

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	11-04-2023 14:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	11-04-2023 14:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	90 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Delhi
<b>Department Name/विभाग का नाम</b>	Health And Family Welfare Department Delhi
<b>Organisation Name/संगठन का नाम</b>	Institute Of Human Behaviour And Allied Sciences (ihbas)
<b>Office Name/कार्यालय का नाम</b>	East Delhi
<b>Item Category/मद केटेगरी</b>	Healthcare Sanitation Service
<b>Contract Period</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	305 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	3 Year (s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover</b>	Yes
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Estimated Bid Value/अनुमानित बिड मूल्य	60986208.21
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

#### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	3049310

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	10.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

Director IHBAS  
Institute of Human Behaviour and Allied Sciences (IHBAS) , East Delhi, Health and Family Welfare Department  
Delhi, Dilshad Garden, Delhi 110095  
(Dr. Rajinder K. Dhamija)

#### Splitting/विभाजन

Bid splitting not applied.

#### MII Compliance

MI Compliance	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

#### Additional Qualification/Data Required

**Additional Machinery and Cleaning Agent Requirements (If any on a Monthly Basis):** [1676963354.pdf](#)

#### Healthcare Sanitation Service ( 6 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Category of Resource	Sanitary Supervisor

Specification	Values
Number Of Working Days in Week	7
Cleaning Cycle	Daily
Frequency of Cleaning(per day)	4
Machinery and Cleaning Agents	Pre Defined List , Customised List
Cost Consumable/Equipments	Consumables and equipment to be provided by the Service Provider (cost to be included by the service provider in his offered price)
<b>Addon(s)</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Additional Requirement
1	Sonia P Nair	110095,Institute of Human Behaviour & Allied Sciences (IHBAS), Autonomous Academic Institute under Govt. of NCT of Delhi, Goal Building, Dilshad Garden Delhi-10095	6	<ul style="list-style-type: none"> <li>Minimum Wage Per Month (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR Inclusive of GST : 29105.24</li> </ul>

#### Healthcare Sanitation Service ( 190 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Category of Resource	Sanitary Attendant
Number Of Working Days in Week	7
Cleaning Cycle	Daily
Frequency of Cleaning(per day)	4

Specification	Values
Machinery and Cleaning Agents	Pre Defined List
Cost Consumable/Equipments	Consumables and equipment to be provided by the Service Provider (cost to be included by the service provider in his offered price)
Addon(s)	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Additional Requirement
1	Sonia P Nair	110095, Institute of Human Behaviour & Allied Sciences (IHBAS), Autonomous Academic Institute under Govt. of NCT of Delhi, Goal Building, Dilshad Garden Delhi-10095	190	<ul style="list-style-type: none"> <li>Minimum Wage Per Month (Including ESI, PF, ELDI, PF Admin Charge, and relieving charges if applicable) in INR Inclusive of GST : 24415.35</li> </ul>

#### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

##### 1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

- Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.

##### 3. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

##### 4. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of  
Director, IHBAS

payable at  
Delhi

.  
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 5. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

Director, IHBAS  
payable at  
Delhi

.  
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 6. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

Director, IHBAS  
Account No.  
10172504586  
IFSC Code  
SBIN0009370  
Bank Name  
State Bank of India  
Branch address  
Dilshad Garden, Delhi 110095

.  
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

#### 7. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 8. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 9. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

#### 10. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

#### 11. **Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

#### 12. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Director, IHBAS  
payable at  
Delhi

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

### 13. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Director, IHBAS  
Account No.  
10172504586  
IFSC Code  
SBIN0009370  
Bank Name  
State Bank of India  
Branch address

Dilshad Garden, Delhi 110095

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

### 14. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**

**INDEXING /CHECK LIST OF THE DOCUMENTS WHICH ARE TO BE UPLOADED ON GEM PORTAL BY BIDDER IN PDF FORM INDICATING DESCRIPTION/TYPE OF THE DOCUMENTS & NUMBER OF PAGES ON EACH PDF FOLDER**

