

**HAMDARD INSTITUTE OF MEDICAL SCIENCES & RESEARCH AND
ASSOCIATED HAH CENTENARY HOSPITAL**

J A M I A H A M D A R D

HAMDARD NAGAR

NEW DELHI –110062

**TENDER DOCUMENT
FOR
OUT SOURCING STAFF AT
HAMDARD INSTITUTE OF MEDICAL SCIENCES & RESEARCH
AND ASSOCIATED HAH CENTENARY HOSPITAL**

DESCRIPTION OF TENDER NOTICE FOR HIRING OF SUPPORTING STAFF THROUGH, OUT SOURCING AGENCY AT HAMDARD INSTITUTE OF MEDICAL SCIENCES & RESEARCH AND ASSOCIATED HAHC HOSPITAL, HAMDARD UNIVERSITY, NEW DELHI.

It is in continuation of tender notice for inviting sealed tenders in two bid systems (Technical Bid & Financial Bid) from registered and reputed out sourcing agency for hiring the para medical & other staff, at Hamdard Institute of Medical Sciences & Research and Associated Hospital, Hamdard University, New Delhi.

The tender shall be in two bid systems.

(a) Technical Bid: Containing information regarding business turn over, experience and other details the firm, to ascertain the suitability of the tenderer. **(Annexure I)**

(b) Financial Bid: Containing of rates & amount. **(Annexure II)**

1. The tender may be deposit/drop on or before 03-10-2017 up to 2.30 p.m. in the tender box placed in Dean Office Hamdard Institute of Medical Sciences & Research and Associated Hospital, Hamdard University, New Delhi.
2. Tenders will be opened on the same day i.e 03-10-2017 at 4:00 p.m. in presence of the interested tenderer or their authorized representatives of the agency.
3. The competent authority of Hamdard Institute of Medical Sciences & Research and Associated Hospital, Hamdard University, New Delhi may send a University representative or a committee to visit of the establishments of the tenderers to assess their suitability, as part of the Technical Bid. The Commercial/ Financial bids of only those tenderer will be opened, who are found suitable by the committee appointed for the purpose.
4. Preference will be given to those agencies those have experience of providing supporting staff in Hospital, Universities, Colleges & Educational Institution and also registered with ISO 9001/2000 etc.
5. Tender documents can be submitted with required documents after satisfying himself eligible for participating in tendering. The tender cost is Rs. 5000/- only (non-refundable) & earnest money is Rs. 3,60,000/- only, that shall be in the form of demand draft in favor of Hamdard Institute of Medical Sciences & Research. The demand drafts shall be along with the Technical Bid envelope.
6. **The bidder should submit the Technical Bid (Annexure I) & Financial/Commercial Bid (Annexure II) as per format attached herewith along with tender document and tender cost & earnest money. The demand draft of tender cost Rs. 5000/- only (non refundable) and EMD for Rs.3,60,000/- only along with the Technical Bid in Separate sealed envelopes super-scribing "Technical Bid/" and "Financial/Commercial Bid" respectively. These two envelopes should be then put in an envelope and sealed properly and Super-Scribed "OUTSOURCE PARA MEDICAL & OTHER STAFF AT HAMDARD INSTITUTE OF MEDICAL SCIENCES & RESEARCH AND ASSOCIATED HOSPITAL".**
7. **The documents should be numbered and indicated page nos. in an index for reference of attached documents.**
8. Hamdard Institute of Medical Sciences & Research shall reserve the right to bi-furcated the whole work or reject any/all the tenders without assigning any reason whatsoever.
9. **Tenders should be addressed to the Head Finance & Administration of Hamdard Institute of Medical Sciences & Research, Hamdard University New Delhi -62.**

The following information will be indicated on the Envelope cover.

