



GOVERNMENT OF KARNATAKA



**BANGALORE MEDICAL COLLEGE & RESEARCH INSTITUTE
SUPER SPECIALITY HOSPITAL (PMSSY)
BANGALORE-560002**

**BID DOCUMENT FOR PROVIDING LIFT OPERATORS
TO BMCRI- SUPER SPECIALITY HOSPITAL (PMSSY),
BANGALORE**

ENQUIRY NO: BMCRI/SSH/ SUP- TEND 09 /2018-19 Dated: 26/07/2018

GOVERNMENT OF KARNATAKA
BMCRI SUPER SPECIALITY HOSPITAL(PMSSY),
VICTORIA HOSPITAL CAMPUS, BANGALORE-560002

Telephones:-080-26981928,

Fax : -080-26705883

TENDER REFERENCE No: **BMCRI/SSH/SUP-TEND 09/2018-19 Dated: 26/07/2018**

Tenders may be uploaded from : 28/07/2018

Last date for uploading the tenders : 28/08/2018 before 4-00 PM

Date of opening of tenders

(FIRST COVERS) : 30/08/2018 at 02-30 PM

**(If, declared as general
Holiday, next working day)**

TIME & DATE OF OPENING OF
SECOND COVER - Intimated later

ADDRESS FOR COMMUNICATION

SPECIAL OFFICER
BMCRI SUPER SPECIALITY HOSPITAL
VICTORIA HOSPITAL CAMPUS, BANGALORE-560002

**Check List for Technical Tender for providing Lift Operators to BMC&RI
Super Speciality Hospital, Bangalore - 02**

1	Name of Tendering Company / Firm / Selected tenderers	
2	Name of owner / Partners / Directors	
3	Full Particulars of Office	
(A)	Address	
(B)	Telephone No.	
(C)	Fax No.	
(D)	Email Address.	
4	Registration Details.	
	(A) PAN/GIR No.	
	(B) GST Registration No.	
	(C) E.P.F. Registration No.	
	(D) E.S.I. Registration No.	
5	Details of Existing contracts as per Annexure- B	
6	Annual Turnover of 50 Lakhs for similar kind of service for the last three years certified by Chartered Accountant	
7	Performance satisfactory certificate from other institutions/ Hospitals from atleast 3 organizations for last 3 years.	
8 i	Performance satisfactory certificate if the tenderer is serving this hospital, should be given after the date of notification	
8 ii	Performance satisfactory certificate if the tenderer has served the hospital in the previous years (since 2012)	
9	Tender form duly signed Annexure - D	
10	Self declaration for not having blacklisted as per format Annexure - A	
11	Tender form fee of Rs 5000 in the form of DD favouring Special Officer.	
12	Solvency Certificate of 30 Lakhs from Nationalized Bank to dated after the date of Notification	
13	The Tenderer should have the Registered / Branch Office in Bangalore, proof of the same to be uploaded	

The above format may be used to provide requisite details and any other details as per the tender document.

Signature of owner / The Managing Partner / Director

Date:

Name:

Place:

Seal:

**TENDER NOTICE FOR PROVIDING LIFT OPERATORS TO BMCRI-SUPER
SPECIALITY HOSPITAL, BANGALORE-02**

The Tender Inviting Authority of Bangalore Medical College & Research Institute Super Speciality Hospital invites E- tenders for the Providing Lift Operators as per KTPP Act 1999 & 2000.,

1. Eligible agencies may visit/ inspect the site and verify the entire quantum of work before quoting. They may visit/inspect the site on any working day from between 10.00 am to 5.00 pm by contacting the **SPECIAL OFFICER, Super Speciality Hospital , BMC&RI, Bangalore – 02**
2. Tender document consists of the following and as per the check list enclosed.
 - i. Tender Notice including eligibility criteria.
 - ii. Instructions to Tenderer
 - iii. General Conditions of Contract
 - iv. Scope of Work (**Annexure 'I'**)
 - v. Additional scope and Particular Conditions for Hospital Security.
 - vi. Technical Tender form
 - vii. Financial Tender form
 - viii. Self Declaration (**Annexure 'A'**)
3. The tender document shall be downloaded from the website <http://www.eproc.karnataka.gov.in> under the Medical Education Department and the documents can also be viewed and downloaded in www.bmcrissh.org from **28/07/2018** and Rs. 5000/-(Rupees Five thousand only) should be enclosed as Tender document fee payable by non-refundable demand draft/Banker Cheque of any Nationalized Bank drawn in favour of **“Special Officer, PMSSY Super Speciality Hospital, Bangalore”**. The same to be submitted on or before 30 /08/2018 before 5.30 PM.
4. The Technical Bids shall be opened at **2.30 PM on 30/08/2018** at Board Room, BMCRI SSH, Bangalore – 02 in the presence of such tenderers or their authorized representatives who may wish to be present.

