

## OFFICE OF THE PRINCIPAL CUM CHIEF SUPERINTENDENT

**DHUBRI MEDICALCOLLEGE & HOSPITAL, DHUBRI(ASSAM)** 

No. DMCH/HMS/Laundry/2022-23/142

# Re-Tender Notice for the Work of Laundry Service at Dhubri Medical College & Hospital

Sealed Tenders in prescribed tender document affixing non- refundable court fee stamp of Rs.8.25 (Rupees Eight and paisa twenty five only) are invited (Bid document should contain two envelope marked as "Part-1: Technical Bid & Part-2: Financial Bid") for Laundry Service at Dhubri Medical College and Hospital, Dhubri.

The Terms and Conditions and other related aspects are outlined in the Tender Document. Tender document can be obtained by downloading from the official website of Dhubri Medical College and Hospital. www.dhubrimedicalcollege.in

Date and Time of Start of Bid Submission	e of Start of Bid Submission 23/03/2023 from 12:00 Noon		
Date and Time of End of Bid Submission	13/04/2023 upto 4:00 PM		
Date and Time of Opening of Technical Bid	19/04/2023 at 2:00 PM		
Tender Fee	Rs.500/- (Rupees Five hundred). The bidders are exempted from Tender Fee who had already submitted Tender Fee during the Previous NIT (No. DMC&H/HMS/Laundry/2022-23/565 Dt-20/01/2023)		
EMD	Rs.10,000/- (Rupees Ten thousand).		
Tender Validity	60 days		
Security Deposit	Rs.2,00,000/- (Rupees Two Lakhs) in form of DD/Bank Grantee		

The sealed envelope should be dropped in the tender box kept in the office of the Principal cum Chief Superintendent, DMC&H, Dhubri. ENVELOPE CONTAINING THE BIDING DOCUMENT MUST BE LABELED WITH TENDER NAME AND BIDDER NAME.

Sd/-

Dated: 23/03/2023

Principal cum Chief Superintendent Dhubri Medical College & Hospital Dhubri-Assam

#### Details of Consignees/Reporting Officer and Quantity (Based on Per bed per Month):-

Sl. No	Consignee/Reporting Officer	Address	No of Beds	Period of contract
1	The Principal cum Chief Superintendent, Dhubri MedicalCollege and Hospital, Dhubri Assam	The Principal cum Chief Superintendent, Dhubri MedicalCollege and Hospital, Dhubri Assam	250	36 months from the date of signing of contract

#### **Eligibility Criteria for the Bidder: -**

- **1.** The bidder should have been in business of mechanized laundry services of washing and ironing of soiled linen items in Govt. hospitals. The bidder should submit a declaration to the effect, duly notarized on a non-judicial stamp paper of Rs. 10/-. The firm should submit a list of organizations where the bidding firm is running its Laundry services in last 5 years.
- **2.** The bidder should have minimum 5 Years Experience of running the laundry services at Govt. hospitals.
- **3.** The bidder should submit a declaration for non-blacklisting, duly notarized on a non-judicial stamp paper of Rs. 10/-.
- **4.** Bidder should have executed at least one single order of similar work of running laundry services on Build Own and Operate model for 300 bedded or more bedded government hospital in last 3 years.
- **5.** The bidder must have an annual turnover for past three years (ending 31st March 2022) of at least Rs.1,00,00,000/- or a cumulative sum of Rs. 5,00,00,000/- during the last three years in the laundry services business only. Must provide Turnover Certificate issued by C.A with UDIN generated. Turnover for 2019-20,2020-21,2021-22)
- **6.** The bidder will submit a copy of Goods and Service Tax registration certificate along with GST remittance challans (Annual Return/3B) for the year 2021-22.
- 7. It is mandatory for the bidder to be registered with EPF & ESI.
- **8.** Copy of PAN of the Bidder Firm.
- **9.** Must provide EPF Certificate of the Firm.
- **10.** Must provide ESIC Certificate of the Firm.
- **14.** Copy of ISO Certificate IAF approved- 9001:2015, 14001:2015, 45001:2018, Certificate date of issue must be before the publication of the bid.
- **15.** Having registration issued by Labour Department.
- **16.** Proof of EMD Submission/MSME Certificate along with bid Documents.
- **17.** Laundry services has to be Provided throughout the year.

