

**EMPLOYEES' STATE INSURANCE HOSPITAL
Rohini, Sector-15, New Delhi – 110085**



F.No.DM(RH)D-35/16/House Keeping/2009-CT

Dated: -

To,

Subject: - **Two bid tender system for Mechanized Cleaning and House Keeping of ESI Hospital, Rohini and Residential Colony.**

Sir,

Tender forms duly filled in with tender conditions for the above noted contract on two bid tender systems should be submitted in two parts (i) Technical bid & (ii) Price bid, contained in two separate envelopes and both the envelopes in a large envelope.

The large envelope containing the above mentioned two envelopes of Technical bid & Price bid should be super scribed with "Tender for Mechanized Cleaning & House Keeping".

The tenders will be received in the O/o Joint Director (Administration), ESI Hospital, Rohini, Delhi.

Last Date of submission of tender is 23/06/2009 upto 12:00 PM.

Date and Time of opening of tender is 23/06/2009 at 12:30 PM.

The amount of earnest money deposit (EMD) shall be Rs. 50,000/- in the form of DD/Pay order, drawn in favour of ESI Fund A/C No. 1 payable at Delhi and shall be placed in the Technical Bid envelope.

Tender forms should be completed in all respect. Incomplete tenders or tenders without earnest money deposit shall be treated as invalid.

Yours faithfully,

Dr.(Mrs.)S.K.Chadha
Medical Superintendent,
ESI Hospital, Rohini, Delhi

Sealed Offers under two bid systems are invited from eligible Service Providers for providing Mechanized Cleaning & House Keeping Services listed under scope of work in this bid document.

Details of the facility for which tenders are invited are as follows: -

Nature of Facility: - Mechanized Cleaning & House Keeping

Total plot area of complex = 40,000 Sq. Meters (Approx)

Total built up are of hospital and services etc. = 21000 Sq. mtrs (approx)

Total number of Buildings with areas

for which Services are to 01 (G+3 floor having multiple wings)

be provided under this NIT

Period of Contract : 01/07/2009 to 30/06/2010

Building for which Services shall be provided--ESI Hospital, Sector-15, Rohini, Delhi -110085.

1. Scope of Services to be provided:-

The agency will be responsible for providing the following services on daily basis including holidays:

- Cleanliness of all offices and other areas before 7 AM.
- Removal of dust/waste including garbage/litter etc. from the entire premises and further disposal thereof as required by relevant rules and laws.
- Dusting of furniture/cupboards/telephones/computers/office tables etc. including vacuuming as necessary.
- Regular cleaning with approved cleaning material and scrubbing of toilets, washbasins, sanitary fittings, toilet floors, window panes, frames, grills etc. including staircase and railing.

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- Washing, drying, ironing, branded towels to be provided to all officers above the rank of Jt. Director once in a week.
- Provision of toilet rolls, tissue paper, C-fold in toilets (branded makes).
- Brushing, scrubbing, vacuuming, shampooing and dry cleaning (once in three months) of carpets etc. as required.
- Spraying, baygon/finit and room fresheners in toilets and other rooms on requirement basis and keeping naphthalene balls in toilets.
- Any other work of like nature required for high level of House Keeping.
- Washing of wards with soap solution once in a week. Wet mopping and dusting of washable wall windows, wall mounted light, ventilators, glass panes, exhaust fans, ceiling fans etc. daily.
- Giving and removing of bedpans urinals to patients as required and also preparing for operation and diagnostic procedures cleaning and scrubbing of urinal & bedpans buckets, dustbin chamber pots etc. with vim/detergent daily.
- Maintenance of bathroom and toilets, scrubbing of walls.
- Washing of W.C.S. and washbasin with vim and acid daily in the morning.
- Removing of cobwebs form the wards/toilets on day-to-day basis.
- Washing with lotion twice in each shift.
- Washing of soiled linen of the wards before sending to laundry. Assisting in disinfection of soiled linen, mattresses, etc.
- Measuring of urine, stool samples and emptying of urine bags.
- Collecting urine, stool samples and taking up to laboratories.
- Emptying of chamber pots, dusting and collection of garbage from the ward and carrying up to garbage house once in each shift.
- Disposal of amputated limbs immediately to the incinerator.
- To help in packing of dead body and stacking it in the mortuary and handing over the same to authorized claimants under the direction of concerned Medical Officer.
- i) Washing of walls, floors of Operation Theater and labour rooms daily.
- ii) Carbonization/Fumigation of operation theatre daily.

