claims or demands of any persons(s), or its personnel made against the Institute in respect of Services. The Successful Tenderer shall also indemnify the Institute for any commission or omission or default on the part of the Successful Tenderer, its personnel oragents which the Institute may have to pay, incur or sustain by any reasons of any such action, proceedings, claims or demands or otherwise in relation thereto.

9. **Miscellaneous Liability/Responsibility:**

a. The Successful Tenderer shall not divulge any confidential information and shall ensure that he has been granted license by the Institute to enter the premises only for the purpose of carrying out the contractual obligations and not for any other reasons and purpose. It is specifically made clear to the Successful Tenderer that such license is valid only during the subsistence of the contract and such license shall not be construed to confirm any right on the Successful Tenderer and or for its personnel, including the right to tenancy, sub-tenancy etc.

b. Any financial liability arising to the Institute under the contract shall be deducted from the bills of the Successful Tenderer and if the full amount is not recovered then the same shall be recovered from the security money of the Successful Tenderer.

c. The Successful Tenderer and their staff/personnel shall follow the instructions/directions/orders/rules and regulations of the Institute in force or as amended from time-to-time by the competent authority of the Institute or officer nominated by theInstitute or Nodal officer of the Institute. The Successful Tenderer on the direction ofInstitute will be under obligation to change the personal immediately.

d. The Director of the Institute or any officer authorized by the Institute may review or ascertain and enforce due and proper observance of the laws and rules and regulations. The officer so authorized by the Institute or the Director of Institute may investigate into any complaint regarding default in terms and conditions of Tender/Agreement committed by the Successful Tenderer.

e. No party shall be allowed to be represented by legal expert during any investigation, enquiry, appeal or any other proceeding by or before any officer of the Institute against the Successful Tenderer.

f. The Successful Tenderer shall follow the employment reservation law/order as applicable in Uttar Pradesh.

10. **VALIDITY OF TENDER: -**

The initial validity of the offer is 90 days from the date of opening of the technical bid. On the request of the Institute the Successful Tenderer shall increase the validity period subject to maximum of 90 days.

11.**COMMENCEMENT OF WORK:-**

The Successful Tenderer is required to sign the Agreement and start the work sd given in the tender acceptance letter. In case it is found that the work has not been taken up on due date of signing the Agreement, the Institute at its sole discretion may cancel the same and forfeit the earnest money deposit or Security Deposit, as the case may be.

12. **PERIOD OF CONTRACT AND ITS RENEWAL:-**

The contract will be awarded for a period of three years from the date of execution of Agreement. However the agreement can be extended further for 2 years on written request by the agency and accepted by the IMS authority. However, the successful tenderer has to continue the work till the time new arrangement is made by the Institute; otherwise the Institute will forfeit the Security Deposit.

13. **PAYMENT**:-

Payment shall be released against submission of monthly bills in duplicate by the Successful Tenderer for satisfactory performance of work, which shall be certified by the officer designated by the Institute for the said purpose.

14. **TAXEX AND DUTIES:-**

(i) TDS like VAT, Turnover tax**, I**ncome tax etc. and other statutory levies asapplicable from time to time will be deducted from the bills of the Successful Tenderer.

(ii) Service Tax levied by the Central Government shall be paid on actuals by the Institute subject to the production of document are evidence for the same by the Successful Tenderer.

15. **SECURITY DEPOSIT: -**

5% of the contract value shall be submitted by the Successful Tenderer as security deposit in the form of Bank Guarantee/ FDR of any Scheduled Bank in favour of Registrar, BHU, Varanasi within 15 (Fifteen) days from the date of award of bid by the Institute and in addition 5% security deposit shall be deducted from each monthly bills. The security deposit shall be refunded after six monthsexpiry of the contract or its termination, whichever is earlier as the case may be, after adjustment of all dues of the Institute for damages of any kind if any. The BHU shall be entitled to claim/adjust any due amount from the said Security Deposit. The SD shall be released 3 months after completion of the work

16. **TERMINATION OF AGREEMENT:**

After giving opportunity of being heard to the Successful Tenderer, BHU may

terminate/cancel the Agreement on the following grounds:-

I. Breach of any or all terms and conditions of the Agreement.

II. Non-performance or unsatisfactory performance of work executed by the Successful Tenderer.

III. If at any time document or information furnished with tender is found forged or fabricated during the subsistence of the contract.