I ELIGIBILITY CRITERIA

1. The Tenderer must have an Annual turnover of Rs. 50,00,000/- during each of the last three years (2015-2016, 2016-2017 & 2017-18) for Similar kind of service, consolidated report duly certified by Chartered Accountant.
2. The Agency must have experience of handling similar kind of work in reputed organizations/Govt. Institutions/Public Sector. Certificate of satisfactory performance in the last 3 years from atleast 3 such clients is to be enclosed. Work orders also to be enclosed along.
3. Agency must be registered as service provider with the appropriate authority, registration certificate should be uploaded.
4. The Tenderer should have a valid labour license.
5. The tenderer should have registered under Contract Labour (R&A) Act, 1970.
6. The Agency must be registered with the statutory authorities i.e., ESI, EPF, Income Tax & GST. Certificates for the same has to be enclosed.
7. The Tenderer should have the Registered / Branch Office in Bangalore, proof of the same to be uploaded.
8. If the tenderer is providing services at BMCRI Super Speciality Hospital, the tenderer shall submit the latest (shall be dated on or after tender notification date) **service satisfactory certificate** without fail. Else the bid shall be rejected.
9. If the tenderer has provided similar kind of service at BMCRI Super Speciality Hospital previously (since 2012), then the tenderer shall submit the **service satisfactory certificate** without fail. Else the bid shall be rejected.

NOTE: 'similar kind' means the service for which the tender has been called for.

II. INSTRUCTIONS TO TENDERERS / GENERAL CONDITIONS OF CONTRACT

1. E-tenders are invited from the registered and reputed agencies for providing Lift Operators for BMCRI- Super Speciality Hospital, on outsource basis under two bid systems.
2. The premises include the covered area of the building and outside the building within the boundary of the premises.
3. The tenderers are required to submit two separate Bids i.e. – Technical and Financial, as per eportal.
4. The Technical bid should contain the following:
 - a) Company Profile
 - b) Copy of Tender fee of Rs.5,000/- (Non-refundable) in the form of Demand Draft/Pay Order from a Commercial bank drawn in favour of , “**Special Officer, PMSSY Super Speciality Hospital**”, payable at Bangalore. The hard copy/ original to be submitted on or before 30/8/2018.
 - c) Performance satisfactory certificate from atleast 3 clients in the last 3 years for having executed or executing similar kind of service.
 - d) Registration Certificate of firm/ Establishment as service provider for the similar

service.

