P&A.II/54/2/FS(C-G4)/SCTIMST/2014  Dtd.22.09.2014

TENDER NOTICE

Sealed quotations are invited for undertaking “Facility Services” at SCTIMST Hospital wing & Biomedical Technology Wing of the Institute from firms / agencies who have experience in carrying out such works in accordance with the terms and conditions as given in the tender documents.

The firm / agency should produce the following documents as proof:

Registration of the firm under shops & Commercial Establishments Act, valid license under the Contract Labour (Regulation & Abolition) Act, Income Tax Clearance Certificate for the preceding two years, Registration under EPF & ESI Act.

The rate should be quoted on eight hourly basis. The Contractor should have a minimum experience of two years and should have sufficient manpower for undertaking the work. The general conditions relating to this work and the details of areas for facility services could be obtained along with the tender documents.

Quotation should be submitted in the prescribed form enclosing the required documents mentioned above and demand draft of Rs.1,00,000 (Rupees One lakh only) drawn in favour of SCTIMST, Trivandrum, payable at SBT, Medical College branch, Trivandrum – 11 in a sealed cover so as to reach the Administrative Officer, SCTIMST, Medical College P.O., Trivandrum – 11. The last date prescribed for submitting the quotation will be before 02.00 PM on 07.10.2014.

The quotations will be opened at 03.00 PM on the same day in the presence of the contractors present at that time. The prescribed forms can be had from the Personnel & Administration division, Hospital Wing, SCTIMST, Medical College P.O., Trivandrum – 695 011 between 10.00 AM to 03.00 PM on working days on payment of Rs.500/- + tax towards cost of the form. It may be ensured that the quotations are made in sealed envelopes with the superscription “Quotations for Facility Services at SCTIMST, Hospital Wing & Biomedical Technology Wing.”
Note: The rate alone will not be the qualifying factor for selection. In addition, the experience of the agency, proficiency in the field, responsibility, stability etc. will be taken into consideration. Those who wish to visit the site to assess the work can do so on any working day between 10 AM to 3 PM with the permission of the Security & Safety Officer of both the wings. (Profile of the company with client lists etc. to be submitted separately for pre-qualification screening). The Director of the Institute reserves the right to reject all or any of the quotations without assigning any reason thereof. Tender documents and other details can also be downloaded from our web site: http://www.sctimst.ac.in.

Sd/-

DIRECTOR
TERMS AND CONDITIONS OF TENDER FOR FACILITY SERVICES AT HOSPITAL WING AND BMT WING OF SCTIMST, THIRUVANANTHAPURAM

PART I:

Terms of Contract for providing Facility Services, as detailed in Annexure I at the Hospital Wing including Quarters Campus, AMC, Hostel and Biomedical Technology Wing of the Institute.

a. The contract period will be commencing from 01.11.2014.

b. The Institute shall pay for the service per month per person as indicated in Annexure I. This figure would however, vary if the number of facility personnel are decreased or increased as required by the Institute and as the minimum wages increase.

c. The Contractor will be wholly responsible to cleanliness of all the areas in Hospital wing including Quarters campus, AMCHSS, Hostel and BMT wing of Poojappura.

d. For the above purposes, the contractor shall provide a specific number of facility personnel for each of a eight hour shift per day / night on all days in the month. The contractor shall raise an invoice for the service each month and the same shall be paid by the Institute by the 7th working day of the succeeding month.

I/We agree to the above terms & conditions

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(Signature of the Contractor with Seal)
PART II: OBLIGATIONS OF CONTRACTOR

a. The Contractor will supply uniformed and trained personnel and will use its best endeavors to operate the services as described in Annexure – I.

b. The Facility personnel supplied will be employees of the contractor and all statutory liabilities such as ESI, EPF, Bonus, Gratuity etc. will be paid for by him.

c. Contractor will have insurance cover for his facility personnel for personal accident and death while performing the duty at the Institute premises.

d. Adequate supervision will be provided to ensure correct performance of the said facility services in accordance with the prevailing assignment instructions agreed upon between the two parties.

e. The contractor and his staff shall take proper and reasonable precautions to preserve from loss, deduction, waste or misuse of cleaning materials supplied from the Institute

f. The facility services staff shall not accept any gratuity or reward in any shape or form.

g. Under the terms of their employment agreement with the contractor the facility staff shall not do any professional or other work for reward or otherwise either directly or indirectly.

h. In the event of any loss occurred to the Institute, as a result of any lapse on part of the contractor which will be established after a joint enquiry, the Institute can claim the same from the Contractor up to the value recovered from his current insurance or the actual loss whichever is higher.

i. He shall do and perform all such facility services, acts, matters and things connected with the administration, superintendence and conduct the facility arrangements, as per the directions enumerated herein and in accordance with such directions, which the Institute may give from time to time and which have been mutually agreed upon between the two parties.