IV. The Successful Tenderer fails to maintain adequate records of its activities and refuses access to the Institute to such records.

V. The Successful Tenderer submits to the Institute materially false or incorrect reports.

VI. The Successful Tenderer fails to observe agreed service standards or fails to provide Services in conformity with Institute instructions or procedures.

VII. The Successful Tenderer goes into liquidation or is wound up or dissolutions proceedings are initiated.

VIII. If liquidator or receiver is appointed to take possession of undertaking, business or assets of Successful Tenderer.

XI. Notwithstanding to any provision of the contract, if the contract is terminated by the BHU, and the BHU has to award the work to other party on higher rate, the Successful Tenderer has to compensate the difference of cost for entire remaining period of contract to the Institute.

17. **ASSIGNMENT –**

Successful Tenderer shall have no right to assign, transfer or sublet the Contract arising out of this Tender.

18. **GOVERNING LAW -**

The law of India shall apply to the Contract arising out of Tender.

**The Courts of Varanasi shall have exclusive jurisdiction in all matters arising out of the contract.**

19. **ACTS OF GOD & OTHERS –**

Neither party of the Agreement shall be responsible for any delay in performance of any terms and conditions hereunder to the extent delay is caused by fire, explosion, war, act of God or any other cause beyond their control.

20. **SETTLEMENT OF DISPUTE AND ARBITRATION:-**

(i) In the event of any dispute or difference between the parties relating or concerning to the interpretation of the contract or any alleged breach thereof or any matter relating to the contract, the same shall be settled by the parties as far as possible by mutual discussions and consultation between themselves. The dispute shall be so settled whether the same has arisen during the subsistence of the contract or thereafter.

(ii) In the event of any dispute or differences arising in connection with theAgreement whether during the subsistence of the contract or thereafter not being settled in aforesaid manner, the matter shall be referred to The Vice Chancellor, BHU, Varanasi whose decision shall be final and binding on the parties. The proceedings before the arbitrator would be governed by the provisions of the ARBITRATION AND CONCILIATION ACT, 1996. Place of arbitration shall be Varanasi.

(iii) During the proceedings of any in house investigation or inquiry it shall not be open to either of the parties to be represented through a lawyer.

22. **SPECIAL CONDITION: –**Notwithstanding anything contained in this Tender Document, Special Terms and Conditions mentioned in Section-III shall prevail over the General Terms and Conditions mentioned in Section-II of this Tender Document.

23. **STAMP DUTY:-**

Stamp duty leviable on Agreement shall be borne by the Successful tenderer.

**SPECIAL TERMS AND CONDITIONS AND SCOPE OF WORK**

**PERFORMANCE INDICATOR**

The escalation in labour rates, government tax and levies will be applicable during the currency of contract. The increase/decrease in material cost shall be considered after one year of contract on the basis of RBI/ WPI price index on the request of successful tenderer subject to satisfactory performance during the currency of contract. The work of successful tenderer will be inspected by Director/Medical Superintendent/Nodal officer. The successful tenderer will personally contact the Director /Medical Superintendent or Nodal Officer at least once in a week. Being a Hospital having patient care activities, the work is multipurpose in nature and workers will have to carry out different tasks.

**A) Cleaning Material and Equipments**

i) All sanitary material like disinfectants, deodorants, detergents, pesticides antiseptics, Glass Cleaning & floor Polishing material, and Naphthalene balls, liquid soap, bars, brooms, dusters, mops etc as shown in schedule C and any other material required for the work and as directed by the Nodal Officerwill be supplied by the tenderer. All cleaning materials as for as possible should be of ISI/BIS approved standards and specifications. The liquid materials will be provided insealed containers only.

ii) Sanitation materials will be delivered to the institute by 5th of every month and distributed to all the areas or delivered at the store as per the instruction of nodal officer. The tenderer will submit the proof of material distributed/Delivered as per financial bid Part-B (Annexure VII).

iii) Tenderer shall have following automatic cleaning equipments for carrying out the mechanical cleaning in the hospital and Institute. The successful tenderer shall have to make all these equipment physically available in the hospital before starting the work and these should always remain in working condition

during the period of contract. Mechanical cleaning (sweeping, scrubbing;mopping) will be carried out every 04 hours in the corridors and halls etc.

(a) Industrial Vacuum cleaners (wet and dry) -02 Number each.

(b) Shoulder Mounted (Back Pack) Vacuum Cleaner -02 Number.