#### **Optional Site Visit:-**

- 1. The Bidder is advised to visit and examine the site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for participation in the Bid. The costs of visiting the site shall be borne by the Bidder.
- 2. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
- 3. All Bidders are requested to visit the site for assessment of work involved, before submitting their offer. Once the Bid is submitted, it will be presumed that the bidder has seen and understood the entire work involved after site inspection.
- 4. During the period of contract, no payment what so ever towards replacement of parts for Laundry Machines, Its spares or consumables etc. shall be entertained.
- 5. All the Machinery and Equipment's required for Providing Laundry Services will be provided by the successful bidder at their own cost according to the requirement. DMCH will pay only per bed per month Service Charges to the successful bidder after satisfactory completion of work. Space for Setup the Laundry will be provided by DMCH.

#### **Scope of Work**

- 1. Dhubri Medical College and Hospital, Dhubri, Assam is the state medical college of Assam. Hospital is having patient care service in the form of out Patient Departments, Indoor Services, Operation Theaters and Various Diagnostic & Laboratory Services.
- 2. Collection and Transport of dirty linen: Successful bidder/Vendor will be responsible for collection of dirty linen from/to the different user areas in the Medical College, and transport the same to laundry for cleaning.
- 3. The vendor will be responsible for Sorting processing of used linen with standard laundry process including repairing (if required), finishing and packaging, transportation and delivery of washed cloths in a covered trolley to the user area daily.
- 4. It will be the responsibility of the vendor to safely dispose of the leftover Chemicals, washing materials and other garbage produced in laundry as per the norms of Medical College.
- 5. Separate carts for transport and storage of dirty and washed linen will be used by the vendor. The hampers of carts to transport dirty linen should be appropriately cleaned after every use, and should be kept away from those to be used in transporting clean items.
- 6. The successful agency shall record on daily basis collection of dirty linen items/distribution of cleaned/washed/ironed and condemned linen items, in the department wise log book, duly signed by the representative of the Successful bidder and department official of the Medical College.
- 7. The successful bidder has to deploy his own trained staff to run the laundry including skilled operators for Washer cum Extractor, Drying Tumbler machine, Ironer, Vacuum Finishing Table and supervisory personnel as per the actual requirement.
- 8. Any associated work not explicitly covered as in above, but needed to maintain the system will deemed to be covered under the scope of work and no extra payment for the

- same can be claimed.
- 9. The Service Provider shall be responsible for procurement of all the detergents/ washing chemicals of the specification as per approved washing formula.
- 10. For running Laundry, the successful bidder has to install a sub-meter and monthly electricity bill is to be paid to Dhubri Medical College & Hospital as per meter reading. The cost of installation of sub-meter is to be borne by the successful bidder.
- 11. The successful bidder will arrange all required materials, consumables, spares & tools for smooth & effective working of Laundry Services.
- 12. It will be the responsibility of successful bidder to provide the required Laundry Services to Dhubri Medical College and Hospital, Dhubri, Assam for better patient care facility.
- 13. The successful agency/firm will be responsible for procurement of all good quality detergents & washing chemicals of standard specifications as approved for washing.

#### TENDER TERMS & CONDTIONS AND INSTRUCTIONS

#### **Instructions to tenderer**

- 1. The Technical Bids would be opened at the date, time and place given in Tender Notice. All the tenderers or their authorized representatives are advised to attend the opening of Technical Bids. In case of holiday, the same will be opened on the next working day at the same time and place.
- 2. The Financial bid of bidders who are declared successful in the technical evaluation will be opened on a day and time decided by the DMCH authority.
- 3. The tenderer should be registered as a Society, Firm or Company. Proprietary / Partnership Firms are also eligible.
- 4. The tenderer submitting their tender would be deemed to have read and accepted all the terms and conditions of tender. No verbal or written enquiries shall be entertained in respect of acceptance or rejection of the tender.
- 5. Only proprietor will sign the tender document in case of a Proprietary Firm. In case of a Partnership firm authorized partner of the firm shall sign the tender documents and attested copy of authorization of such partner shall be enclosed with tender. In case of a Company the tender documents shall be affixed with the seal of the company and signed by such person / persons as may be authorized by the articles of associations of the company and/ or a resolution of the Board of Principals thereof to sign for and on behalf of the company and duly attested copy of the resolution shall be enclosed with tender. The cancellation of any document, such as, power of attorney, partnership deed, etc. shall immediately be communicated by the tenderer (s) to the Medical College in writing, failing which the Medical College shall have no responsibility or liability of any action, taken on the strength of the said documents.
- 6. Only Proprietor will sign the Agreement in case of Award of tender to a Proprietary Firm, however in cases of Partnership Firm/Company only legally authorized person will sign the Agreement.
- 7. The schedule of rate (s) and quantities should be carefully and properly filled in. All rates should be mentioned in words as well as in figures. Please note NO Corrections, alterations and overwriting in the Financial Bid will be allowed.
- 8. All the pages of the tender documents and supporting documents, annexure/enclosures etc. must be numbered serially, signed and stamped by the tenderer.