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- iii) Mopping of operation room after each case as directed by OT In Charge.
- Maintenance of staircase, cleaning, dusting and, mopping of railing window sills and projected beams daily sweeping once in each shift, wet mopping or staircase railing with hands daily.
- Maintenance of surrounding area, sweeping of surrounding area in each shift and removing of garbage and its disposal in the incinerator and sanitary land fill. The hospital areas front and rear drive ways etc. be kept clean and free of animals.
- 13. Any other duties as assigned by Hospital Administration in the interest of patient care.

Floor Cleaning/Polishing/Scrubbing/Sweeping etc. of the floors/platforms/toilets etc. shall be done by machines only suitable for the site and as per techno-functional requirements. The machines shall comply with relevant BIS codes and should be of renowned make to be operated by licensed/certified personnel only. Manual Cleaning/Scrubbing/Polishing/Sweeping etc. shall be permissible only where machines cannot be used.

2. Bid document

Tender documents for invitation of bids for Mechanized Cleaning & House Keeping Services can be obtained from O/o JD (A), ESI Hospital, Rohini during working hours upto 23/06/2009 by 12:00 p.m. on all working days, on payment of a non refundable cost of tender of Rs. 500/- in the form of a Demand Draft/Banker's cheque drawn in favour of ESIC fund account no.1 payable at Delhi/New Delhi.

The last date of submission of Tender is 23/06/2009 by 12:00 p.m. and the tender will be opened at 12:30 p.m. on the same day in the presence of the tenderers who wish to be present.

If 23/06/2009 is declared a holiday due to any reason, then tender will be opened on the next working day at the same time.

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INSTRUCTIONS TO THE TENDERERS

1. Sealed offers under two envelope system in the prescribed forms are invited from eligible tenderers for providing Mechanized Cleaning and House Keeping Services listed under scope of services in this bid document.
2. The amount of earnest money deposit (EMD) shall be Rs. 50,000/- in the form of DD/Pay Order, drawn in favour of ESIC Fund Account No.1 at Delhi/New Delhi.
3. Tender form shall be complete in all respect. Incomplete tenders or tenders without EMD shall be treated as invalid.
4. Last date of submission of tenders is 23/06/2009 upto 12:00 p.m.
5. Date and time of opening of tenders is 23/06/2009 upto 12:30 p.m.
6. Each and every page of the tender documents should bear the stamp and signature of the authorized representative. Format I.II & III enclosed shall be filled without exception. The tenderer shall also enclose the latest Income Tax Clearance Certificate and proof of VAT/works Contract Tax Registration, ESI & EPF Registration as applicable.
7. The rates for each and every item shall be quoted in Figure and words. In case of any discrepancy in rates, the rates written in words shall prevail.
8. The envelope containing tender document shall be sealed and bear the name of work and the name and address of the tenderer.
9. The site for the work is available and can be seen on any working day during office hours by contacting Care Taker. The tenderer should quote his price taking into account all factors which may affect the work and cost.
10. The Competent Authority of ESIC, reserves the right to accept or reject any tender or all tenders without assigning any reason.
11. Conditional tenders are liable to be rejected.
12. The tender for the work shall remain open for acceptance for a period of sixty day (60) from the date of opening of tender.
13. These instructions shall form a part of the contract document.
14. The EMD of unsuccessful tenderers shall be refunded within one month after the award of work to the successful tenderer.
15. Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, machinery, tools and plant etc., all taxes (including service tax), duties and levies, insurance etc.

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TERMS AND CONDITIONS OF CONTRACT FOR MECHANIZED CLEANING AND HOUSE KEEPING

A written contract will be executed on the following terms and conditions between the successful tenderers and the Corporation.

- i. The contract will be valid initially for one year and extendable by another year on evaluation of the services rendered.
- ii. The House Keeping work shall include all work related to hygiene and sanitation of the premises which will include sweeping, cleaning, dusting etc., in the said premises. The work of pest control/rodent control will undertaken by the House Keeping agency.
- iii. The Contractor shall hire such manpower as is necessary for the House Keeping jobs of the premises.
- iv. The premises include the covered area of the building and outside the building within the boundary of the building.
- v. The Contractor shall be responsible for the compliance of all Labour Laws.
- vi. The Contractor shall be solely responsible for the payment of wages and other admissible allowances to the workers engaged by them.
- vii. The Contractor shall ensure the payment of Minimum Wages as per the State Government Rules & Orders on the subject.
- viii. The Contractor shall specifically ensure compliance of ESI and EPF Rules and Regulations as applicable to the workers engaged by them.
- ix. The Contractor shall have registration with the relevant Government Departments which inter alia include registration with ESIC and EPFO, Sales Tax, Income Tax, Service Tax as per the provisions of the relevant Acts.
- x. The Contractor shall provide the uniforms with prior approval of the ESIC and badges bearing names of the workers and shall also be responsible for proper maintenance and upkeep of the uniforms. The workers engaged in the work of sweeping would be provided with hand gloves.
- xi. The Contractor shall provide all the necessary material for keeping the hygiene and sanitation of the building.
- xii. The Contractor shall provide only those workers whose antecedents have been verified by the Police and shall be responsible for their acts in the premises of the ESIC.