Sl. No.	Description/ Name/Title of the Document	Status of document	Serial No. of Pages	
		Yes/No	From	To
1.	<p>The Bidder shall fulfill the following financial criteria:-</p> <p>(i) <b>Gross Turnover Certificate</b> of the intending bidder duly certified by their Chartered Accounts for the last three financial years:.,2019-20,2020-21 &amp; 2021-22 showing average value of turnover. The Average Value should not be below Rs. 305 lakh i.e 50% of their estimated cost of the <b>Rs.6,09,86,208/-</b>as per stipulated terms &amp; conditions on GeM Portal. Copies of audited balance sheets for the last three financial years:.,2019-20,2020-21 &amp; 2021-22 to be submitted alongwith ITR.</p> <p>(ii) Net Worth of the Company during the last three audited financial years should be minimum 40% of the bid value duly certified by the CA. An undertaking to be furnish by the Bidder in this regard.</p>			
2	<p><b><u>PAST EXPERIENCE FOR SERVICES:</u></b> The Bidder must have experience of successfully providing the security services in last three years for 300 or more bedded hospital. In addition to this, the technical capability of the bidder will further be evaluated as per follows:-</p> <p>(i) The Bidder must have executed at least one single work order of 80% value of the Bid Value Rs. 6,09,86,208/-i.e. not less than Rs. 488 Lakh</p> <p align="center">Or</p> <p>(ii) Two (2) work orders each of 60% value of the Bid value of Rs. 6,09,86,208/-i.e. not less than Rs. 366 lakh</p> <p align="center">Or</p> <p>(iii) Three (3) work orders each of 40% value of Rs. 6,09,86,208/- i.e. not less than Rs.244 lakh of the Bid for similar service(s) in last three years (April 2019 to March 2022) in hospital with 300 or more beds. The documentary proof to be submitted along with the Bid and each of work completion certificates of the execution of work should be satisfactory performance issued by the respective Govt. authorities where work execution done or going on otherwise experience certificate will not be entertained.</p>			

3	Income Tax Returns (I.T.Rs) for following last three years :- (a) (a) Assessment Year -2020-21(F.Y.2019-20) (b) Assessment Year -2021-22(F.Y.2020-21) (c) Assessment Year -2022-23(F.Y.2021-22)			
4	The bidder should have a valid PAN and GST Registration (copy of PAN card and GST Registration certificate should be submitted in this regard).			
5	Documentary Evidence for an office of the Service Provider in the state of "Delhi"			
6	The bidder must have latest version of valid ISO-9001 certificate			
7	i. Registration Certificate of MSME/NSIC ii. Startup bidder must have a certificate for recognition issued by Ministry of Commerce & Industry, GOI			
8	Company Society Registration			
9	Profit & Loss certificate for three financial year 2018-19, 2019-20 & 2020-21 duly certified by CA, if shown loss the bid will be rejected			
10	The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted. The bidder should have a solvency of the amount equal to 40% of the estimated cost of bid. An certificate duly certified by respective bank to be furnish by the Bidder in this regard.			
11	The Bidder should not be debarred/banned/restricted/ blacklisted by Union Govt./State Govt. /PSU in India or abroad as on date of submission of the Bid. An undertaking should be submitted in this regard on the company letter head.			
12	"No-Conviction Certificate" duly signed by authorized representative of the bidder should be submitted in the prescribed format.			
13	The bidder should give an undertaking on the company's letter head that all the documents/certificates/information submitted by him against this Bid are genuine. In case any of the documents/certificates/information submitted by the bidder is found to be false or forged, Issuer/Purchaser shall immediately reject the bid of such bidder(s) or cancel/terminate the contract and forfeit EMD/Performance Security submitted by the bidder.			