- 9. Irrespective of the number, only those tenderers who successfully qualify in the Technical Bid will be allowed to participate further in the tendering process.
- 10. All letters posted to the successful tenderer on the address given in tender will be considered to have been delivered. Accordingly prospective tenderers are advised to write their full & correct postal address.
- 11. In the event of withdrawal by tenderer before the validity of offer, Medical College shall have right to forfeit the Earnest Money Deposit (EMD).

#### TENDER SHALL BE REJECTED IF:-

- Tenderer fails to deposit EMD with Technical Bid or MSME Certificate for EMD Exemption or participated during the previous NIT No. DMC&H/HMS/Laundry/2022-23/565 Dt-20/01/2023)
- Tenderer fail to submit their bids in time.
- Authenticity of any of the supporting document is found to be fabricated.
- Tender is found to be subletting.
- Tenderer fails to submit photocopy of Certificate of EPF & ESI Registration certificate.
- Tenderer fails to submit the required information/document along with the tender as per the terms and condition of this Tender Document.
- Tenderer fails to sign each number of pages with valid signature.
- Tenderer fails to submit ISO certificate as demand as per Eligibility Criteria.
- Tender is found to be incomplete in any respect.
- Tender is found to be conditional.
- Tenderer fails to submit all enclosure mentioned in Eligibility Criteria of Technical Bid.
- The Medical College reserves its right to cancel or reject in full or in part of all tenders received without assigning any reason in lieu thereof.

#### **OPENING OF TENDERS**

- Technical bid of the offer will be opened on the date specified in the tender notice or on a subsequent date due to force majeure conditions duly notified to the Bidders. Bidders are at liberty to present in person or through an authorized representative at the opening of the tender at the time and date as specified. In the event of the date of opening of tender being or declared a holiday for Govt. offices, the due date of opening of the tender will be following next working day at same time.
- Price bid/BOQ of bidder who meet the technical requirement will be opened on a date to be decided after approval.
- The bidders must present their scope of work in a Power Point Presentation on the date of opening Technical Bid.

#### **RIGHT TO ACCEPT**

The Principal cum Chief Superintendent, Dhubri Medical College and Hospital, Dhubri, Assam is not bound to accept the lowest (L1) rate or any bid and may at any time by notice in writing to the bidders may terminate the tendering process.

#### AWARD OF CONTRACT

- i. Principal, Dhubri Medical College and Hospital, Dhubri, Assam will award the contract to the successful evaluated bidder 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 in the bid document.
- ii. Principal, Dhubri Medical College and Hospital, Dhubri, Assam will communicate the successful bidder by letter transmitted by Registered Post/email/ portal criteria that his bid has been accepted (Letter of Offer).
- iii. The Successful bidder will be required to execute an agreement on 100/- (Rs. One Hundred Only) Stamp Paper within a period of 30 days from the date of issue of "Work Order". The cost/expenditure for this purpose is to be borne by the successful bidder.

#### GENERAL CONDITIONS OF CONTRACT

- **1.** Only Proprietor will sign the Agreement in case of Award of work to a Proprietary Firm, however in cases of Partnership/Company only legally authorized person will sign the Agreement.
- **2.** The Successful Bidder has to maintain a current/saving bank account with any branch of a nationalized bank situated in India and intimate the A/C No. to the Finance Department, Nodal Department and Contract Cell of the Medical College, within a week of award of tender.
- **3.** Any bidder who is registered as Startup in India will be exempted to submit any or all the documents given in eligibility criteria but the startup is registered only for Similar Services for Health Care Purposes. Must provide DIPP Certificate issued by Government of India Ministry of Commerce & Industry. The date of issue of Startup India Certificate must be before the publication of the Bid.