(c) Automatic Scrubbers Dryers (Walk behind/ Ride on) - 02 Number.

(d) Dual Speed Single Disc Floor Cleaning Machines - 02 Number.

(e) Sweepers (Push on/ Ride on) - 02 Number.

(f) High Pressure Jet Cleaner (Hot and cold water) - 02 Number.

(g) Carpet Cleaning Machine - 02Number.

(h) Covered garbage trolley -02 Number.

iv) The detail of tools, gadgets etc which are required to maintain the cleanliness of optimum level in the hospital are as under.

I. Dry/Damp/Disinfection mopping system.

II. Window washer cloth blade and clip scrapper and window squeegees.

III. Arka/ Morgan/ Vega Trolleys system.

IV. Gemini 15 liters bucket wet mopping system

V. Wet floor signs

VI. Baggy Dust Pans with Aluminum Handle and Cover

VII. Telescopic Poles and handle.

VIII. Plastic floor squeegees, hand pad with holders. (Wiper)

IX. Cobweb brushes and scrapper blades (Various Lengths).

v) The successful tenderer will also have other tools, apparatus like Axe,bamboo’s, baskets, buckets, bins, basin and cloth brushes, carts, crow bar,cutters, drums, garbage bags, hammers, packing material (Jute twine andnylon sutli etc.), covered rickshaw trolleys, sledges & wedges, shovels,scrappers, safety gears, wheel barrows, vans, , spades, , step ladders**,**scourer**,** fawra, sahbat, panja, genti, , tasala large, palli, and any other toolas required and as directed by the Institute. The segregated hospital waste in color coded waste bags to be provided by the Institute will be collected from the source of generation from all the departments, wards, operation theatres,etc. and transported by the worker of the tenderer in covered trolley within hospital to the waste disposal site.

vi) The quantity of materials to be used in a month and year is to be assessed by the IMS, BHU, Varanasi. In the tender, only unit rate of each item has been invited. The actual quantity shall be work out later and intimated to the successful bidder. But bidder should be quote reasonable rates based on prevailing market rates. The rates shall be valid for any quantity. Nothing extra shall be paid except annual price variation based on WPI. No claim shall be entertained on this ground. The material to be used in the Trauma Centre shall be approved by The Director/OSD before supply. The quantity of cleaning material can increase or decrease as per the need of the Institute. The Institute will make the payment only for the material supplied as stated in the tender document. The tenderer will have to submit the receipt of delivery of monthly material mentioned in the contract agreement with the bill for release of payment. The payment as per tender approved rates will be made for the additional quantity requested by the Institute.

vii) The tenderer will have to have the safety equipment like safety belts, helmets, headlamps, gas masks, chlorine mask, personnel protective equipment (shoes and goggles) for the safety of the on duty workers.

**B) Manpower**

i) Manpower shown in schedule A is the required minimum/specified number of manpower for round the clock duty (24x365). The successful tenderer has to provide the reliever extra for adjustment of weekly off and other holidays as entitled by the workers as per the law for which separate wages will be Payable to the successful tender. The Number of man power requirement given in Annexure-A is an estimate based on general requirement. The actual requirement may vary in course of time. The IMS, BHU, Varanasi may order for more number of personal for which the payment shall be done at the quoted rates. It will be the responsibility of the successful tenderer to keep these are as neat and clean round the clock even during non working hours on Sundays and holidays. Therefore, successful tenderers are directed to read the conditions carefully and quote the rate accordingly.

ii) In future, whenever any new area is activated or there is need of additional manpower on regular basis or temporarily for a limited period, the tenderer will be under obligation to provide the same and the wages and material charges will be paid as per the provisions of contract.

1. The successful tenders will be obligation not to deploy such workers against whom criminal case is pending in police/any court of law. The tenderer will be under obligation to transfer the workers as and when instructed to do so.

iv) The Successful tenderer shall follow the employment reservation rules as applicable under the U.P. Govt. rules.

v) The successful tenderer & his staff shall follow the instructions of the Institute in force and instructions issued from time-to-time. Institute will be free to take

suitable action against the successful tenderer for violating the same.

vi) The successful tenderer shall be personally responsible for the conduct of his staff and in case of any complaint against any staff, successful tenderer will be under obligation to take action against the worker when instructed orally or

written by Director, IMS, BHU, or NodalOfficer.

vii) The successful tenderer shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The Institute will not be responsible with regard to staff on the rolls of the successful tenderer whatsoever.

viii) The successful tenderer will post his managerial staff to receive and manage complaints & instructions.