<p style="text-align: center;"><b>Additional Terms and Conditions for Cleaning and Sanitation Services through GeM Portal</b></p>
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**1. Adherence to provisions of the Mental Healthcare Act, 2017 (MHA, 2017) and rules framed there under:-**

(i) IHBAS being a Mental Health Institute funded by Govt. of NCT of Delhi has to ensure the compliance of the MHA, 2017 and rules framed there under:- Section 20 of the aforesaid act has provided the Rights of mentally ill patients from protection from cruel, inhuman or degrading treatment in any mental health establishment. Section-21 of the act provides Right to equality and non-discrimination. Therefore the Manpower Services (Sanitation) contractor and their Sanitation Workers must have sensitivity towards such issues.

(ii) Section 20 of the MHA-2017 mention that every person with mental illness shall have a right to protection from cruel inhuman and degrading treatment and Section 21 deals with every person with mental illness having right to equality and non-discrimination. Section 108 & 109 of the MHA, 2017 provides punishment for contraventions of any of the provisions of this Act, of any rule of regulation made there under. In order to safeguard the interest of the Institute and as a deterrent measure, Manpower Services (Sanitation) contractor and its workers will be liable for legal action under relevant penal provisions including IPC & CRPC for violation of the provisions of the Mental Healthcare Act, 2017 and Rules framed there under. In case of such incidents involving violation of rights of Persons with Mental Illnesses, the Institute reserves the right to file an FIR/Criminal Complaint against both; the contractor and the erring Sanitation Workers under Section 108 & 109 of Mental Healthcare Act 2017, apart from civil remedies available to the Institute as per law, for any damages accruing to it. Therefore, the Contractor agrees to adherence and liable to comply the provisions of the Mental Healthcare Act, 2017 (MHA, 2017) and in case of any violations of this act, an administrative stern action alongwith legal action shall be taken against both the contractor and the erring worker.

**2. Attendance Mechanism:-** The Bio Metric System (BAS) is installed at Institute for all the workers/employees of IHBAS for better checks and controls. The Contractor shall not be allowed to deploy any Sanitary Attendant & Sanitary Supervisor if he/she is not registered on BAS of the Institute. Besides, BAS, the contractor will be supposed to maintain daily attendance record manually as per the deployment plan which will be submitted to OIC/Nodal Officer (Sanitation) daily after countersignature of contractor's authorized signatory who will be responsible for day to day functioning of Sanitation Services at IHBAS. At the end of every month, the monthly manual attendance of each and every Sanitary Attendant & Sanitary Supervisor will be compared from the BAS record of the Sanitary Attendant & Sanitary Supervisor. If any difference is found amongst

manual attendance record and the BAS record, the attendance verified by OIC/Nodal Officer (Sanitation) will be considered as admissible for the purpose of billing as well as other statutory obligations of Sanitary Attendant & Sanitary Supervisor except in exceptional conditions.

3. **PAST EXPERIENCE FOR SERVICES:** The Bidder must have experience of successfully providing the security services in last three years for 300 or more bedded hospital. In addition to this, the technical capability of the bidder will further be evaluated as per follows:-
- (i) The Bidder must have executed at least one single work order of **80%** value of the Bid Value **Rs. 6,09,86,208/-** i.e. not less than **Rs. 488 Lakh**  
Or
  - (ii) Two (2) work orders each of **60%** value of the Bid value of **Rs. 6,09,86,208/-** i.e. not less than **Rs. 366 lakh**  
Or
  - (iii) Three (3) work orders each of **40%** value of **Rs. 6,09,86,208/-** i.e. not less than **Rs. 244 lakh** of the Bid for similar service(s) **in last three years (April 2019 to March 2022) in hospital with 300 or more beds.** The documentary proof to be submitted along with the Bid and each of work completion certificates of the execution of work should be satisfactory performance issued by the respective Govt. authorities where work execution done or going on otherwise experience certificate will not be entertained.
4. **Payment and Statutory Obligations :-** The contractor is supposed to submit the bill of previous month along with documentary proof of statutory compliance i.e EPF, ESI and GST challan in exclusive manner for reimbursement upto 15<sup>th</sup> of succeeding month without any further delay. If the bill is received after 15<sup>th</sup> day of the month, the same will not be entertained by this Institute. The Service Provider will mandatorily submit the proof as having deposited PF, ESIC for the workers deployed exclusively and only within IHBAS premises. Such proof in respect of the workers deployed at sites other than IHBAS is neither required nor it will be entertained at all. Also the receipt & challans for GST amount deposited by Service Provider must be for the services provided exclusively for IHBAS and not for any other site.