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- xiii. The Contractor shall provide necessary material, machines and equipment for cleaning, dusting etc., to their workers including the vacuum cleaners, brooms, brushes etc.
- xiv. The Contractor shall also be responsible for clearing drains, roofs sewages, holes, gutters etc.
- xv. The Contractor shall prepare a time schedule for the cleanliness of toilets and bathrooms etc., with the approval of the Competent Authority of the ESIC and will display the names of the workers and supervisor who will be responsible for the cleanliness of the toilets and bathroom etc.
- xvi. The Contractor shall quote monthly rates in rupees per sq. mt. taking into account all the aspects of the cleanliness and including manpower, material, machines, equipment etc., to be used/deployed for this purpose.
- xvii. The Contractor shall provide the cleanliness material vis-a-vis phenyl, acid, liquid soap, phenolphthalein balls/cakes and other detergents that are required for aforesaid work.
- xviii. The Contractor shall deposit security equal to 5% of the amount of the annual contract value as security deposit.
- xix. The Contractor shall prepare monthly bill with a cycle of 24th of the previous month to 23rd of the current month by 26th of the current month and will make payment to the workers on the last working day of the month.
- xx. The payment shall be made by cheque and the agency shall get their workers' accounts opened in the banks.
- xxi. The Contractor shall maintain such other records as may be prescribed by ESIC from time to time.
- xxii. The Contractor shall produce the monthly challans for deduction and deposit of ESI and EPF contribution in respect of all workers and furnish copies of periodical returns as and when they are submitted or due to the various Government Departments.
- xxiii. The Contractor shall be responsible for the registration under Contract and Labour (Abolition) Act in respect of employees/workers engaged by them.
- xxiv. The Corporation shall have a right to ask for the replacement of a worker who is not found suitable for the work or adjudged undesirable worker by the corporation.
- xxv. The Contractor shall provide a list of the workers with their ESI and EPF registration numbers.
- xxvi. The Contractor shall provide the names/brands of the material to be used for the cleanliness and upkeep of the office.
- xxvii. The Contractor shall handover a list of the inventory he is bringing in the ESIC premises and shall also be responsible for their safety and security. However, a room shall be provided to keep his material safe under lock and key.
- xxviii. The Contractor shall provide al Supervisor who will be available during the working hours of the Office and shall be responsible for all the activities of their workers and he should be competent to deal with the subject. A person with a Diploma in Hygiene and Sanitation should be engaged for that purpose.

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- xxix. The Contractor shall grant one day leave to its workers every month in addition to the holiday/closed holiday for the office.
- xxx. The Contractor shall provide a bio-data of all the persons engaged by him for working in the ESIC premises.
- xxxi. The Contractor shall deploy only such workers as are physically and mentally fit and a certificate to that effect should be enclosed with the bio-data of the worker.
- xxxii. The contract may be terminated by either party after giving written notice of not less than one month.
- xxxiii. The House Keeping Servicemen & Supervisors shall work in neat & tidy uniform for which the cost will be borne by the contractor. The identity badges will be provided by the contractor i.e. House Keeping Agency. It shall be displayed on the uniform of all House Keeping Service man.

- xxxiv. Any theft, loss to the hospital and breakages caused by the contractors personnel directly or through their negligence shall be borne by the contractor.
- xxxv. The contractor will not allow his employees to participate in any trade union activities for agitation in the premises of this hospital.
- xxxvi. The Hospital Administration shall pay the amount of monthly bill of the contractor by cheque in the name of contractor firm and not to his personnel.
- xxxvii. The Medical Superintendent shall not be responsible for any injury or loss of life of any worker of the contractor that may take place while on House Keeping duty. Any compensation or expenditure towards treatment for such injury or loss of life shall be the sole responsibility of the contractor.
- xxxviii. The requirement of House Keeping staff may change from time to time and the same shall be arranged accordingly by the House Keeping agency. In any emergency or special function additional House Keeping staff may have to be provided by the House Keeping agency and for such services, House Keeping agency will be entitled to be paid the normal rates as above.
- xxxix. Suitable number of female House Keeping workers shall be provided as per requirement as advised by the Hospital Administration.
 - xl. The attendance register of the staff deployed on contract basis will remain with the caretaker of the Hospital who will verify the attendance of the staff for each month. The supervisors of the House Keeping services will perform the duty in two shifts i.e. morning and night with simultaneous rotation on daily basis.
 - xli. The contractor cannot change any deployed staff without prior information/permission of the hospital administration.