**C) Penalties**

1. Any financial liability arising to the BHU under this contract shall be deducted from the bills of the successful tenderer and if the full amount is not recovered then the same shall be recovered from the security money of the successful tenderer. There would be no liabilities of any kind on the Institute towards the workers of the successful tenderer.

ii) Time is the essence of this contract. In case the successful tenderer fails in fulfilling the obligations fully and in time, the Institute shall have the absolute right to take up the work at the successful tenderer’s cost and risk and recover any and all such expenses from the amounts due to the successful tenderer including Security Deposit.

iii) In case of default a suitable fine /financial penalty for each such default will be

as follows:-

**(a) Absence/shortage of workers in a day** - Double of one day wage per person.

**(b) Delay in supply of sanitation material by stipulated date**- Rs. 500.00 per day.

**(c) Lapse / complaint in work performance**- Rs. 500.00 per occurrence per day may be levied on the successful tenderer.

iv) In the event of the successful tenderer failing to execute the sanitary work under thecontract in whole or in part on any given day, a fine / penalty of Rs. 500.00(Rs. five hundred) per day will be imposed. An alternative arrangement made by the Institute will be totally at the cost & risk of successful tenderer besides imposing penalty and fine.

v) The successful tenderer will issue identity cards / name badges at his own expense to his workers / staff within one month of taking over. If any worker is found without identity card / badge, the successful tenderer will be fined Rs. 100.00 per day.

vi) The successful tenderer will provide the protective gear or uniform (Male- Pant,Shirts, Sweater, Female- Dhoti, Blouse, petticoat and Sweater) as decided by the Institute to all his workers at his own expenses within one month of execution of contract, failing which a fine of Rs. 500.00 (Rs. Five hundred only) per day will be imposed on the successful tenderer.

vii) The workers should always be in uniform provided by the successful tenderer to the worker. It will be strictly monitored and a fine of minimum Rs. 100/= (One hundred) per day/person shall be imposed on successful tenderer if any worker is found without uniform after one month of commencement of the contract. The tenderer will ensure that worker without uniform are not deployed on duty.

**D) WORK SCHEDULE (THE GUIDE LINES OF CLEANING PROCESS ARE ASUNDER):-**

In brief the job is to keep the buildings under contractneat, clean, tidy round the clock and keep them in optimum hygienic & sanitaryconditions of high standard as required for super specialty medical Institute/Hospitaland its campus.

The successful tenderer shall be responsible for toilet fixtures handed over at the time of starting the contract. Tocontrol the pilferage, the successful tenderer shall deploy the personnel accordinglyfor the cleaning of the toilets in the ward-block and OPD etc of the Trauma Centre complex.

No exception is to be made based on the gender of the worker.

**a) DAILY:**

i) Proper cleaning, sweeping & mopping of floors, walls, railings, corridors & lifts,staircases etc. covering the entire constructed areas, no betel stains or cob websetc. should be visible anywhere in the hospital.

ii) Cleaning of Ashtrays, Waste paper baskets, Sanitation bin & Spittoon and disposingof garbage and Bio-Medical waste (Two to Three times in a day) to waste disposalarea.

iii) Dusting of Office furniture, Almirahs, Cupboards, Phones, Partition walls, DoorsWindows, Notice Boards, Flower Vases & other pieces of decoration etc.

iv) The successful tenderer will be responsible for segregation, transportation of wastefrom the patient treatment area to waste disposal areas in close trolleys.

v) Toilets & urinals including floors to be cleaned regularly after every two hoursthroughout the day with disinfectant & porcelain fixtures to be cleaned with Vim/acid.

vi) To spray the area with room fresheners as and when required.

vii) To attend, clean and remove choking of toilet drains including CI pipes, sanitaryfixtures, main holes of bathrooms and toilets.

viii) To clean the floor and wall tiles, marble, Mosaic surfaces and window paneswherever required or as instructed by the nodal officer.

ix) Thorough cleaning of O.T. as advised by the OT supervisor.

ix) Cleaning has to be ensured 1/2 hour before the working hours of the concernedDepartment.

x) Sweeping and scrubbing of floors with automatic machines and cleaning of hospitaltoilets with high pressure water jets.

xi) Giving of urinals and bed pans to the patients on demand.

xii) Carry out the orders of Doctors and nurses and other officers of the centre.

