

Corrigendum

REVISED-ATC (Additional Term & Condition) for House keeping Service

Note: Pre bid queries and its clarification attached at the bottom of the ATC as Annexure A(1), in refererence to the pre bid meeting held on 19/12/2022 has been appended for kind information to all bidders/selleres.

GENERAL Terms and Conditions

The GeM (Government e-Marketplace) bid is invited to provide Allied House Keeping services in the AIIMS Medical College Building, Ayush Building, Girls Hostel, Boys Hostel, Hospital Complex, Residential Complex etc. located at AIIMS, Saket Nagar, Bhopal. The number of manpower shown may however vary (i.e. may decrease/increase) as per actual requirement of the institute.

General criteria:-

Work Order to be submitted showing bed strength.

The Hospital Registration Certificate under Clinical Establishment Act to be submitted.

Pollution Control Board Certificate of the hospital showing the bed strength.

Both above point b and c are optional

Total number of manpower verified from 9A EPF and Form No. 5A ESIC Return of contribution to ESI-Undertaking by the bidder stating that those number of people are engaged in a hospital set up.

ISO Certificate for Mechanized and Automated Cleaning, Housekeeping and Allied Services.

. SA Certificate to develop, maintain and apply socially acceptable practices in the workplace.

OHSAS Certificate to enable organizations to control risks and improve performance in the area of OH&S.

The detailed work plan in reference with Scope of Work and presented to the committee, to be submitted by the vendor.

Satisfactory work performance certificate from the respective clients certifying suitability, technical knowledge or capability of the bidder should be signed by an officer not below the rank of Director/Medical Superintendent/Authorized Officer.

ELIGIBLE SERVICE PROVIDERS :-

All persons (Individual/ HUF/Proprietor firm/ Partnership firm/Corporate/LL Partnership/PSU or any business entity) registered under Indian Registration Act 1908 / Indian Partnership Act 1932/ / Companies Act 1956 , providing similar kind of services for

three years during the last five years (i.e. providing Cleaning, Housekeeping & Allied Services through Ex-servicemen/ Civil Guards) in Hospitals/ Educational/ Research Institutions, Universities run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies.

Self-attested Copies of the following documents **pertaining to Cleaning, Housekeeping & Allied Services** should be also submitted along with the Technical Bid:

Income tax return for last three financial years i.e. 2019-20 to 2021-22.

GST Registration certificate

GST Return (1 filed for Last one year).

Copy of PAN Card.

ESIC registration Certificate

EPF registration certificate.

Registration certificates under contract Labour (R&A) Act 1970.

Undertaking to provide Cleaning, Housekeeping & Allied Services to AIIMS Bhopal.

Blacklisting/ De-barred status undertaking in **Annexure-P**

The Branch Office/ channel partner in Bhopal, is necessary if the contract is awarded to the vendor. The address of the branch office/channel partner along with name of contact person with cell phone no. will be furnished to the institute within 30 days from the date of issue of Contract Order. In case, no office is available presently at Bhopal, the same shall be opened within 30 days of award of contract.

The first payment shall be released only after providing the above detail.

PERIOD OF CONTRACT: -

The contract will be initially for a period of **Two (2) years, extendable for a further maximum period of ONE year** on the basis of mutual consent of both the parties purely based on satisfactory work performance in accordance with the terms and conditions of the contract.

Though the period of contract will be 3 years, The AIIMS Bhopal reserve unconditional right to revoke/cancel the contract at any time by serving 3 months' prior notice to agency.

SUBMISSION AND ACCEPTANCE OF WORK PLAN: -

The bidder should submit a work plan after site visit with due diligence and in reference to the institutional requirement as provided in scope of work. The vendor should submit protocol adopted for quality assurance of the HK work in terms of daily checks, weekly assessment etc. and the same will be duly verified during contract period by the designated facility manager of the vendor and AIIMS officials. The work plan of the successful bidder is operational subject to acceptance by AIIMS authorities with any modifications as required.

LOCAL FUNCTIONAL OFFICE AT BHOPAL CITY: The participating Housekeeping Service Provider Agency should have local Functional Office based at Bhopal City to handle AIIMS Bhopal Housekeeping Services work contract efficiently.

.QUALITY OF SERVICES:

All Services to be supplied by the contractor shall be in conformity with the

specifications laid down in the Contract. The services supplied under the Contract must be of the highest quality and standard.

INSPECTION OF SERVICES:

The AIIMS Bhopal will carry out inspection of the Services provided to confirm that these are in sync with the Contract specifications through nominated Nodal Officer for Housekeeping Services. The Director, AIIMS Bhopal or his nominee shall be entitled to inspect the services at any time.

REPORTING& PENALTIES FOR QUALITY ASSURANCE

The following reports required to be submitted by the vendor: -

A daily report of staff presents on duty in all the shifts (Biometric central & From Area of Posting)

A daily report of the status of the equipment and its utilization.

A daily report of the washing undertaken.

A daily report of the chemicals and the consumables used.

A daily report of the general sanitation from the Sanitation Officer or any other officer deputed for the purpose based on the designated Performa.

A monthly feedback report from the user areas as based on Key Performance Indicators (KPI).

A centralized complaint reporting and redressal mechanism to be managed by the bidder. The redressal has to be certified by the complainant.

Any other reporting mechanism as desired by AIIMS Bhopal

7.PAYMENTS:

The payment against bills shall be made every month by AIIMS, Bhopal. The bill has to be accompanied by the exact data of personnel employed plus other charges as per rates quoted in Financial Bid. which should be certified by authorized officers/employee of AIIMS, Bhopal on a daily basis. If the contractor fails to pay wages/salary including statutory liabilities to its employee as deployed at AIIMS, Bhopal within stipulated time; AIIMS Bhopal have right to pay employees from their performance guarantee/Security deposits and necessary action for debarring the bidder for 3 (Three) Years shall be taken.

The contractor will have to submit the proof of deposits of each employee contribution towards EPF/ESI etc. in every month and has to obtain an affidavit on non-judicial stamp paper of Rs 500/- that they have deposited the ESI/EPF contribution of actual numbers of personnel mentioned in the bills.

The contractor shall submit a certificate along with each bill that the payment has been made to its personnel as per acquaintance roll and all labour laws obligations have been complied with including payment of overtime allowance to confirm the correctness of payments.

As per agreement of contract for outsourcing agencies/services all documents, certificates, affidavits and verification etc. as required to be attached/enclosed with the bills submitted for payment.

Monthly Payment Shall be released after submission of the following certificate

- i) Wages of worker were credited to their bank account on ----date (Copy of Bank Advice enclosed)
- ii) ESI contribution related to worker amounting to RSwas deposited on ...date(Copy of the challan enclosed)
- iii) EPF contribution relating to worker amounting to RSwas deposited on ...date(Copy of the challan enclosed)
- iv) GST amounting to RSwas deposited on ...date(Copy of the challan enclosed)
- v) We are complying with all statutory labour law including Minimum wage act of central Govt.

**PROHIBITION FOR TRANSFERING/SUBCONTRACTING ASSIGNED WORK
OTHER PARTY**

The contractor shall not engage any sub-contractor or transfer of the contract to any other service provider.

9 .CORRUPT OR FRAUDULENT PRACTICES and Retention of experienced workforce and (Eligibility criteria):

The AIIMS, Bhopal expects to the Contractors under this e-tender to observe the highest standards of ethics during the execution of the contract and to be enter into, in pursuance of AIIMS, Bhopal policy, the terms of which are set forth as follows:

‘Corrupt practice’ means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in Contract execution, and ‘Fraudulent practice’ means a misrepresentation of facts in order to influence a procurement process or a execution of a Contract to the detriment of the AIIMS, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive AIIMS, Bhopal of the benefits of the free and open competition.

AIIMS Bhopal strictly follow zero tolerance policy towards corrupt practice in matter of financial transactions and employment process and in all-other related matters. The prospective bidders are advised to note and meticulously observes the same in their dealings. The prospective bidder shall be personally responsible in case any complaint or non-observance of AIIMS policy is noticed during the contract period. The AIIMS Bhopal will not hesitate to terminate the contract in cases of non-observance. Complaints, if any will be got investigated and after due process, the action as deemed fit taken.

All the total engaged manpower under the contract should have minimum six month of working experience in a 500 beds tertiary care hospital which could be verifiable through ESI/PF deductions of the individuals and Registration certificate of the Hospital and any other related official documents. If the above criteria is not fulfilled, any relaxation would be permitted only after due approvals of the competent authority.