- e) Copy of GST Tax code details
 - f) Registered Office/Branch office in Bangalore (proof to be uploaded)
 - g) Copy of PAN Number
 - h) Copy of ESI Registration
 - i) Copy of EPF Registration
 - j) Copy of Registration details under Contract Labour (R&A) Act, 1970 and valid license from Labour Department.
 - k) Copy of ESI & EPF ECR details for the last 2 years.
 - l) Annual turnover for the last three financial years duly certified by Chartered accountant.
 - m) Income Tax returns for the last 3 years along with Income Tax clearance Certificate.
 - n) Self declaration as per **Annexure – A**
 - o) Tender form duly signed as per **Annexure – D**
 - p) Solvency Certificate
5. The Technical Bid should be accompanied by an **Earnest Money Deposit (EMD)** of **Rs.50, 000/-** shall be paid online through e portal (NEFT/OTC). In the absence of EMD, the tender shall be rejected by the e-portal. The earnest money shall be refunded to the unsuccessful tenderers after finalization of the contract. It shall be refunded to successful Tenderer on the receipt of performance Security deposit. No interest is payable on the EMD.
 6. The agency should submit the Original Solvency Certificate for **Rs.30 Lakhs** from any Nationalized Bank dated after the tender notification issued in favour of **Special Officer, BMC&RI Super Speciality Hospital (PMSSY) Bangalore**. All entries in the tender form should be legible. Any overwriting or cutting which is unavoidable shall be signed by the authorized signatory. Solvency Certificate has to be issued on or after the tender notification addressed to the Special Officer **BMC&RI Super Speciality Hospital (PMSSY) Bangalore**
 7. The bid shall be valid for 180 (One Hundred Eighty) days from the date of opening of the technical bid.
 8. The tenderers shall quote for all work failing which the bid shall be considered non responsive.
 9. Tender incomplete in any form will be rejected.
 10. Conditional Tenders will be rejected.
 11. The closing date and time for receipt of tenders will be **28/08/2018 4.30 PM**
 12. The Technical Bid shall be opened on 30/8/2018 2.30 PM at BMC & RI Super Speciality Hospital (PMSSY), tenderer who wish to be present at the time may attend. All the Technical Bids will be scrutinized, relevant documents checked for their authenticity and any original documents asked for should be submitted within the stipulated date.
 13. No Tenderer will be allowed to withdraw after submission of the tenders within the bid validity period otherwise the EMD submitted by the tendering firm would stand forfeited.
 14. In case the successful Tenderer declines the offer of Contract, for whatsoever reasons, his EMD will be forfeited.
 15. A formal contract shall be entered into with the successful tenderer. In this contract, the successful tenderer shall be defined as Contractor. All correspondence shall be through email/written letter only.

16. The successful tenderer will have to submit **10% of the tender value** as Performance Security Deposit by way of DD or bankers cheque in favour of “**Special Officer, PMSSY Super Speciality Hospital**” for 60 days beyond the expiry of contract and further renewable.
17. The successful Tenderer will have to deposit the Performance Security Deposit and commence the work on or before 30 days of issue of Award of Contract. Otherwise the contract will be canceled and EMD will be forfeited.
18. The tenderer should quote only service charges in Financial Bid wages shall be accordance with the Minimum wages as decided by the State Government for Bangalore city. Manpower charges shall be **as per the minimum wages notification No: KAE 125 LMW 2015 Dated:-6/1/2017** for Lift Operators.
19. Under any circumstances whatsoever, the manpower deployed shall be paid wages not below the Minimum wages set by the Government of Karnataka.
20. All the rates quoted by the bidder shall remain unchanged during the period of contract except Manpower charges, which may be revised in case of revision of Minimum Wages by State Government. This revision will, however, be restricted to revised Minimum Wages only.
21. The Tenderer should have sufficient employees on its rolls specifically trained for Lift Operator work in the initial period. The Successful bidder should have atleast 25% of employees in excess.
22. The agency should quote the Service Charges per person per month, the charges for supply of manpower shall be quoted in Figure and words. In case of any discrepancy in rates, the rates written in words shall prevail. Service Charges quoted shall not be less than 2%.
23. The Charges should be quoted on monthly basis for providing manpower for Lift Operator Service.
24. Rates quoted shall be firm and fixed. No escalation of whatsoever nature shall be payable, unless it is due to State Government order on enhancement of Minimum Wages.
25. Tenders received and found deficient on account of registrations, documents or required information are liable to be rejected.
26. Tender containing false, misleading information will be rejected and may also be liable for consequences for submitting false information. **Special Officer (Tender Inviting Authority), BMC&RI Super Speciality Hospital** Bangalore, does not bind himself to accept the lowest or any tender and reserves the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
27. The tender inviting authority reserves the right to withdraw/relax any of the terms and conditions mentioned above.