**b) WEEKLY:**

i) Cleaning of Carpets, Curtains, pictures and other wall fixtures.

ii) Dusting and Cleaning of ceiling, fans and lights fittings.

iii) Washing & Scrubbing of floor with automatic (as described earlier) machines withrequired cleaning material and disinfectant.

iv) Clearing of wall corners of the building from dirt, muck and stains.

v) Cleaning of glass panes, wire mesh of the entire window in the corridors of Hospitalbuilding.

**c)** **MONTHLY**

Sweeping & cleaning of service ducts & all drainage, rainwater pipes.

**d) REPORT**

i) The successful tenderer or his authorized representative shall daily report to thenodal officer for the work under the contract and take instructions every day from himfor the work on a Book/Register maintained by the successful tenderer exclusivelyfor the purpose. He shall maintain the said book and produce the same as and whenasked for.

ii) The successful tenderer or his authorized representative should submit daily reporton the status of Institute sanitation and manpower deployment to Nodal officerSanitation.

iii) Routine notices/instructions (Written or oral) will be given by the Nodal Officer/Medical Superintendent/ Chief Medical Superintendent. The successful tenderer willbe obliged to carry out the same.

iv) The successful tenderer or his authorized representative should be available in thehospital round the clock and must carry mobile phone. Institute CUG on request canbe provided by the Institute. The tenderer will deposit a fee of Rs. 3000 per CUGnumber per annum as rental. He will have free call facility of Rs.50/Month. No mobileset will be provided. Loss of sim charges will be Rs. 100 or as per the applicablecharges of BSNL or service provider at that time.

v) All works will be executed as per detailed specifications and as directed by The OSD Trauma Centre.

vi) The quantities of consumable material will be intimated within reasonable time limit after award of tender.

vii) The Successful tenderer will be required to post suitable, qualified and experiencedmanpower as may be needed to manage and guide the workers for propercompletion of the work as per the direction of The OSD Trauma Centre.

xi) If it is observed at any stage that the quality of the work is not satisfactory dispute deputed working, the

Contract may be terminated and Security deposit will also be forfeited. TheSuccessful tenderer will have no claims what so ever on the Institute.

x) Any other sanitation and allied work, which is not specified but implied to thiscontract and as instructed by the Institute, will be carried by the tenderer.

xi) The BHU through its officers, reserves to itself the right of altering thespecifications of works/material/manpower or adding or omitting any items of work orhaving portions of the same carried out departmentally or otherwise and suchalterations and variations shall not vitiate agreement.

Manpower and material supply.

|  |  |  |  |
| --- | --- | --- | --- |
| (i) | Manpower | Deployment | Period |
| (a) | Ward area | 11 no. |  |
| (b) | General | 10 no. |  |
| (c )  | OT’s | 3 |  |
| (d) | Replacement on holidays |  |  |
|  | Weekly off |  |  |

The Trauma centre is a new complex under IMS It may take time to run at it full capacity so initially for 03 months, the IMS may cover 50% of the area. Then same shall be reviewed or may review before that if need arise.

(f) Initially, all OT may not be functional so only 03 no. manpower taken. It may increase it shall be reviewed form time to time by IMS authority. But agency will be paid at his quoted rates only.

(g) Area with deployment shall be finalized by the IMS as per actual requirement.

(ii) Material – As given in the schedule the bidder has to quote their unit rate far each item. The actual quantity/ requirement shall be worked out later on and shall intimate to the successful bidder.