10. SHIFTS & SHIFTSTIMINGS: -

1st Shift : 6.00 am to 2.00 pm
2nd Shift 2.00 pm to 10.00 pm
3rd Shift 10.00 pm to 06.00 am
General Shift: 08:30 am to 4.30 pm

11. RIGHTS OF THE AIIMS

The AIIMS, Bhopal reserves the right to suitably **increase/decrease** the Detailed Scope of Cleaning, Housekeeping & Allied Services work given of this Bid. In case the AIIMS does not in any way guarantee of the quantity for which an order may be placed and manpower quantity may only be treated as indicative.

In case of any ambiguity in the interpretation of any of the Clauses in E-tender Document or the Contract Document, interpretation of the Clauses by the AIIMS Bhopal shall be final and abide by all the Parties.

12. REVIEW & TERMINATION

It may be noted that quality of Cleaning, Housekeeping & Allied service and Operations as per SOPS given at **Annexure-A to AJ** and Cleaning Schedule as per **Annexure-B**, and as per Cleaning Methods and Material given in **Annexue-C-1 to C-7** are the essence of the Contract. If at any time, it is found that the result of quality of Cleaning & Housekeeping services is poor for more than a period of **10 days**, the Contract may be terminated. AIIMS, Bhopal would periodically draw swab samples from the areas allotted to the Contractor to check Sterility & Cleanliness.

13. HYGIENE STANDARDS, POLICE VERIFICATION AND MEDICAL CERTIFICATE OF DEPLOYED STAFF OF THE CONTRACTOR:

The employee deployed by the contractor should be in proper uniform, wearing ID Cards as prescribed by AIIMS Bhopal at all the time of work and shall be available at their assigned place of work during their duty time.

The employee deployed by the contractor should be presentable in appearance i.e. well cut and groomed hair, properly combed, shaved etc.

Contractor/service provider shall provide Police Verification of each of Manpower deployed for handling AIIMS Bhopal Cleaning, Housekeeping & Allied Services assignments and shall submit to AIIMS Bhopal along with list of all relevant information like Name, Address, Contact Number, Qualification, Aadhar Number etc. The Medical examination of the staff deployed to ensure that they are free from any contagious diseases and/or are fit for discharge of duties as are assigned to him/her. Medical certificate every year months shall be provided.

14.The contractor work shall be executed under the supervision and controlling of Sanitation Officers/Sanitation Inspector/Authorized official/officer of AIIMS Bhopal. The contractor shall make necessary arrangements to provide them mobile/phone connection at his duty cost. The complaints regarding cleaning, sanitation, housekeeping & allied services made at the centralized control room/desk and shall be directed to the supervisors. He must ensure speedy redressal.

15. Prohibition for deployment of Minors: The contractor shall not engage the personnel below the age of 18 years. All the personnel deployed by the contractor shall be medically fit and their antecedent be verified prior to their deployment in AIIMS Bhopal. Persons at higher risk should be vaccinated against Hepatitis 'B'.

16. Maintenance of Records: The contractor has to maintain all the appropriate and statutory records at his own cost. In case of any violation of any statutory provisions under any applicable law related to the work, the liability of the same shall be the contractor and AIIMS, Bhopal will not be responsible in any case.

17. MINOR REPAIRS: -

As Engineering department already exists in AIIMS, Bhopal, permanent repairs & and other structural changes/breaking of walls etc., shall be done by the Engineering department, while repairs needing immediate attention shall be dealt by the Housekeeping like leaking taps, pipes, waste pipes, jets, seal traps, bottle traps, Jallies etc. For this purpose, a plumber with adequate tools will be deployed round the clock.

They should report any major sanitation and plumbing repairs not covered under above clause to the Engineering department and get the same rectified with the direction and supervision of them and the major nature accessories and plumbing items shall be provided by Engineering Department to them.

Dusting of the fire extinguishers, gas pipelines, Air Conditioners, Fans, Light & Fixtures, LED Screens, TVs, Medical Equipment etc., shall be done by the housekeeping Contractor under the routine maintenance & shafts cleaning shall be done by the concerned Engineering Department of AIIMS Bhopal.

18. CLEANING OF DIFFICULT STAINS AND RUST: -

Removal procedure to be well defined including use of specific chemicals. The cleaning of Upholstery to be included in the same. While removing the difficult Stains, the basic principles as

19. FOLLOWING MAY BE KEPT IN MIND: -

All stains should as far as possible, be removed while still fresh.

Before using any reagent, it should be tested on a hidden or small portion of the surface.

If the nature of the stain unknown, it should be treated first by the least harmful method, passing on from one process to next more active until an effective reagent is reached.

The nature and texture of the surface should be borne in mind while selecting their agent for stain removal.

The reagent bottle should be tightly capped after each use. (vi) The room should have good ventilation.

After stain removal, the reagent should be neutralized. An acidic solution is neutralized with an alkaline one and vice / versa. A thorough rinsing with clean water is essential after each treatment.

Spills of blood and other body substances, such as urine, faeces and emesis, must be contained, cleaned and the area disinfected immediately.

20. BIO MEDICAL WASTE (BMW) MANAGEMENT: -

The Agency should ensure the hospital waste handled from point of generation to till removal by the BMW management agency. The house keeping agency should abide by the BMW agency with Bio-Medical Waste (Management and Handling) Rules, 2016 and amendments.

21. CHEMICALS: -

At least three reputed brand names with BIS (Bureau of Indian standard) Marks to be proposed for all the chemicals to be used for cleaning. All cleaning agents and disinfectants should be appropriately labeled and stored in a manner that eliminates risk of contamination, inhalation, skin contact or personal injury. Chemicals must be clearly labeled and MSDS must be readily available for each item in case of accidents. If a refillable bottle is used for storing disinfectant solution, it should never be topped up with fresh disinfectant. Always use a clean, dry, appropriately sized bottle, label the product and date it. The product should be discarded when past the expiry date for stability.

22. Equipment used to clean toilets (e.g., toilet brushes, toilet swabs) should not be carried from room-to-room. In common toilet, a system should be developed for replacement of toilet brushes on a regular basis or as required. Tool for cleaning toilets shall be ones that will minimize splashing.

23. Bidder would ensure that healthcare area is neat and clean by 8:00 am in the morning daily; and would ensure cleanliness throughout the day. While doing cleaning at night/early morning hours bidder should ensure that patients and attendants are not disturbed.

24. The prices for providing required all consumables for handling the AIIMS Bhopal Housekeeping job which is mentioned in "Scope of work" shall be added in the financial bid as a separate component. However, the successful bidder will be reimbursed amount for the consumables and chemicals received and accepted against an invoice after following the due verifications by the concerned sections/committee/officer as designated by the competent authority (In reference with the financial bid)

25. It will be the responsibility of the contractor to provide uniform of distinct color and design approved by the AIIMS Bhopal authority and ensure its compliance.

The contractor shall issue identity cards to its employees in consultation with officer of the AIIMS Bhopal to ensure safety of premises. Staff engaged by the firm will carry the card which can be checked randomly and non-adherence will invite a penalty.

The contractor shall be responsible for taking all measures to safeguard (all the staff employed by the firm) from all the likely health hazards including Personal Protective Equipment (PPE) and immunization.

ATTENDANCE OF WORKER OF AGENCY: -

The attendance verification of the worker of agency will done by biometric authentication and counter verified with the user department and service provider will be liable to arrange and set up for biometric authentication and access of same will be given to AIIMS authorities. The service provider shall bear for the all expense related to the same.

29. CONTINGENCY SERVICES: -

The service provider shall also provide cleaning services in the entire premises as and when the contingency arises, on any day of the week.

The service provider shall be responsible to maintain quality and work efficiency by deploying extra staff, if so required.

No extra payment shall be charged for this contingency

30. Persons suffering from contagious or infectious disease shall not be employed or permitted to work in AIIMS Bhopal & Service provider shall be responsible for providing medical fitness certificate at time of deploying worker in AIIMS Bhopal and it reserves rights to examine any of the employees for medical fitness without prior notice/intimate to contractor. Expenses, if any incurred by AIIMS Bhopal on medical examination, shall be borne and paid by the contractor.

31. VACCINATION: -

Service provider shall be responsible for the vaccination of all workers to be deployed in AIIMS, Bhopal of Blood Born disease (Including TT) within 1 month of beginning of contract and within 1 month in case of future engagement of worker during tenure of contract.

32. REMOVAL OF SOLID WASTE: -

Service provider shall be responsible for removal of Solid waste (Dry and Wet waste) from AIIMS on day basis, Bhopal by tractor and service provider shall bear all the expenses related to the same.

33. OFFICE AND STAFF OF AGENCY: -

Agency will deploy a facility manager (1) who has relevant and adequate experience and Clerk (1) on their own pay role for smooth functioning of housekeeping operations and other related work in AIIMS Bhopal. Limited space as required for office and operations will be provided by the Institution. If any rent is specified during the contract period, the same will be deducted from monthly bills of the vendor.