- a) Tender for hiring **the para medical & other staff through outsourcing for at Hamdard Institute of Medical Sciences & Research and Associated Hospital**
- b) Name of Firm. _____
- c) No. of NIT. _____
- d) Clearly indicate on the envelopes **“TECHNICAL BID” OR FINANCIAL BID.**

**TENDER FORM FOR HIRING OF PARA MEDICAL & OTHER STAFF THROUGH
OUTSOURCING FOR AT HAMDARD INSTITUTE OF MEDICAL SCIENCES & RESEARCH
AND ASSOCIATED HAH CENTENARY HOSPITAL.**

1. Cost of tender. Rs. 5000/- only (Non Refundable)
2. Due date of tender submission. Latest by 03-10-17(up to 2.30 p.m.)
3. Time and date of tender opening. On 03-10-17(at 4.00 p.m.)
4. Earnest Money. Rs. 3.60,000/- only.
5. Security money. Rs. 5.00 lakh minimum or as decided by the competent authority.
6. Term of contract. One year or as decided by the competent authority.
7. Names, address of Firm/Agency and Telephone No.....
.....
.....
8. Registration number of the Firm/Agency.....
9. Please specify as to whether tenderer is a sole proprietor/partnership or company.....
10. Name & Telephone No of the partner/Director should be specified.
(a)----- (b)-----

11. Name, Designation, Address and Telephone No.....of authorized person of Firm
/Agency to deal with.....
12. PAN..... TANGST.....
13. E.S.I/P.F. No.....(With latest return challan copy)
14. License No. Under Contract Labour (R &A) Act. -----
15. Details of earnest money deposit. -----
a. Amount. (Rs. In words) -----
b. Demand Draft No. -----in favors of HIMSR
c. Name of the issuing authority. ----- New. Delhi.
16. Declaration by the Tenderer

This is to certify that I/We before signing this tender have and fully understood all the terms and conditions and instructions contained herein and undertake myself/ ourselves abide by the said terms and conditions.

TENDERER'S NAME & SIGNATURE

GENERAL TERM & CONDITIONS OF THE TENDER

1. Sealed Tenders in prescribed form (ANNEXURE – I, & II) dully filled must be submitted along with the EMD, Bank Draft. The draft shall be in favors of “Hamdard Institute of Medical Sciences & Research” amounting Rs.3,60,000/- only as an earnest money latest by 03-10-2017 up to 2.30 p.m. along with Technical Bid.
2. The tender committee will open the tender on 03-10-2017 at 4.00 p.m. in presence of interested tenderer/ representatives.
3. The contract is likely to commence from 01. 11. 2017 and would continue for a period of one year. The period of the contract may be further extended after the completion of contract, provided the requirement of the HIMSR for augmenting its present manpower persists at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected tenderer/ agency or cessation of the requirement of work or due to any change in government policy/rules.
The competent authority of Hamdard Institute of Medical Sciences & Research, however, reserves the right to terminate this initial contract at any time after giving one week’s notice to the selected tenderer/agency.
4. Tenders not confirming the prescribed requirements and non-submission of required documents/ copies may be rejected and no correspondence thereof shall be entertained whatsoever.
5. The tender form should be clearly filled in ink legibly or typed. The tenderer should quote the rates & amount tendered by him/them in figure & as well as in words. The tenderer should take care that the rate and amount should be written in such a way that interpretation is not possible. Alterations unless legibly attested by tenderer, shall disqualify the tender. The tender form should be signed by the tenderer himself. ***Self-Attested copies of the Registration Number of the firm, license no. under Contract Labours Act, Provident Fund Account no. (Allotted by Provident Fund Commissioner), ESI No. (allotted by the E. S. I. Department), GST No. and copy of the Income Tax Clearance Certificate, Satisfactory Performance Certificate issued by the concerned agency/ Organizations, Memorandum of firm and partnership deed if firm is in partnership shall be enclosed.***
6. The rate should be in accordance with the provisions of minimum wages act, labours laws and other standard provision like E.S.I., E.P.F. etc. to eligible staff.
7. The tenderer with seal of agency/firm should sign every paper of the tender as a confirmation of acceptance of the terms & conditions mentioned on the each paper.
8. No column should be left blank, which would be otherwise, made the tender liable to be rejection.
9. **The preference can be given to those contractors who have minimum 05 years’ experience of Supply of out-sourcing staff in Hospitals, University, College & Educational Institutes.**
10. The earnest money will liable to be forfeited, if the tenderer withdraws or amends & derogates from the tender in any respect within the period of validity of the tender.
11. Every amount paid to the contractor shall be subject to the deduction of Tax at source and other taxes as applicable from time to time by Govt. of India. The tenderer/contractor shall deposit a security in favors of Hamdard Institute of Medical Sciences & Research for an amount of Rs.5,00,000.00 minimum or as decided by the competent authority of Hamdard Institute of Medical Sciences & Research, ether in cash or in the form of Bank draft for the due performance of the contract, within 15 days from the date contract.