**TECHNICAL BID-PART – A**

**Annexure – I**

|  |  |  |  |
| --- | --- | --- | --- |
| Sl. No. | Particular | Details | Page No. |
| 1. | Name of the Tenderer |  |  |
| 2. | Type of Firm Proprietorship/PartnershipFirm/Pvt. Ltd/Company/SocietyEnclose deed/MOU |  |  |
| 3. | Name of Proprietor/Partners/DirectorEnclose separate sheet |  |  |
| 4. | Name and Address of the person legally authorized to sign Agreement, in case of Partnership Firm/Company.  |  |  |
| 5. | Local Address |  |  |
| 6. | Permanent Address: |  |  |
| 7. | Telephone No. (Head /Local office)Mobile No.Fax No. /E-mail |  |  |
| 8. | Experience of three years in providing the service of, Sweeping, cleaning and Sanitary Services in at least 50 bedded Hospital  |  |  |
| 9. | Earnest Money Bank Draft No.DateBanks Name: |  |  |
| 10. | Registration Certificate of Service/trade Tax (Enclose self attested photocopy) |  |  |
| 11. | Requirement as per scope ofwork(mention List of Equipmentson a separate sheet) |  |  |
| 12. | Enclose Copy ISO certificate/PANCard or any other relevantdocument |  |  |
| 13. | Balance sheets for last 3 years duly certified by the chartered accountant showing clearly turn over of business of Rs.30 lacs/annum for three years |  |  |
| 14. | An affidavit duly certified by a Notary that the firm or proprietary  |  |  |
| 15. | An affidavit duly certified by a Notary that there is no ongoing Criminal case /vigilance enquiryLabour disputes against the firm/ Partners/ proprietor /Director of the company and he/she has never been convicted or punished by anyHon’ble Court of Law .[Annexure- III]  |  |  |
| 16. | Copy of resolutions is submitted for authorization of signatory to sign the tender along with name and designation.  |  |  |
| 17. | Details of all enclosures on notarized affidavit |  |  |
| 18. | Total No. of Pages of Tender Documents, annexure and enclosures.  |  |  |

**Date:**

**Signature of the Tender**

**With address and SealAnnexure – II**

**Technical Bid Part – A**

**Affidavit**

I --------------------------- s/o -------------------------------- resident of ----------------------------------- Owner/Partner/Proprietor/Director of M/s -------------------------------------------------having its registered office at ------------------------------------------------- do hereby solemnlyaffirm and declare the following: -

That our Firm/organization/company namely M/s -----------------------------------------hasnever been black listed by any of our clients or by any government department.

Deponent

**Verification**

Verified at --------------------------- on the ------------- date ---------------- that thecontents of the above affidavit are true and correct to the best of my knowledge andbelief.

Deponent

**Annexure – III**

Technical Bid Part – A

Affidavit

I --------------------------- s/o -------------------------------- resident of ----------------------------------- Owner/Partner/Proprietor/Director of M/s -------------------------------------------------having its registered office at ------------------------------------------------- do hereby solemnlyaffirm and declare the following:-

That there is no ongoing criminal case / vigilance enquiry / labour dispute againstthe firm/organization/company or its owners/ partners/ proprietors/directors and he/shehas never been convicted by any Hon’ble Court of law.

Deponent

Verification

Verified at --------------------------- on the ------------- date ---------------- that thecontents of the above affidavit are true and correct to the best of my knowledge andbelief.

Deponent

|  |
| --- |
| **Financial Bid (Part-B)** |
| **Annexure-IV** |
|  |  |  |  |  |  |
| **S. No.** | **Description** | **Total Man Power** | **Wage (Rs.)/worker** | **Amount in figure (Rs.)** | **Amount in words (Rs.)** |
| **(I)** | **Wage part** |  |  |  |  |
| 1 | Schedule -A | 88 |   |   |   |
| 2 | EPF & Adm. Charges |   |   |   |   |
| 3 | ESI |   |   |   |   |
| **Total (A)** |   |   |   |   |
| **(II) Total material charges**  (As per the list enclosed)**Annex.-V** |   |   |   |   |
| **Total (I+II)** |  |  |  |  |
| **(C ) O**perational charges, supervision charges, service, etc.  |   |   |   |   |
| **Total C. Total** |   |   |   |   |
|   |   |   |   |   |   |
|  |  |  |  |  |  |
|  | **In Words Rs**:………………………………………………………………………….. |
|  | …………………………………………………………………………………………………. |  |  |

Date: Signature

 (Address)