34. TRAINING: -

Agency will provide periodic and continual training to the Sanitary Attendants & sanitary supervisors of specified hours as given in scope of work to maintain quality and standard of housekeeping services in AIIMS Bhopal as per kayakalp guidelines, recommendation of AIIMS Bhopal Disinfection policy and Bio Medical Waste Handling rule 2016 and their amendments. The documentary evidence of conducting trainings should be submitted to the AIIMS authorities every 3 months.

35. INDEMNIFICATION: - AIIMS Bhopal stands indemnified of any issues and consequences there of arise out of vendor, his man power, material and machines and scope of Service under agency.

36. Service Charge:- The service charge should be quoted as a percentage of wages which includes relieving charges and employer's EPF/ESI contribution. Quoting of fixed amount as service charge will result in summary rejection of the bid. The Service charge quoted should be responsive and the same should be inclusive of provision for all expenses incidental to the execution of the contract by the bidder, including but not limited to, supervision, leave reserve, workman's compensation insurance, salary slip, Maintenance of record, stationery etc. The percentage of "Service Charges" quoted by the bidder shall remain unchanged for the entire Contract period, wage revision of the House keeping personnel's will be applicable as per central labour commissioner (GOI) from time to time. The service charge to be quoted should not be less than 3% of the consolidated wage **and** maximum two digits after decimal points are to be taken for evaluation. In case the bidder quotes less than 3% service charge than the same will be treated as non responsive bid. The bidder shall quote percentage upto 2 decimal point. If the bidder quotes percentage with more than 2 decimal points. Then upto two decimal point will be taken into consideration without rounding up. **Financial Bid format at Annexure R.**

37. The Service Provider should have sufficient employees on its rolls specifically trained for House Keeping Services. Full list of the employees, viz., name, age, employee code, designation, experience in the field of House keeping Services., PF, ESI deduction and details etc. should be attached with the Technical Bid, document in support of GST, ESI, EPF deduction and details of the health and safety measures the Service Provider has taken for his workers should also be attached with the technical bid.

38. The average annual turnover of the bidder in the last three financial years ending 31/3/2022 should be not less than ₹- 30 Crores (Annual turnover should be calculated including the taxes). The bidder should submit a copy of audited balance sheet for the last three (03) financial years (i.e. 2019-20, 2020-21 and 2021-22) and certificate issued by Chartered Accountant verifying the annual turnover. **Self-attested** Copies of the following documents should be submitted along with the Technical Bid:

Audited Copies of annual account duly attested by the Chartered Accountant of last three financial years i.e. 2019-20, 2020-21 and 2021-22.

Income tax return for last three financial years i.e. 2019-20, 2020-21 and 2021-22.

GST Registration certificate

GST R 1 filed for Last one year

GSTR-3B (is a monthly self-declaration) filed for last one year ending 31st December 2021.

(GST Return should be for House keeping Services, if not found for same work then Agency will be disqualified in Technical Evaluation).

Copy of PAN Card.

ESIC and EPF registration certificates.

Registration certificates under contract Labour (R&A) Act 1970.

Copy of proof of depositing contribution towards EPF, ESI & Service Tax ending last quarter December 2021.

Undertaking to provide house keeping services to AIIMS Bhopal.

Undertaking of ineligibility by any Authority.

Annual average turnover in Annexure-K.

Details of experience (similar nature Services) completed in last three years as per Annexure-L.

Details of valid certifications in Annexure-M

Performance report from concern organization as per Annexure-N.

Undertaking stating that their PSD has not been confiscated in the last five financial years.
Undertaking that their EMD deposited against any of the bid has not been forfeited during the last five financial years.

The Bidder should have at least 3 years experience of providing Allied House keeping Services to Central/State Govt. Institutes including PSU/Autonomous Organizations of more than 500 bedded and also having executed minimum value of contract of providing Allied House Keeping Services in last three financial years (i.e. 2019-20, 2020-21 and 2021-22) as mentioned below:-

The bidder must have executed One work order of similar nature of value equal to **₹28 Crores** or more **each** from any Govt./Semi Govt. / PSUs/Govt. Undertakings /Large Corporate Super-specialty Hospital's in last Three years.

OR

(b) Two work order of similar nature of value equal to **₹17.5 Crores** or more **each** from any Govt. / Semi-Govt. / PSUs / Govt. Undertakings / Large Corporate Super-specialty Hospital's in last three years.

OR

(c) Three work order of similar nature of value equal to **₹14 Crores** or more **each** from any Govt./ Semi Govt./ PSUs/ Govt. Undertakings/Large Corporate Super-Specialty Hospitals in the last three financial years.

All entries in the tender form should be legible and filled clearly. Any overwriting or cutting shall be signed by the authorized signatory.

The Service Provider shall quote for all categories failing which the bid shall be considered non responsive.

The Executive Director, AIIMS Bhopal reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute.

The competent authority of AIIMS Bhopal reserves the right to reject all or any tender in whole, or in part, without assigning any reasons thereof.

The House keeping Personnel deployed by the service provider shall be the employees of the Service Provider and they should not make any claim on AIIMS Bhopal regarding their employment. All statutory liabilities will be paid by the Service Provider such as ESI, PF, Workmen's Compensation Act, etc. **The list of staff going to be deployed shall be made available in advance before commencement of the deployment to the Institution for conducting physical fitness check** of the candidate selected by the agency and if any change is required on behalf of Institution fresh list of staff shall be made available by the Service Provider after each and every change.

The Service Provider shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act, Contract Labour (Regulation and Abolition) Act 1970. EPF Act, ESI Act and various other Acts as applicable from time to time with regard to the personnel engaged by the Service Provider for AIIMS Bhopal.

The antecedents of House Keeping staff deployed shall be got verified by the Service Provider from local police authorities and an undertaking in this regard to be submitted to the I/c House keeping. The Service Provider shall submit copies of the discharge books of ex-servicemen to the I/c House keeping before their deployment.

The Service Provider will maintain an attendance register in which day to day deployment of personnel will be entered. A Xerox copy of daily deployment sheet duly verified by the duty the I/c House keeping will be submitted. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The register shall remain available round the clock for inspection by the Authorized/ Representatives of the AIIMS, Bhopal.

The service provider shall ensure that the multiple duties during a day (within 24 Hours) will not be assigned to a House Keeping personnel.

The Service Provider shall mandatorily make provision for biometric attendance for all its manpower deployed at AIIMS, Bhopal. The service provider has to provide and maintain sufficient number (minimum 10 Nos.) of **Biometric attendance** device at his own cost for recording attendance of his all employees deployed in the Institute. At any point of time minimum 8 of these 10 biometric machine must be in working condition The BMW service providing agency of the vendor should have provision for AIIMS authority/administration to check, independently and remotely the attendance at any given point of time.

All liabilities arising out of accident or death of House keeping personnel employed, while on duty shall be borne by the Service Provider.

Service Provider and its House Keeping staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the AIIMS premises.

The AIIMS Bhopal shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Service Provider reserves the right to change the staff with prior intimation to the Executive Director, AIIMS Bhopal.

The personnel engaged should be of robust physique, proper height and project an image of utmost discipline. They have to be extremely courteous with pleasant mannerism in dealing with the Staff/Patients/Attendants. The AIIMS Bhopal shall have right to have any person removed in case the House keeping personnel is not performing the job satisfactorily. The Service Provider shall have to arrange the suitable replacement in all such cases.

The post wise eligibility criteria (as the case may be) shall be as per Uploaded scope of work. The service [provider agency will be required to get all the documents/testimonials verified from the nominated Committee of AIIMS, Bhopal and to get the candidature confirmed in all respect, before engagement of the manpower.

A candidate shall be free from evidence of any contagious or infectious disease which is likely to be aggravated by service or is likely to render him unfit for service or endanger the health of the public.

The Agency shall ensure that every House keeping personnel working for it undergoes a medical examination after every twelve months from his last such examination, so as to ensure the continued maintenance of physical standard as specified for the entry level. Medical record shall be maintained by agency and put up for inspection as and when called for by the Controlling Authority or authorized officer nominated by Controlling Authority.”

The reimbursement of wages paid would be made on monthly basis for all shifts deployed by the Service Provider based on the duty certificate supported by attendance sheet duly verified by the concerned In-charge for House Keeping Services of the Institute and bank transfer sheet duly acknowledged by the Bank.

The Service Provider shall deposit EPF and ESI of both employer and employee share within 15 days of the month of payment for the House keeping personnel engaged from own account and prefer the bill to the *AIIMS Bhopal for reimbursement of employer share only*.

The Service Provider along with reimbursement claim bill will submit self-attested copy of ECR of EPF, ESI & GST with the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.