#### THE SUCCESSFUL BIDDER DELIVERABLES

- (a) The Successful bidder shall provide the Laundry Services to The Dhubri Medical College and Hospital, Dhubri, Assam.
- (b) The Services shall be provided only through qualified and experienced personnel for providing laundry service to The Dhubri Medical College and Hospital, Dhubri, Assam.
- (c) The Successful bidder will pay salary only through Electronic Fund Transfer to the personnel deployed for providing Services .The value of such payments will not beless than minimum wages effective at that time.
- (d) The Successful bidder will issue the identity card to the manpower deployed with name and address of the manpower and employer bidders name printed on the card. Under no circumstances should such identity card carry the name of the Medical College, or its logo, in any form.

- (e) All manpower deployed for the Services shall wear such dress as may be specified by the Medical College from time to time.
- (f) The successful bidder shall ensure that there is no disruption of services because of absenteeism of human resource. The Successful bidder must have and alternative backup plan for continued availability of human resource to ensure that there is no disruption to the services.

#### Performance indicator

Performance of the contract would be judged as on overall basis, interlay taking the following parameters into consideration:-

- (i) Attendance and punctuality of personnel deployed to provide Services.
- (ii) Status and quality of task performed.
- (iii) Number of breakdowns in the Services.
- (iv) Inter-personal and behavioral problems observed.
- (v) Undesirable actions observed which may cause or may have caused financial and reputation loss to the Medical College.
- (vi) Complaints received
- (vii) General opinion/general assessment by any faculty/department/committee, constitute for the purpose of monitoring.

#### RESPONSIBILITIES OF THE SUCCESSFUL BIDDER

- I. The Successful bidder shall provide all the Services on all working days/shifts and even on holidays.
- II. Apart from providing the aforesaid Services, as and when called for the Successful bidder shall discharge any other duties, which in the opinion of the Medical College are within the SCOPE OF WORK of the Successful bidder, and the Successful bidder shall carry out such duties with diligence and care.
- III. The Successful bidder shall provide speedy and competent services as per the performance benchmark and shall also deploy the required number of personnel to this effect.
- IV. The manpower deployed by the Successful bidder for carrying out the services under the terms of the contract shall be employees of the Successful bidder. No relationship of master and servant is created between the deployed manpower and the Medical College under this contract. The Successful bidder shall be solely responsible for their affairs and will be under mandatory / obligation to comply with the statutory obligations such as EPF, GST, ESIC etc. as and where applicable. These personnel shall have no claim whatsoever, to be treated as employees of the Medical College. In the event any such claims made by the personnel of the Successful bidder on the Medical College, the Successful bidder shall be wholly responsible and Successful bidder shall

indemnify the Medical College against any such claims, either monetary or otherwise.

- V. Successful bidder shall be fully responsible for any accident or mishap involving manpower engaged by him and any claim made on this part will be paid by the Successful bidder. The Successful bidder shall indemnify the Medical College from any claims arising out of accidents or mishaps, disabilities of any nature or death, or arising out of provisions under law or of any other nature in respect of all manpower engaged by Successful bidder.
- VI. In case the Successful bidder fails in fulfilling the obligations of work/service under the contract, fully and in time, the Medical College shall have the absolute right to take up the work at the Successful bidder's cost and risk, and recover all such expenses from the amounts due to the Successful bidder including their Security Deposit.
- VII. The Successful bidder will post suitable and experienced personnel as may be needed to supervise and guide the personnel for proper completion of the work/ Services as per direction of the Nodal Officer or by such officer as may designated by the Medical College. The Successful bidder is overall responsible for the good conduct and character of the manpower deployed. Successful bidder is expected to be duly diligent to carry out background check of every manpower before deploying it with the Medical College and ensure that no criminal case is ongoing against any of the manpower deployed as and when they are deployed by the successful bidder.
- VIII. The Successful bidder shall comply with regulation of any statutory authority on any obligation imposed upon him by the authorities or applicable under any law as a result of establishing and running the Services and indemnify the Services under the Agreement to be executed between Medical College and Successful bidder and shall indemnify the Medical College and its officers/employees from any claim or
- IX. consequences/damages for any lapse or non-compliance thereof. The Successful bidder and his assistants and personnel shall be liable to be dealt suitably in the event of infringement of any law. Any liability arising on the Medical College as principal employer shall be deducted from the bills of the Successful bidder and the full amount shall be recovered from the security deposit and subsequent monthly bills of the Successful bidder.
- X. The Successful bidder shall be responsible for the conduct of his personnel and in case of any complaint against any staff, the Successful bidder shall be under obligation to suitably punish such personnel or to take such other action as may be directed including removal or substitution of such personnel when instructed orally or in writing by the Nodal Officer. The Successful bidder shall observe all the laws and shall be responsible for any prosecution or liability arising from breach of any of those laws. The Medical College shall not be held

accountable or responsible under this head with regard to staff on the rolls of the Successful bidder in any manner whatsoever.