|  |
| --- |
| **Financial Bid Part - B** |
|  **Material Part** |
| **Annexure-V** |
|  |  |  |  |  |  |
| **Sl. No.** | **Material required** | **Unit Quantity**  | **Rate per Ltr./Kg/item in (Rs.)** | **Amount in figures (Rs.)** | **Amount in Words (Rs.)** |
| 1- | Surface disinfectant and cleaner (Domex/lizol/Trishul) | 1 |   |   |   |
| 2- | Dish washing powder (Vim/Nip/Pril Powder) | 1 |   |   |   |
| 3- | Bleaching Powder Sriram/Modi/Birla | 1 |   |   |   |
| 4- | Acid for toilet cleaning | 1 |   |   |   |
| 5- | Room spray (freshner) (Odonil/Airwick 170 ml-180 ml) | 1 |   |   |   |
| 6- | Naphthalene Ball (ISI) | 1 |   |   |   |
| 7- | Glass cleaner (500 ml) | 1 |   |   |   |
| 8- | Broom (soft) wt-250 gm each | 1 |   |   |   |
| 9- | Broom (hard) wt-300 gm each | 1 |   |   |   |
| 10- | Mops 3'x3' | 1 |   |   |   |
| 11- | Detergent powder (Nirma/Rin/Ariel) 500 gm pack | 1 |   |   |   |
| 12- | Phenyle (Trishul/Doctor/Bengal) | 1 |   |   |   |
| 13- | Mosquito repellant bottle refill (Baygon/All outMortien/Good night) | 1 |   |   |   |
| 14- | Duster 18"x18" | 1 |   |   |   |
| 15- | Liquid Soap (Dettol/Lux/Lifebuoy/Fem/Santoor)  | 1 |   |   |   |
|   | **(a)** Bottle 180-200 ml | 1 |   |   |   |
|   | **(b)** Bottle or Jar of 1 or 5 Ltrs. | 1 |   |   |   |
| 16- | Disinfectant Toilet Clener 500-650 ml. (Sanifresh/Harpic) | 1 |   |   |   |
| 17- | Airfreshener Cake 75 gm. (Odonil/Good Home/Harpic) | 1 |   |   |   |
| 18- | Toilet Paper/Tissue Roll 275-280 Sheets/Roll | 1 |   |   |   |
| 19- | Dry/Damp/Disinfection mopping system | 1 |   |   |   |
| 20- | Gemini Bucket (15 Liter) for wet mopping system | 1 |   |   |   |
| 21- | Cobweb remover brushes and scrapper blades | 1 |   |   |   |
| 22- | Toilet brush (Nylon) | 1 |   |   |   |
| 23- | Mug (01 Ltr.) | 1 |   |   |   |
| 24- | Arka/Morgan/Vega/Trolley system cleaning | 1 |   |   |   |
| 25- | Plastic floor squeegees, hand pad with holders (Wiper) | 1 |   |   |   |
| 26- | Window washer cloth blade and clip scrapper window squeegees | 1 |   |   |   |
| 27- | Wet floor signs | 1 |   |   |   |
| 28- | Baggy dust pans with aluminum handle and cover | 1 |   |   |   |
| 29- | Dustbin (08 Ltr.) with lid for each Pvt. Room | 1 |   |   |   |
| 30- | Dustbin (05 Ltr.) with lid for each Pvt. Room | 1 |   |   |   |
| 31- | Soap dispenser wall mounted ABS plastic/metallic (600-800 ml capacity) | 1 |   |   |   |
| 32- | Mosquito Repellant Machine | 1 |   |   |   |

Date: Signature

 (Address)

Trauma centre,IMS , BHU

Cleaning ,sweepingets of toilets and other areas, of the main building, trauma block

1. Total plinth area -23000sqm.
2. Total carpet area - 19500 sqm.
3. Total no of beds - 334
4. No of OT - 14
5. Ward/ bed area - 9700 sqm.
6. Toilet/ TOILET BLOCKS

 G F -12

 FF - 15

 SF – 21

 TF -17

 Fourth F- 17

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TOTAL - 82 NO

1. Requirement of manpowers, for cleaning, sweeping, mopping, etc.
2. 1 person per 1000sqm , general area
3. 1 person per 30 beds
4. OT - 1 extra per 4 OT
5. Any specific requirement may met by ordering extra manpower during the need. The estimate is based on general requirement of the hospital but trauma centre is superspecialty hospital, so requirement may vary during the actual execution.
6. PESONS

1. General area- 19500-9700=9800 sqm = 10 pers/ shift

2. Wards/ beds area 334/30 = 11 pers / shift

3. 14 OTs = 3pers/shift

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Total = 24 no per shift

4. Replacement for weekly rest 4.5 days in a month (4.5/30.5 x100= 14.75 %) (24x14.75%) = 3.5

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 G. total = 27.5

4. No in a day = 3x 27.5= 82.5 - Say = 83

5. Expenditure

a. Exp per person wages per month = Rs 10 453.00

b. Exp per month on wages = 88x10453 - (Rs) = 919864.00

 Say, Rs 920000.00

**For 12 months = 12 x 920000 = Rs. 1, 10, 00,000.00**