No other claim on whatever account shall be entertained by the AIIMS Bhopal. The Service Provider will ensure that personnel's engaged by him are paid their wages on monthly basis in time. To ensure this requirement, the following procedure will be adopted: -

Service Provider shall pay monthly wages by 7th of each ensuing month. Failing which, a penalty @ 0.5% per week or part thereof on average estimated monthly bill will be imposed and the same will be deducted from the running bill of the service provider. Disbursement of wages on monthly basis shall not be linked to the payment of reimbursement of pervious bill by AIIMS Bhopal.

Payment to such workers must be online (NEFT/RTGS) to their Bank A/C. To ensure this mode of payment service provide will get a bank account opened for every worker engaged.

In order to ensure that entitled wages are disbursed by 7th of the ensuing month, the following schedule will be adhered to:

Month means the total number of days in a calendar month.

Monthly bill cycle will be from 1st day of the previous month to last day of the previous month.

Monthly bill as per above cycle, will be submitted by the service provider in the first week of next month.

The service provider must ensure that entitled wages of the workers are disbursed latest by 7th of the ensuing month. Service provider will not be given any relaxation in this matter.

The monthly payment to service provider would be limited to the entitled man days as per deployment order for the moth or actual deployment whichever is less.

Service provider must provide certificate Bank Transfer Sheet/Statement with monthly bill.

While submitting the bills for the next month, the service provider must file a certificate, certifying the following.

Wages of workers were credited to their bank accounts on..... (date).

ESI contribution related to workers amounting to Rs..... was deposited on..... (date)
(copy of challan enclosed)

EPF contribution relating to workers amounting to Rs.was deposited on... (date)
(copy of challan enclosed)

iv) That he is complying with all statutory Labour Laws including minimum wages act.

The Service Provider should submit the bill in the name of the Executive Director, AIIMS, Bhopal in accordance with the above time schedule.

Any damage or loss caused, in whatever form, by personnel(s) deployed by Service Providers to the AIIMS Bhopal would be recovered from the Service Provider.

The AIIMS Bhopal will brief the Service Provider about the House keeping service perception and its sensitivity to the personnel to be deployed by the Service Provider under the contract 2 to 3 days prior to the commencement of the Contract and this period will not be counted as shift manned by Service Providers personnel for the purpose of payment under the contract.

Delay in Deployment period: In case of deployment is not made within in the given period of time, 0.5% per week will be imposed on the value of total amount of contract for each week or part thereof, limited to a maximum of 10 percent of contract value.

In case the Services Provider fails to deploy the personnel for a period of 4 weeks from the date of placement of order, the contract is liable to be terminated by the competent authority.

Here it is clarified that the base line in this context shall be that “The deployment of the personnel needs to be started within two (02) weeks of the placement of work order. In case of failure, the penalties referred to above will be considered for imposition against the service provider.

In the event of failure to provide the service or any breach/violation or contravention of any terms and conditions contained herein by the Service Provider, the Performance Security Deposit of the Service Provider shall stand forfeited.

Any liability arising out of any litigation (including those in consumer courts) due to any act of Service Provider's personnel shall be directly borne by the Service Provider including all expenses/fines. The concerned Service Providers personnel shall attend the court as and when required.

If the Service Provider is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the AIIMS for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the AIIMS Bhopal.

During the course of contract, if any Service Providers personnel are found to be indulging in any corrupt practices or causing any loss of property in the Institution, the Executive Director AIIMS Bhopal shall be entitled to terminate the contract forthwith duly forfeiting the Service Providers Performance Security Deposit.

The Service Provider shall not engage any such sub-Service Provider or transfer the contract to any other person in any manner.

The Service Provider shall indemnify and hold the Institution harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Service Provider.

(i) SERVICE PROVIDER should submit self declaration form and character CERTIFICATE of his native district and resident district where he is living now. The Self declaration will include all information e.g. his Date of Birth, Education, professional skills and experiences, criminal cases if registered against him in any part of India.

If criminal cases are registered against Service Provider of House Keeping Staff, its detail/status must be mentioned separately.

(ii) Similarly, House Keeping Staff should submit self declaration form and character CERTIFICATE of his native district and resident district where he is living now. Self declaration will include all information e.g., his Date of Birth, Education, professional skills and experiences, criminal cases if registered against him in any part of India.

If criminal cases are registered against any candidate of Housekeeping its detail must be mentioned separately.

House Keeping staff engaged by the Service Provider shall not take part in any staff union and association activities.

The AIIMS Bhopal shall not be responsible for providing residential accommodation to any of the employee of the Service Provider.

The AIIMS Bhopal shall not be under any obligation for providing employment to any of the worker of the Service Provider after the expiry of the contract. The AIIMS does not recognize any employee employer relationship with any of the workers of the Service Provider.

If as a result of post payment audit any overpayment is detected in respect of any work done by the Service Provider or alleged to have been done by the Service Provider under the tender, it shall be recovered by the Institution from the Service Provider.

If any underpayment is discovered, the amount shall be duly paid to the Service Provider by the Institution.

The Service Provider shall provide the copies of relevant records pertaining to the period of contract or otherwise even after the contract is over whenever required by the AIIMS etc.

House Keeping personnel will be eligible for paid weekly off.

Employee share of EPF and ESI contribution shall be recovered from the gross remuneration & balance amount is to be released to the House keeping persons employed.

The Service Provider should have their own supervisory and quick response team in Bhopal to deal with any emergency situation.

Extra House keeping personnel if required to the institute for short duration, service provider has to provide on short notice.

The Service Provider is expected to examine all Instructions, Forms Terms and Conditions in the Tender Documents, failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the tender documents in every respect will be at the Service Provider's risk and may result in rejection of his bid.

The bidder shall not make or cause to be made any alteration, ensure or obliteration to the text of the Tender documents.

The selected service provider should provide every kind of manpower shown in the Scope of Work. In other words, there shall be no splitting/ dividing of the work. No sub-contract to any other agency will be allowed.

Rate quoted will include all statutory obligations (excluding GST) of the service provider under Gratuity, leaves, Insurance cost of House keeping personnel, medi claim cost, Identity Card, Salary Slip, Salary Sheet, Maintenance of records, Stationary, machinery, tools and equipments, consumables, admin charges, Uniform for House keeping personnel, registration fee of House keeping personnel, Placement charges for the House keeping personnel, medical fitness charges of House keeping personnel, police verification charges of House keeping personnel, expenses with basic amenities (i.e like bed, fan, almirah, personal locker, drinking water (water purifier), washroom with proper hygiene) and proper hygiene for House keeping , training to House keeping personnel etc and all the tools and equipment, Consumable and machinery as per Scope Works. The offers of those prospective bidders, which do not meet the statutory requirements, are liable to be rejected. All the above expenses and all other expenses mentioned in tender document must be included only in the service charge of the bidder

The service charge should be quoted as a percentage of wages, relieving charges and employer's EPF/ESI contribution. Quoting of fixed amount as service charge will result in summary rejection of the bid. The Service charge quoted should be responsive and the same should be inclusive of provision for all expenses incidental to the execution of the contract by the bidder, including but not

limited to, supervision, leave reserve, workman's compensation insurance, salary slip, Maintenance of record, stationery etc.. Employer's contribution towards EPF, ESI; if applicable, and other taxes will be paid on reimbursement basis on production of valid documents/challan. The percentage of "Service Charges" quoted by the bidder shall remain unchanged for the entire Contract period, wage revision of the House keeping personnel's will be applicable as per central labour commissioner (GOI) from time to time. **The service charge to be quoted should not be less than 3% of the consolidated wages (as per Annexure O) and maximum two digits after decimal points are to be taken for evaluation. In case the bidder quotes less than 3% service charge than the same will be treated as non responsive bid.** The bidder shall quote percentage upto 2 decimal point. If the bidder quotes percentage with more than 2 decimal points. Then upto two decimal point will be taken into consideration without rounding up. **Financial Bid format at Annexure R.**

CRITERIA FOR OPENING OF FINANCIAL BID: The Bidder shall submit its Technical Bid of 100 marks. (Minimum qualifying marks are 60 percent; i.e. 60 out 100) after complying with the all the Acts / provisions Terms & Conditions stated / referred to for adherence in the bid documents (SLA, GTC, ATC, Scope of work etc.)

Those Bidders who qualify in the Technical Bids (with reference to column Sl. No. 1 to 4) scoring minimum 60% (i.e. 60 out of 100) will be considered eligible for consideration of opening of financial Bid.

Just before the opening of Financial Bids, marks obtained by the Bidders in the Technical Bid can be announced, if so requested by the Bidders. However, non-disclosure of marks, which will form part of records, will not lead to any infirmity in the process.

Note: The bidders which will get technically less than 60 marks out of 100 will be considered as technically disqualified.