#### CONSIDERATION/ COMPENSATION/PAYMENT

- 1. The Successful bidder shall submit monthly bill in triplicate to the Medical College for the Services rendered by the Successful bidder in the preceding month. The payment shall be released after satisfactory performance of work, which shall be certified by the officer designated by the Medical College for the said purpose.
- 2. Payment of bill shall be made on receipt of fund provided by the Govt. for maintaining Laundry Service, availability of fund and approvals.
- 3. The Successful Bidder shall abide by and follow all the labour and other laws enforced from time to time in respect of his staff. The Medical College will in no way be responsible for any liability or claim of the personnel employed by the Successful Bidder. Medical College shall be indemnified from any dispute/claim arising out of the work done under the contract by the Successful Bidder. The Successful Bidder shall be fully responsible for payment of any amount of compensation arising out of any accident etc. to their personnel or outside agency deployed by them for fulfilment of the terms of the contract. The Successful Bidder will make full arrangement and responsible for safety and security of all such staff.
- 4. Successful bidder will maintain a log book on daily basis. In this log book everyday number of dirty cloths received by the laundry and number of clean cloths delivered to the department must be mentioned. Along with these, details of cloths shall also be mentioned in log book.
- 5. If at any later date, it is found that the information, documents and certificates submitted by the Successful Bidder/Contractor are wrong / forged / fake/ false or manipulated, bid/ Contract shall be cancelled and EMD/Security deposit with the Medical College shall be forfeited without any claim whatsoever against the Medical College. If at any time it is also found that any type of liability/ responsibility fixed on the Medical College or its employees by any
  - Government or local bodies regarding the bid/contract, the total responsibility will have to be borne by the Bidder/Contractor.
- 6. Bill will be on the basis of Per Bed Per Month, according to the Total Bed Agreement between Medical College Dhubri Assam and Successful Bidder. The Principal cum Chief Superintendent reserves the right to increase or decrease the required number of beds for a month/s as per the as actual need for the interest of public service.

#### COMPLIANCE OF LABOUR STATUTES

- 7. The Successful Bidder shall comply with all the statutes pertaining to Labour Laws which are in force at present or which may come into force during currency of the contract.
- 8. The Successful Bidder shall agree to maintain employment records in respect of its personnel as required under various Labour Statutes, such as attendance register, wage register, wage slips, bonus register and leave register etc. If Successful Bidder engages 20 or more personnel in the Medical College premises, the Successful Bidder shall immediately obtain required license under the provision of the Contract Labour (Regulation and Abolition) Act, 1970.
- 9. It will be the sole responsibility of the Successful Bidder to abide by the provisions of all Labour Laws as to the workers engaged by him for performance of the contract.

# CONTROL & SUPERVISION OF SUCCESSFUL BIDDER'S PERSONNEL

- 10. The Successful Bidder shall in person or through the supervisors, supervise and control the working of all the personnel engaged by him for the purpose of carrying out the obligations under the contract and shall be fully responsible for maintaining discipline, peace, good behaviour, appearance of the personnel deployed in the Medical College's premises.
- 11. In the event of the work carried out by the Successful Bidder or its personnel if being not found satisfactory, the Successful Bidder upon advice, directions or orders from the Medical College shall take immediate necessary steps so as to provide prompt, uninterrupted and effective services, as per terms of contract.
- 12. The Successful Bidder shall ensure that the personnel engaged by them shall remain on the premises of the Medical College as per timings indicated by the Medical College. However, prior permission will have to be obtained by the Successful Bidder/its supervisors from the Medical College in the event of Successful Bidder/its personnel being required to remain on the Medical College's premises beyond the aforesaid stipulated time and/ or on Sundays and fixed Public Holidays for any reasons whatsoever.