Signature of the Tenderer

Eligibility Criteria: The tenderer should have minimum 5 years experience in works for similar nature. The tenderers should have undertaken/completed the following work in the last 3 years. Average Annual Turn Over of minimum of **50 lakhs per annum** in the last 3 financial years.

(Balance sheets/CA certificate to be enclosed)

One similar work of value not less than rupees **50 lakhs per annum**

Or

Two similar work of value not less than rupees **25 lakhs per annum.**

The tenderer would be required to establish its site office within the site of the work in the space provided by the ESIC.

Submission of bids: Proposals should be submitted in two separate envelopes namely, “Technical Bid” and “Financial Bid”. The technical and financial bids duly sealed in separate envelopes must be kept inside a single big sized sealed envelope and clearly superscribed as “Annual Mechanized Cleaning & House Keeping Services Work of ESI Hospital, Rohini. The envelope should be clearly marked as “Technical Bid” (Envelope-I) and “Financial Bid” (Envelope-II). The Technical Bid envelope shall also contain the EMD.

Deposit of Tender Bids:

Duly filled Tender document shall be deposited at the following address: -

O/o The Medical Superintendent,
ESI Hospital, Sector-15, Rohini,
Delhi-110085.

A Separate Tender Box shall be kept for this purpose on the 1st floor of the Administration Block.

Evaluation of Technical Bids: Bids received and found valid will be evaluated by the ESIC to ascertain the best-evaluated bid for the complete work/services under the specifications and documents. The tenderer should take care to submit all the information sought by the ESIC in prescribed formats.

- i. Firm’s relevant experience and strength-Profile of agency, registration details, and experience of similar works, annual turnover, and total manpower employed.
- ii. Qualification/Related experience of key personnel.
- iii. Housing Keeping equipment available with the agency.

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Financial Bid: The financial bid of the tenderers, whose technical bid is found to be suitable, will be opened subsequently in the presence of the tenderers, who choose to attend the opening of financial bid. Minimum two-day notice will be given to tenderer for this purpose.

Award of work:

- I. The selection of the agency will be at the sole discretion of the ESIC who reserves its right to accept or reject any or all the proposals without assigning any reason.
- II. The contract for the Annual House Keeping Services shall be awarded to the best qualified responsive tenderer.
- III. Upon evaluation of offers the notification on award of contract will be intimated to the successful tenderer.

Performance Guarantee:

- a. The successful bidder should give performance guarantee in the form of an irrevocable bank guarantee amounting to 5% of the contract value.
- b. The performance guarantee should be furnished by the successful contractor after the letter of acceptance has been issued, but before signing of the agreement and should be valid up-to expiry period. The agreement should normally be signed within 15 (Fifteen) days after the issue of Letter of Acceptance (LOA) and Performance Guarantee should also be submitted within this time limit.
- c. Performance guarantee shall be released after satisfactory completion of the work and confirmation that all contractual obligation have been fulfilled by the contractor and that there is no due from the contractor to ESI Hospital, Sector-15, Rohini, Delhi-110085 against the contract concerned. Before releasing the PG an unconditional and unequivocal, no claim certificate from the contractor concerned shall be obtained

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**Technical Bid
Format I**

BRIEF DESCRIPTION OF THE FIRM

(With an outline of the experience of the firm for similar works during last three years)

- a) Name and address of the firm
- b) Year of the registration
- c) Type of firm (Individual/Proprietary/Limited Company or any other)
- d) In house facilities available in terms of relevant manpower and equipment.

MANPOWER

S.NO.	Field of work	Manpower with more than 10 years experience	Manpower with 5 to 10 years experience	Manpower with lesser than 5 year experience
1.				
2.				
3.				
4.				
5.				

EQUIPMENT

S.No.	Equipment details	Nos.	Specification	Remarks
1.				
2.				
3.				
4.				
5.				
6.				

ANNUAL TURN OVER

S.No.	Financial Year	Turn Over	Remarks
01			
02			
03			

Note: Provide documents in support if the details provided in above formats, failing which the authenticity of the information may not be accepted.