Award of Contract:

The Executive Director AIIMS Bhopal will award the contract to the successful evaluated Service Provider whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest rate of service charges. **In case two or more agencies are found to have quoted the same rates of service charge which is termed as the lowest service charge (Not minimum 03%) after complying with the all the Acts / provisions stated / referred to for adherence in the bid documents, AIIMS Bhopal reserve the right to decide the lowest bidder amongst them on the basis of highest value of gross average income of the bidder as depicted in the IT Returns during the last three financial years i.e. from 2019-20 to 2021-22 based on Audited financial statement by CA.**

The successful Service Provider by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted (hereinafter and in the condition of contract and Bid document).

The successful Service Provider will be required to execute an agreement within a period of 2 weeks from the date of issue of Letter of Award until extended by the Executive Director AIIMS Bhopal up to a maximum of another two weeks.

The following deviations will be deemed material deviations:

Non-submission of appropriate Bid Security.

Bid-validity period less than that stipulated in this tender document.

AIIMS Bhopal's decision regarding responsiveness of bids will be based on the contents of the bid itself without recourse to extrinsic evidence and will be final.

A bid determined as substantially non-responsive will be rejected by AIIMS Bhopal and shall not be considered beyond tender opening stage by correction of the non-conformity.

AIIMS Bhopal may waive any minor infirmity or non-conformity or irregularity in a bid which in its opinion does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. Notwithstanding the above, AIIMS Bhopal reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

The bidder whose bid is accepted will be notified of the award of contract by AIIMS Bhopal prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.

The offers/ bids which are found not in consonance with Minimum Wages Act and any other Labour laws, will be treated as invalid and will not be entertained.

Duration of Contract: - The initial period of the contract will be Two year which could be further extendable by a period of one year on mutual agreement by both the parties on the same T&C by the competent authority of AIIMS Bhopal. However the quantum of the PSD would be revised as per the latest order of the Government of India at the time of such extension.

Registration fee of housekeeping personnel, Placement charges for the House keeping personnel, medical fitness charges of housekeeping personnel, police verification charges of House keeping personnel as all these are included in service charge, **so neither a single amount of money should be taken from House keeping personnel during appointment or otherwise in the name of what so ever nor deducted from their salary. (Submit an undertaking for the same.)**

The House keeping personnel those who are not covered under ESIC scheme, medi-claim facility will be provided to them and their family. The medi-claim cost of of House keeping personnel and their family/dependent will be included in service charge of housekeeping agency. An undertaking shall be given by the Housekeeping Agency for the same.

Termination of Contract: The contract can be terminated by giving one month notice by the AIIMS, Bhopal without assigning any reason thereof. The agency however, if so desire, may terminate the contract by giving three month prior notice to the AIIMS Bhopal.

Ability to pay three months monthly payment and all statutory dues of House keeping personnel's by 7th of ensuing month, deployed in the AIIMS Premises:-The agency must have the potential financial ability to pay for a minimum period of at least three months monthly minimum wage and all other necessary statutory dues to his deployed man power in the AIIMS premises in the event of not release of payment from the AIIMS, Bhopal due to any reason. The selected agency must be able to pay the payment of minimum wages, allowances, free issues and all other statutory dues in first week of consecutive month without waiting for the release of payment from the institute.

FORCE MAJEURE

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or fifteen days, whichever is more, either party may at its option terminate the contract.

Right to accept any Bid or reject any or all Bids :-

- (a). The Executive Director AIIMS Bhopal is not bound to accept the lowest or any bid and may at any time terminate the tendering process without assigning any reason.

The Executive Director AIIMS Bhopal may terminate the contract if it is found that the Service Provider is black-listed during last 5 years by the any of the Govt.

Departments/Institutions/Autonomous bodies/Local Bodies/Municipalities/Public Sector Undertakings, etc.

The Executive Director AIIMS Bhopal may terminate the contract in the event the successful Service Provider fails to furnish the Security Deposit/Performance Security or fails to execute the agreement within specified period.

Laws/Acts: - The Agency shall be solely responsible for compliance of the provisions of various Labour and industrial laws, relating to wages, allowances, compensations, EPF, Gratuity, ESI etc. relating to personnel deployed by it at AIIMS, Bhopal or for any accident caused to them and the Institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by 7th of every month without fail and irrespective of any delay in settlement of its bill by the Housekeeping/Administrative Department, at AIIMS, Bhopal for whatever reason and without deducting any commission except PF & ESI from the wages paid by the AIIMS, Bhopal. The agency is required to pay the monthly wages and all allowance to its workers as engaged through online/net banking only directly to the saving bank accounts of all the workers and a certified. CASH MODE OF TRANSACTION SHALL NOT BE ACCEPTED. The Agency shall also be responsible for the Insurance of its personnel. The Agency shall specifically ensure compliance of various Laws / Acts, including but not limited to with the following and their re-enactments / amendments / modifications:-

- (a) The Minimum Wages Act 1948
- (b) The Employees Provident Fund & Misc. Provision Act, 1952
- (c) The Contract Labour (Regulation & Abolition) Act, 1970
- (d) The Payment of Bonus Act, 1965
- (e) The Payment of Gratuity Act, 1972
- (f) The Employees State Insurance Act, 1948
- (g) The Child Labour (Prohibition and Regulation) Act, 1986
- (h) The Payment of Wages Act. 1936
- (i) The Factory Act, 1948
- (j) The Employment of Children Act, 1938
- (k) The Motor Vehicle Act,1988
- (m) The Payment of Bonus (Amendment) Act,2015
- (n) Shop and establishment Act under Madhya Pradesh shops and Establishment Act, 1958.
(Concerned States rule)
- (o) The Pradhan Mantri Rojgar Protsahan Yojana.
- (p) Employees Compensation Act 1923.

All the participants/bidders must upload an undertaking stating that their PSD has not been confiscated in the last five years.

OBLIGATION OF THE SERVICE PROVIDER:

The Service Provider shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Service Provider shall submit copies of acknowledgments evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Service Provider in respect thereof, which may arise. The Service Provider shall also comply with all applicable statutory liabilities such as labour laws etc.

INTEGRITY PACT: It is here by declared that AIIMS Bhopal is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting Tender (NIT)/GeM Bid is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender / bid documents, failing which the tenderer / bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected. This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the AIIMS Bhopal.

Dispute Resolution

Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Executive Director AIIMS Bhopal.

The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time. The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceedings and currency of contract, the Service Provider shall not be entitled to suspend the work/service to which the dispute relates on account of the arbitration and payment to the Service Provider shall continue to be made in terms of the contract. Arbitration proceedings will be held at Bhopal.

Legal Jurisdiction: - The agreement shall be deemed to have been concluded in Bhopal (M.P.) and all obligations hereunder shall be deemed to be located at Bhopal (M.P.) and Courts within Bhopal (M.P.), will have Jurisdiction to the exclusion of other courts.

The estimated cost of this tender is based on 703 personnel (various categories) as per bid estimation. However, the initial number of manpower deployment would be 500 personnel and it may be gradually increased up to 703 personnel during the currency period of contract, as and when required by the institute on prior notice. The extra manpower shall be deployed by the service provider within one month of receipt of such notice from the AIIMS Bhopal.

Financial bid formats to be submitted by bidder in format as at **Annexure R**.

The required chemical and consumable as provided in the bid documents to be supplied and handed over to AIIMS Bhopal by the successful bidder on monthly basis as specified quantities quality of make, with in 1st week of every month attract any delay will liable to the Rs 10000 penalty per day. The reimbursement as material supplied is based on certification of receiving by the AIIMS Bhopal by the concerned authority.

Only Micro & Small Enterprises and Startups will be exempted from EMD submission as per MSE Rules. However, 25 % relaxation will be given in terms of turnover to MSE.

EMD is acceptable in the form of FDR/BG/DD in favour of Executive Director, AIIMS Bhopal followed by bid reference. Bidders can also deposit EMD through AIIMS Bhopal website. Transfer and receipt details shall be attached in the bid document. Format of BG is also attached.

ANNEXURE K

FINANCIAL INFORMATION (ANNUAL TURNOVER) OF THE BIDDER (from similar nature work)

Financial Analysis : Details to be furnished duly supported by figures in Balance Sheet/ Profit & Loss Account for the last 3 (three) financial years and certified by the Chartered Accountant, as submitted by the bidder to the Income-Tax Department (copies to be attached).

| Sl. No. | Details | Financial Years | | | Average (From 2019-20 to 2021-22) | Total (From 2019-20 to 2021-22) |
|---------|--|-----------------|---------|---------|--------------------------------------|------------------------------------|
| | | 2019-20 | 2020-21 | 2021-22 | | |
| 1 | Gross Annual Turnover from similar works | | | | | |
| 2 | Gross income of the bidder as depicted in the IT Returns | | | | | |

(Signature of the Bidder with Seal)

ANNEXURE L

Description of experience (similar work) in field of Housekeeping Services for hospital with bed capacity.