The Service Provider shall be responsible for timely payment of minimum wages to its workers latest by 7<sup>th</sup> of every month (irrespective of payment by IHBAS to the vendor) and certificate to this effect will also be submitted to this Institute immediately after release of minimum wages to the workers by 8<sup>th</sup> or next working day failing which penalty of Rs. 100/- per worker per day. The payment of monthly bill will be made on reimbursement basis.

5. **Valid Labour License :-** The contractor shall obtain a valid **Labour license** from the competent Licensing Officer under the provision of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971 **within 90 days of the date of this Agreement**. If the Contractor is unable to submit the license for any reason whatsoever or fails to obtain the license within the stipulated period otherwise 02% of penalty of contract value will be imposed.
6. **Bonus Reimbursement to contractor:** In accordance with the payment of bonus to outsourced workers by the contractor under payment of Bonus Act-1965, if such establishment has employed 20 or more workers on any day during the accounting year in its six years of existing/business (i.e. newly formed established which have completed statutory infancy period of 5 years as per Section 15 of the Act), the minimum statutory bonus under the Act is 8.33% of the payable wages as provided under section-10 of the Act. Hence the bonus element has been taken into consideration to workout estimated cost of the tender.
7. The contractor shall ensure that the wages to worker will be made on the three national holidays which is 26<sup>th</sup> January Republic Day, 15<sup>th</sup> August Independence Day and 2<sup>nd</sup> October Mahatma Gandhi Birthday in accordance with Industrial Establishments (National & Festival) Holiday Act, 1974.

8. **UNIFORM/DRESS AND IDENTITY CARD-**

The workers engaged by the contractor shall be dressed in neat and clean uniform with proper Identity Cards showing contact details of agency, EPF No, and ESI No. of worker, failing which a penalty of Rs.500/- for each instance per person will be imposed on the Contractor. Habitual offenders in this regard shall be withdrawn from the deployment as per SLA. The Contractor shall provide minimum of two sets each of summer and winter uniforms (Including Sweater, Shoes& Socks) to its workers within 01 months from the date of award of contract. Accordingly, the contractor will submit an undertaking to Director, IHBAS as having completed this action within 01 month.

9. **PENALTY AND TERMINATION**

In case the contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract the hospital reserves the right to impose the penalty as detailed below:

<b>S No</b>	<b>Offences</b>	<b>Penalties (In Rupees)</b>
1.	Not found displaying photo ID	100/- per person per default per day
2.	Worker not in proper Uniform	<ol style="list-style-type: none"> <li>1. No penalty will be imposed for not wearing uniform for a particular day.</li> <li>2. 2<sup>nd</sup> Instance: 500 per person per default per day</li> <li>3. 3<sup>rd</sup> Instance 1000 per person per default per day</li> </ol>
3.	Indulging in smoking/drinking/sleeping or any other misconduct during duty hours	1000/- with removal of the offender
4.	Duty performed by a worker for more than one shift in 24 hours	With Due permission from the Sanitary Officer linked to Biometric attendance system, Not more than 5% of the total attendance. Penalty of 200/- per person per default in case of non-compliance
5.	Unsatisfactory performance	Individual Complaint: 1000/- per instance. Adverse report by ad hoc Committee for inspection: 5000/- per instance. Adverse Monthly report: 10,000/- per report .
6.	Machine out of order/deploying lesser no. of machines	2000/- per machine per day
7.	Wrong/Improper chemical	5000/- per instance
8.	Absenteeism/Under deployed	Penalty equal to 2 times wages of the person who was to do duty shall be levied along with Rs. 500
9.	Complaints are not registered or not redressed	500/- per instance