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**Technical Bid
Format II**

EXPERIENCE OF COMPANY

(Experience of relevant and similar work of Annual Mechanized Cleaning & House Keeping Service completed during last three years ending 31st March, 2009 and on going works)

Separate sheet to be used for each work

1.	Job title & Location	
2.	Name of the Client and Address:	
3.	Describe area of Participation (Specific Work done/Services rendered by the applicant)	
4.	Period of Work Done/Service rendered for the Job	
5.	Total cost of work	
6.	Date of start of the work and the present status	
7.	Any other details	

NOTE: Supporting documents like certificates from the client in support of each of the above projects to be furnished.

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**Technical Bid
FORMAT III
MANPOWER DEPLOYMENT SCHEDULE**

The description of manpower should be deployed.

S.No.	Category of worker	No. of persons
1.	Supervisor	04 Nos.
2.	Housing Keeping Staff Male/Female	42+8 = 50 Nos. (42 Male & 8 Nos. Female staff for Labour Room & Nursery etc.)

EQUIPMENT DEPLOYMENT SCHEDULE

The equipment to be deployed

S.No.	Name of the item/Type of Machine	Capacity (as applicable)	Make & Model	Year of Mfg./Age	Quantity (Min)
1.	Vacuum Cleaners Wet/Dry				01 No.
2.	Floor cleaning and polishing machine				02 Nos.
3.	Ride on sweeping machine				01 No.
4.	Walk behind sweeping machine				01 No.
5.	Push sweeper				01 No.
6.	Carpet dry cleaning/shampooing machines				01 No.
7.	Floor Scrubbing Machine				02 Nos.
8.	Scrubber drier				01 No.
9.	Walk behind scrubber				01 No.
10.	Window glass cleaning kit				02 Nos.
11.	High pressure cleaner				02 Nos.

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MONTHLY PROCUREMENT
CONSUMABLES DEPLOYMENT SCHEDULE

The consumables to be used every month

S.No.	Name of the Item	Quantity/month
1.	Acid (HCl)	25 litres
2.	Platform /Floor Brush	3 nos.
3.	Jala Brush (Long Handle)	2 nos.
4.	Toilet Brush (Hockey Type)	4 nos.
5.	Cleanzo	125 litres
6.	Detergent (Fena)	40 kg.
7.	Duster white (21"x21")	36 nos.
8.	Mopping cloth/Floor Duster (36"x32")	150 pcs.
9.	Finit (HP)	10 litres
10.	Harpic (500 ml)	5 nos.
11.	Lifebuoy Soap cake	15 nos.
12.	Toilet paper (Medium Size)	10 nos.
13.	Napthalene/Phenyl Tablets	2 kg.
14.	Narial Jharoo	50 nos.
15.	Phool Jharoo	75 nos.
16.	Odonil	10 nos.
17.	Phenyle	70 Litres
18.	Urinal Cubes	10 packets
19.	Vim	30 kg.
20.	Wiper Long Handle	15 nos.
21.	Coleen (Glass cleaning liquid-500 ml)	3 nos.

These items in sufficient quantities shall have to be supplied and used, to the satisfaction of the First Party (ESIC). The quantity & capacity of each type of machine should be adequate as per site and techno-functional requirements.

Note: - All machines should be compact in size to occupy little space and should not cause any hindrance in movement of patients and working of staff at the hospital.

Note: - Above materials for Mechanized Cleaning & Housekeeping to be used, should be comply as per relevant BIS codes and should be of renowned make.

Note: - Only licensed/certified personnel shall be deployed wherever required.

Note: Total requirement of consumables shall be procured and stored for use at the beginning of each month and certificate to this effect be taken from the Care Taker In charge. Recovery shall be made in the subsequent bill for any short consumables mobilized.

Note: All the staff shall wear uniforms and badges identifying their category and name in English and local language.

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Penalty Clause: - On surprise check by the first party if shortage/deficiency is found in the manpower, equipments to be mobilized or behaviour/falsification of the personnel, liquidated damages shall be levied as follows:

- i. Rs.500/- per person per day of absence shall be recovered from the subsequent bill.
- ii. Rs. 1000/- per day per equipment required but not available shall be recovered from the subsequent bill.
- iii. Rs.300/- per instance if the House Keeping Men/Supervisors is/are not found in proper uniform and without photo identity cards on their persons.
- iv. Rs. 1000/- per instance if the House Keeping Men/Supervisors is/are are found indulging in smoking/drinking during duty hours. Besides such defaulters House Keeping Men/Supervisors shall not be allowed to enter the hospital premises in future.
- v. Rs.300/- per instance if the House Keeping Men/Supervisors is/are found sleeping/missing from the place of duty, for any reasons, during duty hours..
- vi. Rs.1000/- per instance if the behaviour of House Keeping Men/Supervisors is found harsh/rude and non-cooperative towards patients/attendants' staff. A penalty of shall be deducted from contractor's bill.
- vii. Rs.500/- per instance if any House Keeping Men/Supervisors is/are found performing the duty by submitting fake name and address.
- viii. Rs. 500/- per instance if any House Keeping Men/Supervisors is/are found on duty other than those mentioned in the approved list supplied by the contractor to the hospital authorities.