(Please furnish copies of completion certificate from the AIIMS and (Institute of national Importance (INI).

| Sl. | Description | Actual | Work Period | Name of |
|-----|-------------|--------|-------------|---------|
|-----|-------------|--------|-------------|---------|

| No. | Sl. No. | of work/order executed | Name of Certification | value of work/order executed | Start Date From | Finish Date To | Stipulated date | Total Duration in Years and Months | Govt. Dept/ organization |
|-----|---------|------------------------|-----------------------|------------------------------|-----------------|----------------|-----------------|------------------------------------|--------------------------|
| | 1 | | | | | | | | |
| | 2 | | | | | | | | |
| | 3 | | | | | | | | |
| | 4 | | | | | | | | |
| | 5 | | | | | | | | |
| | 6 | | | | | | | | |
| | 7 | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

(Signature of the Bidder with Seal)

ANNEXURE M

List of Valid certification ISO 9001:2015, OHSAS 18001:2007/ISO 45001:2018,
SA 8000:2008 or equivalent

(Signature of the Bidder with Seal)

ANNEXURE N

Format for Performance Certificate

- 1.Name of Institution where services done :
- 2.Address of the Institute with Pin Code :
- 3.Contact Details (Cell No. & Email ID) :
- 4.Contract Agreement No. & Date :
- 5.Estimate annual cost of work tender :
- 6.Contract cost of work awarded :
- 7.Date of commencement of services :

Date of completion of services :

Performance Report/Certificate

- Quality of work
- Financial soundness
- Technical Proficiency
- Resourcefulness
- General Behavior

**Signature of the Performance Certificate issuing Authority
(Head/Director/MS/Manager with Stamp)**

Place:.....

Dated :

Annexure-O

| Tentative wages structure to be paid to the Housekeeping Staff deployed by the Housekeeping Agency as per the calculation based on the latest CLC wages w.e.f. 01-10-2022 vide order no.1/16(6)/2022-LS-II dated 28/09/2022 | | | | | | |
|--|---|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| | | Sanitary Attendant | Equipment Operator | Plumber | Store Keeper | Supervisor |
| | | Total cost per day | Total cost per day | Total cost per day | Total cost per day | Total cost per day |
| (a) | Wages+VDA | 595 | 671 | 671 | 788 | |
| (b) | ESI @3.25 % on (a) | 19.3375 | 21.8075 | 21.8075 | 25.61 | |
| (c) | EPF @ 12 % on (a) maximum up to 15000 basic/month (i.e. 12 % of 15000 =1800/month) | 69.23 | 69.23 | 69.23 | 69.23 | |
| | | (1800/26) | (1800/26) | (1800/26) | (1800/26) | (1800/26) |
| (d) | EPF Admin Charges @ 0.5% on (a) | 2.88 | 2.88 | 2.88 | 2.88 | |
| (e) | EDLI @ 0.5% on (a) | 2.88 | 2.88 | 2.88 | 2.88 | |
| (f) | Total Cost per day/manpower (Sum of a to e) | 689.34 | 767.81 | 767.81 | 888.61 | |
| (g) | Service Charge on (f) | To be quoted by the bidder | To be quoted by the bidder | To be quoted by the bidder | To be quoted by the bidder | To be quoted by the bidder |
| (h) | GST on (f) + (g) | As applicable | As applicable | As applicable | As applicable | As applicable |
| Note : | 1. Services charges will be paid as quoted by the bidder on (f) which should be excluding of consumable and machinery charges. | | | | | |
| | 2. GST will be paid as per prevailing rates on (f) + (g) | | | | | |
| | 3. Bonus- There is no such provision of Providing bonus to deployed manpower at present. | | | | | |
| | 4. The payable amount would be computed (at CLC rates) on the basis of actual manpower deployed as per attendance sheet limited to the value arrived at by multiplying the no. of sanctioned manpower with the total calendar days available in the month. | | | | | |
| | 5. All statutory dues as applicable and its compliance thereof. | | | | | |

Annexure-P

Regarding De-Barred/Blacklisting Status undertaking of the bidder during FY 2019-20, 2020-21, 2021-22 and till date

(On Letter Head of Organization)

I/We, M/s(Sole Applicant/Lead Member /Member / affiliate), (the names and addresses of the registered office) hereby certify and confirm that in the last three years we or any of our promoter(s)/director(s) are **during FY 2019-20, 2021-21, 2021-22 and till date** neither de-barred/blacklisted by Central Government/State Government/PSU/Supreme Court/High Court of any State/District Court of any State from participating in Project/s, either individually or as member of Consortium nor any proceeding thereof are under process against us or any of our promoter(s)/director(s) as on the (Date of Signing of Application).

We further certify and confirm that there is no pending litigation against any Central Government/State Government/PSU in last three years.

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amount paid (including bank guarantee) shall stand forfeited without any further intimation.

Dated this Day of 2022.

Name of the Applicant:

..... Signature of the Authorized Person

----- Name of the Authorized Person

Annexure-Q

**Number of Running Contracts (similar nature) under execution or awarded during last
FY 2020-21**

| Sl. No. | Name of work/Project & Location | Owner or sponsoring organization | Date of commencement as per contract | Stipulated date of completion | Up-to date percentage progress of work | Show progress if any, and reasons thereof | Name, Designation and address/telephone number of officer to whom reference may be made | Remarks (if any) |
|---------|---------------------------------|----------------------------------|--------------------------------------|-------------------------------|--|---|---|------------------|
| [1] | [2] | [3] | [4] | [5] | [6] | [7] | [8] | [9] |
| | | | | | | | | |

Annexure-R

Financial Bid Quote (To be submitted by Bidder)

| <i>S. No</i> | Component of the Financial Quote | Per Month |
|--------------|---|-----------------------------------|
| (A) | Gross Total of Manpower charges per month as per Central Labour Commissioner (CLC) guidelines issued for wage and statutory dues as on Oct/2022. Maximum number of manpower to deployed = 703 as per bid document. including reliever | Rs.1,45,62,929/- |
| (B) | Service Charge for the supply of manpower as per bid document and complying with GEM Bid T & C (to be quoted in percentage (%) and also in Rupees (Rs) on total wages (i.e on "A"). The Service Charge must not be less than 3% of wages. Service charge does not include rental Charges for Machine/Equipment/ and Chemical and consumables to be supplied by the service provider. | Percentage: _____ In Rs. _____ |
| | Grand Total per month to be quoted by bidder with GST/ Statutory taxes as if applicable = (A+B) plus GST | In Rs. _____ |
| | In Words Rupees.....Per month Inclusive of GST | |

Note:-

The financial bid will be evaluated against the only quoted price of point B. A is statutory Dues/wage current CLC and is only for illustrative purpose not for payment.

Fixed Rental Charges for Machine/Equipment/Tool Deployed as per details at **Annexure H** of Scope of work **70000/-** per month.

Housekeeping Consumable to be provided by service provider as per details mentioned at **Annexure E** of Scope of work and will be paid on actual basis every month.

Pre bid queries and replies thereto

Ref: GeM bid no: GEM/2022/B/2845774 Dated: 12-12-2022 (Hiring of/Selection of Agency for House Keeping, Cleaning and allied service at AIIMS Bhopal (through GeM bidding under Rule-149(iii) of GFR-2017).