#### DAMAGES TO PERSON & PROPERTY

- 13. The Successful Bidder shall ensure that all manpower deployed for carrying out the terms of contract is duly covered and registered under beneficial insurance scheme of ESI corporation and their contribution is regularly deposited to meet any eventuality of accidents (fatal or otherwise) or injuries. The Successfully Bidder shall submit along with his monthly bills, proof of deposit of ESI of all manpower deployed during the period of the bill.
- 14. The Successful Bidder shall ensure that the Medical College shall in no way be held responsible or liable to meet any claim of the personnel deployed by the Successful Bidder against any accident or injury etc. suffered by the personnel of Successful Bidder during the course of his employment.
- 15. The Successful Bidder shall indemnify the Medical College at all times against all claims for compensation under the provision of any law for the time being in force or in respect of any personnel employed by the Successful

- Bidder in carrying out the contract and against all costs and expenditures incurred by the Medical College in connection therewith.
- 16. The Medical College shall be entitled to deduct any amount due for such claims including costs and expenses in connection with such claim from the money payable by way of consideration as aforesaid.
- 17. If in the course of execution of the contract by the Successful Bidder any damage is caused by the Successful Bidder or its personnel deployed in the Medical College's premises to persons and property of the Medical College, the Successful Bidder shall be liable for the same and indemnify the Medical College against such damages. Successful Bidder shall also render all assistance and cooperation to the Medical College in the event of any inquiry relating to any accident.
- 18. In case of any lapse, default and negligence, fraud etc. on the part of the Successful Bidder or its personnel deployed in the Medical College's premises, due to which the Medical College suffers any loss, the Successful Bidder shall be responsible to indemnity the loss and damages to the Medical College. However, Medical College will be at liberty to recover such losses from his security deposit and/or other payments due to him.
- 19. The Successful Bidder shall indemnify the Medical College against any action, proceedings, claims or demands of any persons(s), or its personnel made against the Medical College in respect of Services. The Successful Bidder shall also indemnify the Medical College for any commission or omission or default on the part of the Successful Bidder, its personnel or agents which the MedicalCollege may have to pay, incur or sustain by reasons of any such action, proceedings, claims or demands or otherwise in relation thereto, or for any reasons whatsoever.

#### Miscellaneous Liability/Responsibility

- 20. The Successful Bidder shall not divulge any information confidential or otherwise, that he may come across. The Successful Bidder has been granted license by the Medical College to enter the premises only for the purpose of carrying out the contractual obligations and not for any other reasons or purpose. It is specifically made clear to the Successful Bidder that such license is valid only during the subsistence of the contract and such license shall not be construed to confer any right on the Successful Bidder and or for its personnel, including the right to tenancy, sub-tenancy etc.
- 21. Any financial liability arising to the Medical College under the contract shall be deducted from the bills of the Successful Bidder and if the full amount is not recovered then the same shall be recovered from the security money of the Successful Bidder.
- 22. The Successful Bidder and their staff / personnel shall follow the instructions/directions/orders/rules and regulations of the Medical College in force or as amended from time-to-time by the competent authority of the Medical College or officer nominated by the Medical College or Nodal officer of the Medical College. The Successful Bidder on the direction, orders or advice of the Medical College will be under mandatory obligation to change the personal immediately.
- 23. The Principal / MS of the Medical College or any officer authorized by the

Medical College, may review or ascertain and enforce due and proper observance of the laws and rules and regulations. The officer so authorized by the Medical College or the Principal of Medical College may investigate into any complaint regarding default in terms and conditions of bid/Agreement committed by the Successful Bidder.

- 24. No party shall be allowed to be represented by legal expert during any investigation, enquiry, appeal or any other proceeding by or before any officer of the Medical College against the Successful Bidder.
- 25. The Successful Bidder shall follow the employment reservation law/order as applicable in Assam Government.

#### COMMENCEMENT OF WORK

The Successful Bidder is required to sign the Agreement and start the work within thirty days from signing of the Agreement. In case it is found that the work has not been taken up within thirty days from the date of signing the Agreement, the Medical College at its sole discretion may cancel the same and forfeit the earnest money deposit or Security Deposit, as the case may be.

#### PERIOD OF CONTRACT AND ITS RENEWAL

The contract will be valid for 3 years and it may be further extended for further years on satisfactory performance of the bidder.

Subject to other conditions of the contract, the minimum period for the running of the contract is 1 (one) year, during which the successful tenderer cannot withdraw from its obligations under the contract.