In the event of breach/ violation or contravention of any terms and conditions herein by the contractor, the security deposited shall be forfeited by the Hamdard Institute of Medical Sciences & Research, in addition of any amount of penalty as decided by the Director General Hamdard Institute of Medical Sciences & Research shall be recoverable from security amount if not paid by the tenderer. The earnest money can be adjusted against security money. No Interest shall be paid on earnest and security money deposit.

12. Tenderer while submitting a tender would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
13. Any Act on the part of the tenderer to influence anybody in Hamdard Institute of Medical Sciences & Research is liable to rejection of his tender.
14. That the contractor shall require to obtain the labor license under the contract labor regulations and abolition at 1970 from the concern authority within two months from the signing of the agreement. The contractor shall also require to obtain police verification of all their personals deployed at HIMSR and associated HAHC Hospital.
15. The tenderer should have adequate facilities (infrastructure, qualified and expert manpower) for testing/screening of personnel to ensure that they conform to the given standards of knowledge/skill and experience before deployment. This aspect is also subject to evaluation/verification by Hamdard Institute of Medical Sciences & Research.
16. The age of the outsource staff shall be normally between 18-35 years.
17. That the outsourced staff shall be available all the time as per their duty roaster and they shall not leave their place of duty, failing which the salary of the worker shall be deducted from the bill of the contractor. The staff shall mark their attendance (in & out) in a bio-metric machine.
18. That the agency shall be responsible to provide immediate replacement to take place of any supplied worker/ staff, who is not available for duty at the place of posting or found not fit for assigned job/work.
19. That the agency/contractor staff shall work under supervision, direction and overall administration of the contractor, who will be subsequently responsible /assumable to the Hamdard Institute of Medical Sciences & Research.
20. The Tenderer should not have default in payment of statutory dues like EPF/ESI/Income Tax etc. Regularisation of EPF & ESI shall be subject to actual GST payment by the contractor.
21. That the agency shall also be wholly responsible to provide all the benefits viz. P.F., E. S. I etc., to eligible personnel engaged if admissible.
22. That the contractor shall have to produce documentary proof i.e. Voter Card, Aadhar Card etc. in support of identity of the person deployed at Hamdard Institute of Medical Sciences & Research.
23. Tender must be unconditional. The rates shall remain unchanged atleast for six months from the date of agreement.
24. That Hamdard Institute of Medical Sciences & Research shall have the right to ask the contractor to remove any such person from Hamdard Institute of Medical Sciences & Research, who found not competent and orderly in the discharge of assign work.
25. The person deployed by the contractor to perform duty shall wear proper Uniforms as prescribed / desired by Hamdard Institute of Medical Sciences & Research, in clean & tidy conditions, and Identity card for which Hamdard Institute of Medical Sciences & Research shall not pay any extra amount. The contractor shall ensure that their personnel wear the uniform & identity card all times while on duty, failing which a fine of Rs. 100/- per person per day shall be deducted from the monthly bill of the contractor