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FINANCIAL BID

Name of work: Providing Mechanized Cleaning & House Keeping Services
in(location of the work) to be
mentioned.

ABSTRACT OF COST

S.No.	Description of Items	Unit	Rate	Amount (Rs.)
1.	Providing complete Mechanized Cleaning & House Keeping Services for all areas as outlined in the NIT and including as required for proper completion of the work including availability of workers, equipments and consumables as detailed in the bid document.	One month		

Note: The rates quoted are inclusive of the following

- a. The cost of mechanized system cost of consumable items and other House Keeping items cost of supervision and Training cost for technical service and know-how on its supervision and maintenance.
- b. Cost of all auxiliary equipment, consumable and all operations for completing the job.
- c. Cost of annual maintenance of these Mechanized system.
- d. Cost of consumable required for cleaning work, labour, tools, tackles and supervision.
- e. Cost of collection of waste and solid waste cleaning of drainage up-to MCD connection.
- f. All taxes and levies etc. like sales tax, excise duty, work contract tax etc. as applicable and insurance including third party liability, service tax will be borne by the contractor

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GENERAL CONDITIONS OF CONTRACT

Definitions and Interpretation

1. Definitions

(a) In the Contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- i) ESIC and the legal successors in title to ESIC is to be termed as first party.
- ii) “Care Taker” means the person appointed by ESIC to act as Care Taker for the purposes of the Contract.
- iii) “Service Provider” means an individual or firms whether incorporated or not, that has entered into contract (with the First Party) and shall include his/its heirs, legal representatives, successors and assigns to be known as second party to the agreement. Changes in the constitution of the firm, if any shall be immediately notified to the First Party, in writing and approval obtained for continued performance of the contract.

(b)

- i) “Contract” means these conditions, the Specification, the Bill of Quantities, the Tender, the Letter of acceptance, the contract Agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance of Contract Agreement (if completed).
- ii) “Specification” means the specification of the Works included in the Contract and any modification thereof.
- iii) “Bill of Quantities” means the priced and completed bill of quantities forming part of the Tender.
- iv) “Tender” means the Service Provider’s priced offer to the First Party for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the contract, as accepted by the Letter of Acceptance. The work Tender is synonymous with “Bid” and the words “Tender Documents” with “Bidding Documents”.
- v) “Letter of Acceptance means the formal acceptance of the tender by ESIC.
- vi) “Contract Agreement” means the contract agreement entered in to and send by the both the parties.
- vii) Appendix to Tender” means the appendix comprised in the form of Tender annexed to these Conditions.

(c)

- i. “Commencement Date” means the date upon which the Service Provider receives the notice to commence the works.
- ii. “Time for Completion” means the time period for which the contract of House Keeping Services has been awarded by the First Party to the Service Provider.

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- (d) “Taking over Certificate” means a certificate issued by First Party evidencing successful completion of the awarded work.
- (e)
- i. “Contract Price” means the sum stated in the Letter of Acceptance as payable to the Service Provider for the execution and completion of the Work and the remedying of any defects therein in accordance with the provisions of the Contract.
 - ii. “Performance Guarantee” means a bank guarantee in the prescribed form provided by the Service Provider for meeting his obligation under the contract.
- (f) “Works” means the House Keeping Works executed in terms of a contract.
“Site” means the places provided by the First Party for House Keeping Services of ESI Hospital, Sector-15, Rohini, Delhi -110085 or any other place to be decided by Hospital Administration.

CARE TAKER

2. Care Taker’s Duties and Authority

- (a) The Care Taker shall carry out the duties specified in the Contract.

3. Sufficiency of Tender

The Service Provider shall be deemed to have based his Tender on the date made available by the First Party and on his on inspection and examination of this site conditions.

4. Service Provider’s Employees, Equipment and Consumables

The Service Provider shall provide on the Site qualified and experienced staff, required equipment and consumables as listed above in connection with the work.