10.	Absence of appropriate personal protective gears	200/- per instance For any other breach
11.	For any other breach, violation or contravention of any terms and conditions	Rupees 5000/- will be imposed per day
12.	In case the services remain consistently unsatisfactory for a period of more than 2 weeks	penalty of 5% of the annual contract value will be imposed

- (i) 2% of cost of order/agreement (Annual cost to Hospital as quoted in tender) per week, up to 2 weeks delays for non-execution of contract after award of work.
- (ii) During the interim period of award of work and taking over of contracted work by the successful bidder, the on-going system by earlier service provider will continue.
- (iii) Equipment uptime should be 100%. The bidder should keep adequate spare equipment in stock to maintain the 100% uptime.
- (iv) In case penalty is recovered from the performance security then the bidder will have to deposit the corresponding amount before release of further payments.
- (v) In case of any damage/loss/theft of property attributed to the personnel deployed by the Service Provider the cost of the same will be recovered from the service provider.

**10. Shortfall of document :**

Any document not enclosed by the bidder can be asked for, as in case of the traditional tender, by the purchaser and submitted by the bidder online, provided it does not vitiate the tendering process.

**11. Corrigendum, clarifications, modifications and withdrawal of bids :**

All these steps are also carried out online mutadis mutandis the normal tendering process;

**12. Liability of the Services Provider for any direct loss or damages :**

The Services Provider's liability under this Agreement shall be determined by the Applicable Laws and the provisions thereof. The Service Provider shall, subject to the limitation specified in the agreement be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it and for any liability arising on account of non-compliance with Applicable Laws.

**13. Penalty for deficiency in Services :**

In addition to the liquidated damages not amounting to penalty as specified in the contractual agreement warning may be issued to the Services Provider for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the efficiency or reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority and Service Level Agreement of GeM.

**14. Police Verification & Character and antecedents verification of the employees/workers:-**

The Police verification, character and antecedents verification is the whole and sole responsibility of the service provider. The police verification documents for all sanitation staff are required to be submitted within 01 month period from the date of award. For any crime committed by the outsourced worker, will immediately be communicated by the agency to the Police. For such crime, the outsourced agency will be responsible for litigation etc.

**15. Dispute resolution :-**

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth .

The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

**16. Arbitration :**

Any Dispute which is not resolved amicably by conciliation, as provided in the relevant clause shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi.

**17. Right to accept any Bid and to reject any or all Bids :**

The Procuring Entity reserves the right to accept or reject any or all Bid; cancel the Tender process and re invite the Tender at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Procuring Entity's action.

18. **Illegal Extortion:** - The service provider shall not charge any undue money from the employees for registration, training or provision of uniform. Registration charge only Rs. 1000/- should be imposed for which proper receipt should be provided to its workers by the service provider. Any complaint for undue money will invite immediate termination of the contract and a police complaint will also be lodged in this regard. Further, the undue amount allegedly extorted will be deducted from the bills of the service provider.

19. **Award of Contract:** Selection of Successful Bidder(s) :The Procuring Entity shall award the Contract to the Bidder(s) whose Bid(s) has been determined to be substantively responsive, eligible, and Qualified, Technically suitable and who has offered the lowest evaluated Bid price as per evaluation criteria detailed in the Tender Document.

20. **Validity of the Contract.:** The initial contract period of 01 (one) year extendable for further period of one year subject to satisfactory performance and mutual consent of both parties due to working exigencies and time constraint for assignment of the new work following the tender codal formalities.

21. **Salary Slip:-** The service provider is supposed to provide monthly salary slip to all the employees.