In all circumstances and eventualities, whether arising out of expiry of the period of contract or its non-renewal or termination or withdrawal, the successful tenderer shall have to continue the work till such time that a new or alternate arrangement is made by the Medical College.

Price Escalation to an amount of maximum 5% is allowed after completion of  $1^{st}$  year which will be decided by the competent authority subject to satisfactory performance of vendor.

#### STATUTORY LEVIES LIKE

GST, Income Tax deduction at source and other statutory levies, as applicable from time to time, will be deducted from the bills of the Successful Bidder. GST and other taxes, as applicable from time to time, shall be applied.

#### NOTICE PERIOD FOR ABANDONMENT OF CONTRACT

26. After expiry of the initial period of one year, the successful bidder shall be entitled to withdraw from the contract after serving three-month notice in writing to the other party in this behalf. The Principal cum Chief Superintendent reserves the right to terminate the contract at any point of time with prior notice of one month.

27. Notwithstanding any other provision contained herein, in all cases of withdrawal from contract or termination of contract. The Service provider shall have to continue the work under the contract till an alternative arrangement is made by the Medical College. In the event of failure to observe this condition, the entire Security Deposit, as also any and all other dues, lying with the Medical College, would stand forfeited.

#### TERMINATION OF AGREEMENT

After giving opportunity of being heard to the successful tenderer, in a summary proceeding, the Medical College may terminate the contract in the event of:-

- 28. Breach of any of the terms and conditions of this contract.
- 29. Any document or information furnished by the successful tenderer, either before the signing of the contract or during the subsistence thereof, being found to be forged, fabricated or materially incorrect.
- 30. The successful tenderer submitting to the Medical College materially false or incorrect reports.
- 31. Interference, in any form, during any inspections.
- 32. The successful tenderer fails to observe agreed service standards or fails to provide Services in conformity with Medical College; instructions or procedures or protocol.
- 33. The presentations and declarations made by the successful tenderer before entering into the contract with regards to its performance of Services, functions etc., are found to be false and misleading.
- 34. The successful tenderer goes into liquidation or is wound up or dissolutions proceedings are initiated.

#### **ASSIGNMENT**

Successful Tenderer shall have no right to assign, transfer or sublet the Contract arising out of this Tender.

#### **GOVERNING LAW**

The law of India shall apply to the Contract arising out of bid. The Courts at Assam shall have exclusive jurisdiction in all matters arising out of the contract.

#### **ACTS OF GOD & OTHERS**

Neither party to the Agreement shall be responsible for any delay in performance of any terms and conditions herein to the extent delay is caused by act of God or any other cause beyond their reasonable control.

#### SECURITY DEPOSIT

The successful bidder has to submit a Security Deposit of Rs.2,00,000/- (Rupees Two Lakhs) in form of DD/Bank Grantee in favour of "HMS of Dhubri Medical College & Hospital" UCO Bank Bank Dhubri Br for a period of 40 (forty) months.

#### Annexure-A

(Submitted on Non-Judicial stamp paper of Rs.100/- duly notarized)

То,	Date:-
The Principal,	
Dhubri Medical College and Hospital	
Dhubri , Assam	
Sir,	

- 1. I/We, the undersigned, certify that I/We have gone through the all terms and conditions as mentioned in the tender document and undertake to comply with them.
- 2. In the regard to performance of work, quality and kind of articles, the decision of the principal shall be final and binding on me/us.
- 3. I/We shall execute an agreement on stamped paper of Rs.100/- in case my/our bid is accepted and if I/We are asked to do so. The agreement will be executed by me/us within 15 days of the date of receipt of work order.
- 4. The terms & conditions here in contained shall form part of and shall be taken as if they are included in the agreement to be entered into or treated as agreement itself at the discretion of Medical College.
- 5. I/We hereby solely accountable & responsible for payment of wages/salaries and allowances to the personnel deployed at site as per rules or act applicable under government of central, state, local laws & bye laws applicable.
- 6. I/We further declare that I/We have not been charged with any fraudulent activities by any state/central/ UT/State Dept./Organization/Institution/Autonomous Body/Corporation.

Signature of the bidder with seal

### Financial Bid (Part -II)

SI No.	Description	Qty (Nos)	Period (in Months)	Quoted rate (Including GST)
1	Combined rate for Laundry Services based on per bed per month	250 Bed	36 Months	

Principal,

**Dhubri Medical College and Hospital** 

Dhubri, Assam