5. Care Taker at Liberty to Object

The Care Taker shall be at liberty to object to and require the Service Provider to remove forthwith from the Work any person provided by the Service Provider who, in the opinion of the Care Taker, misconducts himself, or is incompetent or negligent in the proper performance of his duties, or whose presence on Site is otherwise considered by the Care Taker to be undesirable, and such person shall not be again allowed upon the Works without the written consent of the Care Taker. Any person so removed from the Work shall be replaced as soon as possible.

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6. **Safety, Security and Protection of the Environment**

The Service Provider shall, throughout the execution and completion of the Works and the remedying of any defects therein:

- i) Have full regard for the safety of all persons entitled to be upon the Site and keep the Site and the Works (so far as the same are not completed) in an orderly state appropriate to the avoidance of danger to such persons, and
- ii) Provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, when and where necessary or required by the Care Taker or by any duly constituted authority for the protection of the Works or for the safety and convenience of the public or others, and
- iii) Take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or Repair.

Service Provider shall ensure that the work is carried out as far as practicable outside working hours and he shall complete the job of cleaning etc. before 9:00 AM before the working hours and if during the working hours the work has to be done he shall ensure:

1. That the normal functioning of ESIC activity is not effected as far as possible.
2. That the work is carried out in an orderly manner without noise and obstruction to flow of traffic.
3. That all rubbish etc. is disposed off at the earliest and the place is left clean and orderly at the end of a each days work.
4. The Service Provider shall ensure that his house Keeping Services staff is qualified and licensed for their part of work. He shall be responsible for their conduct. The staff should behave in a courteous manner. The Service Provider shall be held responsible for any loss or damage to ESIC property.
5. The Service Provider shall ensure safety of his workers and others at site of work and shall be responsible for any consequence arising out of execution of the House Keeping and other Services related.
6. When instructed to do so, the Service Provider shall ensure proper record keeping and storing of irreparable/dismantled material.
7. Water and electricity shall be made available free of cost at near by source of work. The Service Provider has to make his own arrangement for use of the same including drawing temporarily lines etc. The responsibility for following relevant rules, regulations and loss in the regard shall be entirely that of the Service Provider.

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7. (a) Insurance of work by the Service Provider for his liability

- (i) During the House keeping Services period for loss or damage to property and life arising from a cause for which Service Provider is responsible.
- (ii) For loss or damage caused by the Service Provider in the Course of any Repairs carried out by him for the purpose of complying with his obligations.

It shall be the responsibility of Service Provider to notify the Insurance Company of any change in the nature and extent of the works and to ensure the adequacy of the Insurance cover at all times during the period of contract.

8. Damage to Persons and Property

The Service Provider shall, except if and so far as the Contract provides otherwise, indemnify the First Party against all losses and claims in respect of:

- (a) death of or injury to any person, or
- (b) loss or damage to any property (other than the Works):

Which may arise out of or in consequence of the House Keeping Services of the works and the remedying of any defects therein, and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof.

9. Accident or injury to Workmen

The First Party shall not be liable for or in respect of any damages or compensation payable to any workman for death or injury resulting from any act or default of the Service Provider. The Service Provider shall indemnify and keep indemnified the First Party against all such damages and compensation and expenses whatsoever in respect thereof or in relation thereto.

9.1 Evidence and Terms of Insurance

The Service Provider shall take out appropriate insurance to cover his work and workers and staff employed by him fully. The Service Provider shall provide evidence to the Care Taker/First Party as soon as practicable after the respective insurance have been taken out but in any case prior to the start of work at the Site that insurance required under the Contract have been effected.

9.2 Compliance with Statutes, Regulations etc.

The Service Provider shall conform in all respects, including by the giving of all notices and the paying of all fees, with the provision of:

- (a) Any National or State Statute, Ordinance, or other Law, or any regulation or bye-law of any local or other duly constituted authority in relation to the execution and completion of the Works and the remedying of any defects therein, and
- (b) The rules and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works, and the Service Provider shall keep the First Party indemnified against all penalties and liability of every kind for breach of any such provision.
- (c) Any changes required for approval due to revision of the local laws.

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10. Default of Service Provider in Compliance

In case of default on the Service Provider in carrying out such instruction within the time specified therein or, if none, within a reasonable time, the First Party shall be entitled to employ and pay other persons to carry out the same and all costs consequent thereon or incidental thereto shall, be determined by the Care Taker or any authorized person and shall be recoverable from the Service Provider by the First Party, and may be deducted by the First Party from any monies due or to become due to the Service Provider and the Care Taker or any authorized person shall notify the Service Provider accordingly.