26. That the agency shall not engage any sub-contractor or transfer the contract to any other person in any manner. If found subletting the contract can be terminated immediately including action as deemed fit by the competent authority of Hamdard Institute of Medical Sciences & Research.
27. That the contractor at his own cost shall maintain appropriate records in reference to deployment of staff, salary payment of ESI & PF etc.
28. That the contractor, shall at their own cost, employ/ deploy staff to render aforesaid services to HIMSR and the contractor shall be solely responsible for timely payment of their wages / salaries, remuneration and other obligatory dues / benefits under any law for the time being in force, or which may come into force, during currency of contract. the contractor shall comply with all provisions of applicable labor laws and / or any other acts for which such personnel are subjected to and shall keep Hamdard Institute of Medical Sciences & Research indemnified from all such acts, omissions, faults, breaches and / any claims, payments, loss, demands, injuries, and expenses etc. in connection with such personnel deployed by the contractor. Hamdard Institute of Medical Sciences & Research will not be responsible for such acts, omissions, faults, breaches and / any claims, payments, loss, demands, injuries, and expenses etc
29. That the salaries of the workers should be distributed by the contractor on their own printed vouchers duly signed by the receivers on revenue stamps or remit the same in their bank accounts. The photocopies of the same can be taken by the competent authority to check and for record.
30. The contractor must insure that the workers supplied by them are working properly at assigned place as the payment shall be made on the recommendation of head of the department.
31. That the contractor should deploy one supervisor for due diligence of duties who will keep close liaison with officials of HIMSR and carry on the orders / modifications in the orders from time to time
32. In case of any dispute or difference, remain unresolved the matter shall be referred to the Arbitrator appointed by the Director General Hamdard Institute of Medical Sciences & Research. The Award of the Arbitrator shall be final and binding on the parties. The jurisdiction shall only at Delhi/New Delhi.
33. The tenders not conforming to these requirements will be rejected and no correspondence thereof shall be entertained whatsoever.
34. The tenders should submit an affidavit on non-judicial paper to confirm that they have never been blacklisted from any organization or defaulter of EPF & ESI etc.

CONTRACTORS SIGN AND SEAL

DRAFT OF AGREEMENT

This Deed of agreement is executed on day of at New Delhi.

BETWEEN

Hamdard Institute of Medical Sciences & Research, Hamdard Nagar, New Delhi, through its Dean, hereinafter referred to party of the first part.

AND

M/s., through
....., hereinafter referred to as the contractor, party of the second part.....

The expression party of the first part and party of the second part shall however mean and include their successor, appointees, assignees etc.

WHEREAS the Hamdard Institute of Medical Sciences & Research, party of the first part is desirous of getting the “services of para medical and other staff through outsourcing” at Hamdard Institute of Medical Sciences & Research through contractor by providing the adequate number of personnel Male and Female as per requirement.

AND WHEREAS the party of the second part has assured that they possess the require experience manpower and have facilities to render services and has offered/ undertake to provide aforesaid services on the following terms & conditions.

NOWITISHEREBYAGREDBYANDBETWEENTHEPARTIESHERETOASFOLLOW:

1. That the contractor, party of the second part shall engage & deploy require number of personnel Male and Female at required places/departments at Hamdard Institute of Medical Sciences & Research.
2. That in consideration of the said services, Hamdard Institute of Medical Sciences & Research, party of the first part shall pay the minimum wage basis as agreed and decided.
3. That any payment to the contractor is subject to all applicable deductions TDS, J.H.W.C. (0.25%) etc. as per prevailing rates prescribed under the Rule/Law/Act. and come during the contract.
4. That the contractor at his own cost will provide due incentive or other obligations to his workers & approved uniform etc. The all above shall be inclusive of total amount of contract.
5. That the Director General Hamdard Institute of Medical Sciences & Research, party of the first part reserves the right of altering, adding or omitting any items & condition otherwise and such alterations or variations shall not vitiate this agreement.
6. That the contractor shall be responsible for liability to all or any of the personal so engaged/ arranged by him under any legislation and also for any misconduct, negligence or other culpable act on their part.
7. That the staff deployed by the contractor shall be computer literate and well versed in official work.
8. That the contractor shall be responsible for any loss/theft or damages to the properties belonging to Hamdard Institute of Medical Sciences & Research, party of the first part, caused by his staff negligence or any theft etc. in building will pay to the party of the first part or allow the amount of loss sustained by the party of first part, to be deducted from any such amount due to the contractor, party of the Second part. The responsibility for any

such loss or damage shall have to be decided by the party of the first part on findings of the Inquiry Committee, fixed for the purpose by the party of the first part.