/I/We agree to the above terms & conditions

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(Signature of the Contractor with Seal)
j. The Institute shall have the right, within reason, to have any person removed by the Contractor who is considered to be undesirable.

k. The contractor shall be responsible to clean the area and equipments of the Institute entrusted to it for its own use and under its control (reasonable wear and tear exempted.)

l. The contractor shall furnish the Bio-data of the personnel posted by them in the Institute with identification cards with passport size photograph for each person. Whenever there is change of personnel, advance information to that effect shall be given to the concerned Security & Safety officer of the Institute along with the Bio-data of the said personnel.

m. The personnel of the facility services engaged by the Contractor shall be the employees or members of the contractor.

n. The payment will be made on the 7th working day of the succeeding month, for which the contractor should submit their bill along with the proof of statutory remittances made for the previous month and salary slip of facility staff engaged on the 3rd working day of the month.

o. The contractor shall be solely responsible for the payment of salaries, other benefits, perks and other legal obligations, if any, in respect of the personnel engaged or deployed by him in the Institute.

p. The contractor shall ensure that no personnel engaged / deployed by him will engage in any type of activities prejudicial to the interest of the Institute.

q. It shall be the responsibility of the Contractor to provide the uniform that are necessary for the facility personnel to perform their job. The facility personnel will wear the uniform while on duty.

r. The contractor shall be responsible for replacement of persons deployed/engaged by him when falling ill or proceeding on leave on otherwise absent, under intimation to the Institute.

s. It shall be the responsibility of the Contractor to ensure maintenance of proper discipline of the persons engaged / deployed by him.

I/We agree to the above terms & conditions

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(Signature of the Contractor with Seal)
t. It is specifically understood that persons engaged / deployed or to be engaged / deployed for work undertaken to be done by the Contractor shall be preferably their members, that for statutory and for all other purposes, he shall be their employer and that he shall be responsible and liable for all statutory or other benefits and obligation which, the person engaged / deployed by him are entitled to under various legislations including the benefits under ESI Act, EPF Act, Minimum Wages Act, Employees Compensation Act, Bonus Act and Gratuity Act and all statutory payments like ESI, EPF etc. are regularly deducted from the salary of the Facility Services and remitted to the concerned authority and should submit the monthly returns to the EPF and ESI with respect to the personnel deployed to the Institute before the close of the succeeding month without fail. In case of any default, the contractor will solely be responsible for such lapses and pay the penalty, if any imposed by such authorities. If such lapses are noticed, the Institute will be at liberty to recover such dues from any payment due to the Contractor including the security deposit.

u. It is specifically understood that the Institute shall not have any employee-employer relationship between the persons engaged/deployed by the Contractor fulfilling the obligations under this agreement and that those persons are not the employees of the Institute.

v. The contractor agrees that he shall not claim any damages or compensation or reimbursement of any expenses which is incurred by him either by way of compensation to the workers engaged / deployed for the work in the Institute or otherwise and that necessary insurance coverage will be taken by him to them, in respect of any injury in the course and out of their work / employment.

w. There is no employee – employer relationship between the Institute and the personnel engaged / deployed by the contractor and as such any misconduct by them on information given by the Institute shall be dealt with by him and action taken. Further such personnel as and when their conduct and work are found to be unsatisfactory they are to be replaced with suitable hand by the contractor immediately.

I/We agree to the above terms & conditions

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(Signature of the Contractor with Seal)
x. The period of this agreement shall be for one year from 01.11.2014 and may be extended further as decided by the Institute on the same terms and conditions set forth in this agreement. This agreement is liable to be terminated by giving one month prior notice by the Contractor. However, the Institute reserves the right to terminate the agreement without prior notice and without assigning any reasons for the same.

y. In case of any dispute regarding the implementation or interpretation of the terms of the agreement or on any other matter connected with the same, the decision of the Institute will be final and binding.

PART III: CLIENT’S OBLIGATIONS

a. The facility services personnel employed on this contract will carry out functions stipulated in this contract.

PART IV: CONFIDENTIALITY

The contractor will endeavor that its staff shall not at any time, without the consent of the Institute in writing, divulge or make known any trust, accounts, matters or transaction undertaken or handled by the Institute and shall not disclose to any person information relating to the affairs of the Institute. The clause does apply to information, which is or becomes public knowledge.

PART V: PAYMENT

Payment by the Institute for the services provided hereunder shall be a fundamental obligation under the agreement.

I/We agree to the above terms & conditions

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(Signature of the Contractor with Seal)
PART VI: VARIATION

The changes under this agreement are based on minimum wages and statutory levies only. If there is increase in minimum wages and statutory levies, the Contractor has to prefer the claim accordingly every month with supporting documents. No other change is acceptable.

PART VII: DURATION

a. This contract is valid initially for 12 months from the start date and will be automatically renewable for equal period unless either party terminates the same giving one month notice in writing before the end of the contract period.

b. During the course of contract in the event of serious breach of this agreement or repeated neglect of its duty by the contractor which he fails to remedy within one month of having received written notice of failure, the Institute can terminate this agreement immediately in writing.

I/We agree to the above terms & conditions

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(Signature of the Contractor with Seal)
I/We, ...............................................................

will provide our facility services personnel as per the terms and conditions explained in the Tender Notice, as quoted below:-

<table>
<thead>
<tr>
<th>Number of persons required:  At present  (BMT - , Hospital - )</th>
<th>75</th>
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<thead>
<tr>
<th>Particulars</th>
<th>Amount</th>
<th>Remarks</th>
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<tbody>
<tr>
<td>1) Wages per person per eight hour duty :-</td>
<td></td>
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<tr>
<td>i. House Keeping</td>
<td></td>
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<tr>
<td>a. Patient Care</td>
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<td>b. General</td>
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<td>ii. Cleaning</td>
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<td>iii. Animal House Cleaning</td>
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<tr>
<td>2) Mandatory / statutory levies</td>
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<td>(Percentage wise) under different heads</td>
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<tr>
<td>3) Other charges (Over heads, Profit, Supervision, Uniform etc. etc.)</td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
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</tbody>
</table>

Date: ..............................................................

Name, Address, seal and signature of Contractor