11. Time for Completion

The House Keeping Services work shall be for a period of one year or as mentioned in the letter of commencement and shall start from the date issue of letter commencement and shall stand terminated after the expiry of one year.

12. Extension of Time for Completion

The House Keeping Service contract may be extended on the written mutual consent of both First Party and Service Provider for a further period of one year. However, first party reserves its right to terminate the agreement by giving 15 days advance notice at any time during currency of the contract if the service of the agency is not satisfactory as per the opinion of first party or its representative.

13. Defect identification and its rectifications

Agency shall immediately attend the defects and complaints noticed at site. The agency shall provide and develop a system for regular House Keeping Services agency that all the areas are to be kept in a spic and span condition round the clock during the currency of contract.

14. Penalty for Delay

If the Service Provider fails to attend any complaint or defect in due course of time and if in the opinion of Care Taker delay is on the part of House Keeping Services agency, the First Party can impose liquidated damages on the Service Provider as detailed in the particular conditions.

15. Service Provider's Failure to Carry out Instructions

In case of default on the part of the Service provider in carrying out defect rectification works, the First Party/Engineer shall be entitled to employ and pay other person to carry out the same and if such work in the opinion of the care taker the service provider was liable to do as on cost under the contract than all cost consequent thereon or incidental thereto shall be determined by the Care Taker and shall be recoverable from the service provider by the First Party, and may be deducted by the First Party from any money due or to become due to the Service Provider.

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CERTIFICATES AND PAYMENTS

16. Monthly Statements

The Service Provider shall submit a bill in 3 copies to the Care Taker by 7th day of each month for the work executed up-to the end of previous month in tabulated form approved by the Care Taker, showing the amounts to which the Service Provider considers himself to be entitled. The bill must be supported with the following documents:-

- (a) Attendance sheets along with salary certificates, wages sheets of all the workers and staff deployed against item no. 'A'.
- (b) List of equipment deployed during the month.
- (c) Consumable used during the month.

16.1 Deduction of Income Tax

The amount to be deducted towards the advance Income Tax/VAT/Works Contract Tax shall be at the rate applicable.

16.2 Monthly Payments

After submission of monthly bill complete in all respects by the Service Provider, Care Taker shall check the bill with the help of Service Provider and certify for payment within 15 days of the submission of bill.

16.3 Performance Guarantee

Within two weeks of award of work, the Service Provider shall submit a performance Security for proper performance of the Contract in the format enclosed as Annexure 'D'.

The performance guarantee shall be for an amount of 5% of the contract and valid for the duration of the contract period plus 60 days.

The performance security can be encashed by the First Party to recover any amount which is payable by the Service Provider to the First party on any account for a cause arising out of the contract.

16.4 Correction of Certificates

The Care Taker or any authorized person may by any Interim Payment Certificate make any correction or modification in any previous Interim Payment Certificate which has been issued by him, and shall have authority, if any work is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.

16.5 Final Certificate

Within 28 days after receipt of the Final Statement, and the written discharge, the Care Taker shall issue to the First Party (with a copy to the Service Provider) a Final Certificate stating;

- (a) The amount which in the opinion of the Care Taker, is finally due under the Contract, and
- (b) After giving credit to the First Party for all amounts previously paid by the First Party and for all sums to which the First party is entitled under the Contract.

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17. **Default of Service Provider**

If the performance of the contract and is not satisfactory and not corrected within 3 days of receiving notice, then First Party shall be at liberty to terminate the contract and get the work executed through other means at the risk and cost of the Service Provider.

17.1 **Amicable Settlement of Dispute**

The party shall use their best efforts to settle amicable all disputes arising out of or in connection this contract or the interpretation thereof.

17.2 **Arbitration**

Any dispute and differences relating to the House Keeping Work, interpretation of Contract Conditions, quality of workmanship of materials used in the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions or these conditions or otherwise concerning the works of the execution or failure to execute the same whether arising during the progress of the work of after the completion or abandonment thereof in respect of which: -

Amicable settlement has not been reached

Shall be referred to the Sole Arbitration of the person to be appointed by DG, ESIC as arbitrator who shall proceed as per the Arbitration Act, 1996.

17.3 The work under the contract shall continue, during the Arbitration proceedings.

17.4 The award of the Arbitrator shall be final, conclusive and binding on both the parties.

18. **Payment on termination**

In the event of termination of the contract, First Party shall be at liberty to get balance work done at the risk and cost of the Service Provider and due payment of the Service Provider, if any, shall be released after the completion of whole of the works.

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