9. The efficiency is the essence of this contract. The contractor will provide the services set out above, efficiently. In case of failure to provide such services to the satisfaction of the party of the first part, the contractor, party of the second part, shall pay to the party of the first part/or authorize to the party of the first part to deduct the sum equivalent to actual extent of job not done or not properly done and a reasonable sum may be to the extent of 10% of the monthly bills or as decided by the competent authority, as liquidated damages from any payment, due to the contractor, party of the second part.
10. That during the continuance of this agreement, the contractor, party of the second part shall at his own cost arrange, employ/deploy staff at Hamdard Institute of Medical Sciences & Research. The said staff employed by the contractor for rendering the services as contracted, will be the employees of the contractor, and will be on his pay rolls and they shall receive instructions from the contractor, for their duties etc., the contractor shall be solely responsible for the payment of their salaries, remuneration and other dues whatsoever to which such staff will be entitled to, under any law for the time being in force or which may come in force during the currency of the contract.
11. That the contractor, party of the second part will comply with all the provisions of the labour laws including Employees State Insurance Act, Workman's Compensation Act, Payment of Minimum Wages Act, Employees P. F. Act and timely payment of all their dues, in respect of the employees engaged by him for rendering the services and shall keep Hamdard Institute of Medical Sciences & Research indemnified from all acts and omissions, faults, breaches and/or claims, payment, loss, demands, injury and expenses, etc. Jamia Hamdard, party of first part will not be responsible for such acts, omissions, faults, breaches and/or claims, demands, injury and expenses etc.
12. That the monthly bills relating to the aforesaid services shall be paid by the party of the first part each month. The contractor, party of the second part shall submit the Bills and also ensure compliance of provisions of labour law including E. S. I., payment of Minimum Wages, E.P.F. and other obligations under the law in connection with their applicability to his employees / personnel, only on satisfied / Jamia Hamdard shall clear the bill. The party of the second part shall disburse the wages (not less than the rates as notified under the payment of Minimum Wages Act) to his personnel. The representative of the party of the first part may check the payment of all his personnel.
13. That the tenure of the present agreement is for a period ofw. e. f.toHowever this contract can be terminated at any time by giving one-month notice in writing in advance on either side without any reason what so ever. In case if the contractor, fails to provide require man power/ workers for more than one days, in such circumstances the contract can be terminated forthwith by the party of the first part without any notice etc.
15. That the contractor, party of the second part shall deposit a sum of Rs. 5,00000.00 with the party of the first part as Security Money, or a bank guarantee decided by the authority for due discharge of his services or responsibilities, in accordance with the terms and conditions of this agreement. In case of breach of any of the conditions of Agreement, committed by the party of the second part, the security money/amount is liable to be

forfeited. If not forfeited, then the security money is liable to be discharged on the expiry of the contract period, without any interest.

16. That in the event of any dispute, differences, arising between the parties of this agreement for any reason whatsoever relating to this agreement whether during the substance / currency of this agreement or thereafter the parties will endeavor to amicably resolve the same, but in case if dispute or differences still remain unresolved, the same shall be referred to a sole arbitrator appointed by the Director General Hamdard Institute of Medical Sciences & Research. The decision of the arbitrator shall be final and binding upon both the parties concerned.

IN WITNESS WHEREOF,, Dean, Hamdard Institute of Medical Sciences & Research of the party of the first part and Mr., party of the second part have here into respectively signed the agreement on the day and the year first above written.

Mr.....

.....
Research

.....
.....

110062. (Party of the second part)

of the first part) Witnesses:

Dean

Hamdard Institute of Medical Sciences &

Hamdard University

New Delhi-

(Party

CONTRACTORS SIGNAND SEAL