The pre bid queries received from different perspective bidders and replies thereto are reproduced in the Tables given below:

Table-A: Queries received from M/s Services Master Clean Limited during pre-bid meeting and through mail on 19/12/2022.

| Sl. No. | Reference | Reference section | Bidder Query/Representation | Reply by AIIMS |
|----------------|--|---|---|---|
| 1 | Gem Published bid no GEM/2022/B/2845774 | In Bid document 1. MSE Exemption for years of experience and turnover is yes. 2. Startup Exemption for years of experience and turnover is yes. | Seller Query about the exemption to MSME and startup for experience and turnover. the exemption has been given in the published bid. However as per the technical evaluation parameter would be superseded. So it should be no in published bid | Inadvertently, it has been mentioned 'yes' in the published bid, in view of quality parameters, the exemption for experience and turnover for MSE and Startup shall not be applicable. Only Micro & Small Enterprises and Startups will be exempted from EMD submission as per MSE Rules. <u>However, 25 % relaxation will be given in terms of turnover to MSE.</u> |
| 2. | ATC/ Special Term and Condition page no. 23 Annexure O | Services charges will be paid as quoted by the bidder on (f) which should be inclusive of consumable and machinery charges | Kindly Clarify? | Services charges will be paid as quoted by the bidder on (f) which shall be <u>excluding of consumables and machinery charges.</u> Please visit the revised ATC/Corrigendum uploaded. |
| 3 | Scope of Work page no 48 Annexure G | Indicative Manpower page no 48 Annexure G | Please clarify that the manpower count of 703 Nos includes reliever or not. | Total number of Manpower is indicative only. No of deployed manpower will vary as per requirement and <u>it includes relievers also.</u> |
| 4 | Other | | Bonus is applicable or not for AIIMS Bhopal, If it is | As per present rules, there is no provision of providing bonus to deployed manpower. |

| | | | | |
|---|-------------------------------------|---|--|---|
| | | | not Applicable, please provide the notification for the same. | |
| 5 | Scope of Work page no 52 Annexure H | List of the equipment for automatized cleaning and housekeeping services Scope of work Annexure H | As per the mentioned equipment list in ANNEXURE-H we request you to please update the clause in tender, that the Equipment which are to be deployed must be new and branded, because existing vendor is already having almost all the equipment from last two years, and if the same equipment will be used, then they will quote lower cost as compared with all the other participating vendors, so for the fare bidding please consider the same. | Housekeeping equipment's should not be more than three years Old. |
| 7 | Scope of Work page no 52 Annexure H | List of the equipment for automatized cleaning and housekeeping Scope of work Annexure H | As per Annexure-H Equipment list Sr.no 08-truck mountain ride on road sweeper | Truck maintain ride on road sweeper could be e-vehicle or diesel/petrol operated. However, AIIMS Bhopal will not reimburse any cost toward diesel/petrol consumption. |

| | | | | |
|---|---|------------------|---|---|
| | | | <p>machine (battery operated) we want to clarify that the Truck Mountain ride on Road Sweeper is not operated by battery, it is operated by diesel, kindly clarify which machine you are required. If Machine is diesel operated then AIIMS will provide the diesel cost as per market rate on the basis of per day run or not.</p> | |
| 8 | Other | Gem Bid Document | Kindly provide the BG format for the EMD. | EMD is acceptable in the form of FDR/BG/DD in favour of Executive Director, AIIMS Bhopal followed by bid reference. Bidders can also deposit EMD through AIIMS Bhopal website. Transfer and receipt details shall be attached in the bid document. Format of BG is also attached. |
| 9 | Gem Published bid no GEM/2022 /B/284577 4 | Bid end date | Due to bank holidays for Christmas festival, it is difficult to arrange the EMD and other paper work, so request you to extend the tender submission date | It will be extended or please check website regularly for any corrigendum. |

| | | | | |
|--|--|---|---|---|
| | | | for 10 days from 26th Dec- 22. | |
| Table-B : Queries received from M/s Sudarshan Facility Private. Limited through email dated 20/12/2022. | | | | |
| 1 | Technical Evaluation Sheet point no 4 | Valid Certification of Technical evaluation Sheet | OHSAS 18001:2007 has been updated on OHSAS 18001:2007, Please Accept ISO 45001:2018 in Place of OHSAS 18001:2007. Point be clarified. | OHSAS 18001:2007 and ISO 45001:2018 both the valid certification will be acceptable, and other parameter shall be remain same as mentioned in the Technical bid evaluation /scoring criteria |
| 2 | Other | | EMD Exemption for NSIC/MSME (Please Clarified that MSME – Categories are Eligible for exemption), And BG is applicable in form of EMD. And please clarify the time period of Hard copy submission of EMD. (Because as per GEM General Terms & Condition on GEM 4.0 Page 14 Point No. – (M) Scan copy of the BID Security shall be uploaded by seller in the online bid and hard copy of the same will have to submit directly to the buyer within 5 days of the opening. | Only Micro & Small Enterprises and Startups will be exempted from EMD submission as per MSME Rules. EMD is acceptable in the form of FDR/BG/DD in favour of Executive Director, AIIMS Bhopal followed by bid reference. Bidders can also deposit EMD through AIIMS Bhopal website. Transfer and receipt details shall be attached in the bid document. Format of BG is also attached |
| 3 | Scope of Work page no 48 Annexure G and in Bid | Indicative Manpower page no 48 Annexure G | Quantity of Supervisors is Very Less as per Required Manpower Please Increase the Quantity of Supervisors. | No Change in number of Supervisors |

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| 4 | Scope of Work page no 48 Annexure G and in Bid | Indicative Manpower page no 48 Annexure G | Please clear that required manpower is With Reliever or without Relievers. If yes then Please Mention in wages, if not then Please mention Relievers in Manpower and wages. | Including relievers |
| 5 | Other | | Please clear that how many uniforms to be provided to manpower per year. | Two set of uniform should be provided |
| 6 | Scope of Work Annexure H and Annexure E | Scope of Work Annexure H and Annexure E | Please Clear Machine and Consumables on Actual or as per quoted by the bidder | As per chemical and consumable list mentioned in Annexure-E and Equipment list as mentioned at Annexure-H of the scope of work. I.e no change |
| 7 | | | Please Clear that Garbage Disposal will be on actual or as per quoted by the bidder per Ton | Garbage disposable as per actual |
| 8 | Gem Published bid no GEM/2022/B/2845774 | | There is no option on to Upload Breakup or Machine & Consumable & Manpower as per Annexure- R, Please make option to upload annexure – R, on GEM. | Price breakup option at present not available on GeM for this Service. Hence, financial bid has been revised and bidders are advised to refer the revised ATC, being uploaded as corrigendum, please. |
| 9 | Other | | There is only 4 Columns to Upload the Bid Document on GEM with Limit of 100 pages, sir there is huge problem to upload bid Document Because it takes only 20-30 pages or 3 -4 MB data, Please increase the quantity of Columns or Remove the Limitation | May kindly approach GeM Admin, please. |

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| | | | of Pages. | |
| | | | Facility Manager not included in Manpower Please includes it in manpower. | No Change |
| 10 | | | In GSTR-3B, Housekeeping is not visible because GSTR-3B is for all services we can Provide annual Return in which you can justify housekeeping Return, Please accept Annual Return with GSTR-3B. Clarification needed. | No Change |
| 11 | | | Please increase bid closing date up to 7 days | As per approval |

Table-C: Queries received from M/s GDX Private Limited through email dated 20/12/2022

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| 1 | Scope of Work page no 48 Annexure G and in Bid | Scope of Work page no 48 Annexure G and in Bid | Please provide total no. of manpower to be deploy daily including reliever. | Maximum manpower number to be deploying is 703 including relievers. Actual number can vary. |
| 2 | | | Kindly mention bidder should provide new machineries before deployment. | Housekeeping equipments should not be more than three years Old. |
| 3 | | | Kindly provide the BG format for the EMD | EMD is acceptable in the form of FDR/BG/DD in favour of Executive Director, AIIMS Bhopal followed by bid reference. Bidders can also deposit EMD through AIIMS Bhopal website. Transfer and receipt details shall be attached in the bid document. Format of BG is also attached |

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| 4 | ATC/spec ial term and condi tion page no. 26 Anne xure R | | Financial Bid quote format, point A that what actual manpower required as per Bid 703 including reliever or not, or same as mentioned in the point A of Annexure A | Total number of Manpower is indicatives only no of deployed manpower will vary and it includes reliever. And 703 total manpower shall be including reliever |
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Table- D:- Queries received from M/s NSSPL Suvidha Services (P). Limited through email and physically dated 20/12/2022

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| 1 | Gem Publis hed bid no GEM /2022 /B/28 4577 4 | | <p>,e,l,ebZ@LVkVZvi ikWfylh ds rgr ges VuZvksoj esa NwV feyuk pkfg, rFkk VsfØdy bosY;w,'ku es ges iwjs vad fn, tkus pkfg,A ,e,l,ebZ@IVkVZvi ikWfylh ds rgr ges ,Dlihfi,l ds fy, Hkh NwV feyuk pkfg, rFkk iwjs vad fn, tkus pkfg,A ,e,l,ebZ ikWfylh ds rgr gesa lw{e ¼ekbØks½ bdkbZ gksus dh n'kk esa iwjs dk;Z dk 25% dk;Z fn;k tkuk pkfg, rFkk Qkbusf'k;y bosY;w,'ku esa ;fn L1+15% ds</p> | <p>Inadvertently, it has been mentioned yes in the published bid, in view of quality parameters subject to the quality of exemption for experience and turnover for MSE and Startup shall be not applicable.</p> <p>Only Micro & Small Enterprises and Startup will be exempted from EMD submission as per MSE Rules. <u>However, as per the MSE policy 25 % relaxation will be given in terms of turnover.</u></p> |
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| | | | <p>varxZr vkus ij bl ikWfylh dk Hkh ikyu gksuk pkfg,A</p> <p>;g fufonkdrkZ dh ftEesnkjh gS fd ljdkj dh uhfr;ksa dk ikyu lqfufp'r djrs gq, VsaMj izfØ;k iwjh dh tk,A</p> <p>vkidks ;g Hkh crkuk pkgrs gS fd gekjh daiuh LVkVZvi gksrs gq, foxr 3 o"kksZ ls cukjl fgUnw fo'ofokj;]okjk.kl h lfgr dbZ izfrf"Br laLFkkuksa esa viuh lsok iznku dj jgh gSA</p> | |
| 2 | Gem Bid Term and Condition | | Query about in context to Micro enterprises asking for 25% work of total work should be given and also should follow the L1 + 15% in financial evaluation criteria, | It will be followed as per MSE rules and GeM Policy. |
| Table- E:- Queries received from M/s Firstman management Services P LTD. Limited through email and dated 20/12/2022 | | | | |
| 1 | Page no 10 additional Document point no 38c | (c) Three work order of similar nature of value equal to ₹14 Crores or more from any Govt./ Semi Govt./ PSUs/ Govt. | Total value of 3 work orders for 14 crores - please confirm | The Bidder should have at least 3 years' experience of providing Allied Housekeeping Services to Central/State Govt. Institutes including PSU/Autonomous Organizations of more than 500 |

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| | | Undertakings/Large Corporate Super-Specialty Hospitals in the last three financial years. | | <p>bedded and also having executed minimum value of contract of providing Allied House Keeping Services in last three financial years (i.e. 2019-20, 2020-21 and 2021-22) as mentioned below: -</p> <p>The bidder must have executed: One work order of similar nature of value equal to ₹28 Crores or more each from any Govt./Semi Govt. / PSUs/Govt. Undertakings /Large Corporate Super-Specialty Hospital's in last Three years. OR</p> <p>(b) Two work order of similar nature of value equal to ₹17.5 Crores or more each from any Govt. / Semi-Govt. / PSUs / Govt. Undertakings / Large Corporate Super-Specialty Hospital's in last three years. OR</p> <p>Three work order of similar nature of value equal to ₹14 Crores or more each from any Govt./ Semi Govt./ PSUs/ Govt. Undertakings/Large Corporate Super-Specialty Hospitals in the last three financial years</p> |
| 2 | Scope of Work page no 48 Annexure G and in Bid | Total No of Manpower given in document is 703 | Please mention total manpower is including reliever or excluding | Total number of Manpower is indicatives only no of deployed manpower will vary and it includes reliever. |
| 3 | | National holidays not mentioned | National holidays not given Bonus applicable or not | Holiday As per order of government of India There is no such provision of Providing bonus to deployed |

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| | | | | manpower at present. |
| Table- F:- Queries received from M/s M.J Solanki Services Limited through email and dated 23/12/2022 | | | | |
| 1 | Gem Published bid no GEM /2022 /B/28 4577 4 | As per GeM NIT rate is given below:- Healthcare Sanitation Service(665) – 20499.12 Healthcare Sanitation Service(15) – 22868.43 Healthcare Sanitation Service(3) – 26515.9 Healthcare Sanitation Service(14) – 26515.9 Healthcare Sanitation Service(6) – 22868.43 | Kindly provide rate break-up to understand the liabilities towards PF, ESIC, Bonus, GST etc. | 1) Kindly refer Annexure O of scope of work. 2) Price breakup option at present not available on GeM for this Service. Hence, financial bid has been revised and bidders are advised to refer the revised ATC, being uploaded as corrigendum, please. |
| 2 | Gem Published bid no GEM /2022 /B/28 4577 4 | As per financial bid given ATC – requested to quote Service charge, Machinery/Tools/ and consumables given in annexures. | Where financial bid given on GeM Portal below mentioned filed is available for each post. 1. Service Charge 2. Garbage Lifting and Disposal cost per ton. | Price breakup option at present not available on GeM for this Service. Hence, financial bid has been revised and bidders are advised to refer the revised ATC, being uploaded as corrigendum, please. |

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| | | | Found difference in ATC & GeM Portal. | |
| 3 | | <p>As per GeM Portal, 4 partition given to upload our technical documents.</p> <p>Each partition having 100 pages and 10 mb space only.</p> <p>Total given space is 40 mb and 400 page only.</p> | <p>We are not able to submit within space and page given on portal.</p> <p>Need more space and page to upload eligibility criteria as per bid terms condition given to qualify.</p> | <p>1) Bidder compress the file size. 2) For any other GeM related issue bidders can contact GeM helpline.</p> |

Table- G:- Queries received from M/s J.K Security Consultancy Services Limited through email and dated 23/12/2022

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| 1 | ATC | <p>Tender condition No. a), b) & c) of Point No. 2 General criteria of ATC mentioned in Page No. 1.</p> | <p>Where you asking for work order to be submitted showing bed strength, the hospital registration certificate under clinical establishment act to be submitted and pollution control board certificate of the hospital showing the bed strength. Department issue work order as per their own format. No one department mentioned bed strength in work</p> | 2 (b) & 2 (C) are optional |
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| | | | <p>order. In additional, no one department share their clinical establishment certificate and pollution control board certificate as these documents are confidential for their office. Here kindly allow the experience certificate or performance certificates for above 2 condition</p> | |
| 2 | ATC | <i>Tender condition No. 9,</i> | <p>All the total engaged manpower under the contract should have minimum six month of working experience in a 500 beds tertiary care hospital which could be verifiable through ESI/PF deductions of the individuals and Registration certificate of the Hospital and any other related official documents.</p> <p>In this tender condition, we have enough staff to deploy as per your condition but as per labour law we have to deploy 70%+ from the local area of Bhopal aiims. So here this condition may be vary as per the presence of</p> | No Change |

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| | | | required qualified manpower in local area of Bhopal. | |
| 3 | Tender condition No. 36 Service Charge on page no. 9 of ATC | The service charge to be quoted should not be less than 3% of the consolidated wages. In this tender condition, all the agency will be quote 3% to grab this tender. However, if we look into the annexure- E & annexure-H, we found huge quantity of consumable material and Machinery/Tools. | It is not possible to execute this contract as per the minimum service charge given in 3%. This condition led to the lowest service charge and result into lower service quality. It will disturb all the. Cleaning services of AIIMS Bhopal which will not as per the cleaning slandered you mentioned. Kindly set minimum service charge on the basis of Annexure-E & Annexure-H given in tender. | 1. Kindly to Refer financial Bid format, in their clearly mentioned the separate charge for Equipment and chemical/consumable. 2. 3% is the minimum services charge, bidder can quote any value equal or more than 3%. |
| 4 | | We found only 400 pages to be upload on GeM portal to qualify this tender. After prepare the technical bid to qualify this tender as per terms condition set by your committee is 700+ pages. | Here, we are not able to submit all the required documents to qualify this tender on GeM portal. Without required documents submission, we are helpless and not able to participate / qualify the tender. Kindly provide more page to upload to qualify this tender. | 1)Bidder compress the file size. 2)For any other GeM related issue bidders can contact GeM helpline. |
| 5 | Annexure -O provi | provide wages structure to be paid to the | provide wages structure to be paid to the housekeeping | 1) Kindly refer to Annexure - OAs per present rules, 2) There is no provision of |

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| | de of ATC | housekeeping staff deployed by the agency. Bonus as per rules. | staff deployed by the agency. Bonus as per rules. However, nowhere clearly mentioned that how to claim bonus as per bonus act. Kindly clarify the bonus part. | providing bonus to deployed manpower. |
| 6 | Annexure -R | Financial Bid, | clearly mentioned that evaluation on the basis of the only quoted price of Sr. No. B - Service charge, Sr. No.t C - Rental charges for machinery/equipment/tools and Sr. No. D - Charges for monthly housekeeping consumable. However, we found to quote only service charge and garbage lifting and disposal cost on GeM Portal. Kindly add the missing field to be quoted. | Price breakup option at present not available on GeM for this Service. Hence, financial bid has been revised and bidders are advised to refer the revised ATC, being uploaded as corrigendum, please.. |
| 7 | Tender condition No. 36 Service Charge on page no. 9 of | Tender condition No. 36 Service Charge on page no. 9 of ATC - The service charge to be quoted should not be less than 3% of the consolidated wages. | However, we found minimum price should be greater or equal to 0.85% on GeM Portal. Tender NIT showing monthly wages including pf, esic, edli, pf admin charged and relieving charges if applicable) | Price breakup option at present not available on GeM for this Service. Hence, financial bid has been revised and bidders are advised to refer the revised ATC, being uploaded as corrigendum, please. |

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| | ATC - | | inclusive of GST. Kindly provide rate break-up for each manpower category to understand the liabilities. | |
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