28. The tender inviting authority reserves the right to reject all or any tender in whole, or in part, without assigning any reason thereof.
29. For finalization of contract, the Tenderer whose rates as given in the Financial Bid are the lowest in comparison to other tenderers will be considered as the Lowest Tenderer. **If 2 bidders are found to be the lowest then the preceding year's annual financial turnover will be considered.** The bidder with higher annual financial turnover for similar kind of service will be preferred. Balance sheets for the same should be produced.
30. The persons deployed by the Contractor should be less than 50 years of age, properly trained, have requisite Experience and skills for carrying out a wide variety of Lift Operator work using appropriate materials and tools/equipment.
31. The Contractor should ensure the Health and safety measures of the employees. Hospital and Tender Inviting Authority is not responsible for any unfortunate accidents / incidents that occur during the working hours
32. The Contractor will be responsible for maintenance of all such items/equipments in the hospital.
33. Performance Satisfactory certificate for the last three years wherever service of similar nature has been provided. It is mandatory to enclose service satisfactory certificate if the bidder has served (since 2012) /serving this hospital. Failure to submit such documents will lead to bid rejection.
34. The Contractor must employ adult and skilled labour only. Employment of child labour will lead to the termination of the contract. The Contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The Contractor shall be fully responsible for the conduct of his staff.
35. The deployed employees should be Domicile of Karnataka for atleast 5 years, relevant ID cards like voter ID , Ration Card should be submitted.
36. The Contractor will be responsible for such conduct of the persons engaged by him in the Hospital, which will be conducive for maintaining the harmonious atmosphere in the Hospital and will be responsible for any act of commission & omission of such persons.
37. The persons provided by the contractor shall be the employee of the contractor only and there is no Master and Servant or Employer and Employee relationship between the persons provided by the contractor and this Hospital and further the said persons of the contractor shall not claim any employment, engagement or absorption in this Hospital, in future.
38. The persons provided by the contractor shall not claim any benefit/compensation/absorption/ regularization of service from/in this hospital under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act 1970. Undertakings from the persons to this effect shall be required to be submitted by the contractor to this hospital.

39. The contract shall initially be for a period of One year and shall be extended further for one more year subject to satisfactory performance, on the same Rate, Terms and Conditions.
40. The rates quoted by the bidder shall remain unchanged during the period of contract.
41. **Special Officer, BMC&RI Super Speciality Hospital**, however, reserves the right to terminate the contract by serving one months notice, in writing. Without assigning any reason the Contract may be terminated by giving one month notice. If the bidder wants to terminate the contract, then a minimum of 3 months notice period has to be issued to the hospital and with the consent, contract may be terminated.
42. In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited.
43. The Contractor must provide standard liveries to its Lift Operators. The staff shall be in proper uniform as approved by **Special Officer, BMC&RI Super Speciality Hospital**, and with their identity properly displayed.
44. The agency shall provide the surname and other details compulsorily for the deploying Lift Operators as per Government ID card (ADHAR Card).
45. The agency shall issue Photo ID cards (information as in ADHAR CARD) to all its employees with the agency's Logo, Name and Designation of the employee deployed. Without the ID Cards and uniform no employee will be allowed to work.
46. The agency shall submit the medical fitness certificate of the Lift Operators deployed and age shall be ascertained in the medical fitness certificate.
47. The Lift Operators should be provided with minimum 2 pairs of uniforms with monogram of the agency. If the agency is serving more than one hospital in the BMCRI Super Speciality Hospital (PMSSY) campus, then the uniforms shall be unique to each hospital. The staff should have good personality and should be presentable and pleasant in their manners. They should be able to identify important officers of the Hospital and should give proper respect to them. The age of the Lift Operator personnel posted by the Agency shall not exceed 50 years.
48. Qualified bidder should pay for the already installed face & finger reading biometric attendance instrument and the paid amount shall be remitted at the end of the contract with deduction of 10% as depreciation. The biometric entry and attendance will be monitored by the hospital authorities. It should be certified by NS Grade I /II and submitted in triplicate on 5th of every month. Attendance shall be verified with 3 documents i) Biometric, ii) NS Grade Attendance, iii) Contractor's Attendance. However, the Biometric attendance shall be final and wage payment shall be done purely based on biometrics.
49. Special Officer, BMC & RI Super Speciality Hospital will provide space for setting up a control room of the Contractor in the premises. The room to be equipped with a computer work station. The contractor will arrange for all items, computerized inventory of stores, computerized daily duty roster chart, etc. The Lift Operators will

first report to the Manager/supervisor in the designated room and subsequently deployed for duty after having been checked for liveries, upkeep, etc.

The Lift Operators are to be provided at BMCRI Super Speciality Hospital on 24X7X365 day. The contractor is responsible for any loss due to improper handling of movable/ immovable properties or use of improper material/equipments etc., by the Lift Operator. The contractor has to indemnify the BMC&RI Super Speciality Hospital, against all claims, damages or compensation under the provisions of Central Minimum wages Act and other Labour laws in force from time to time and Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workman Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Bonus Act; Contract Labour (R & A) Act 1970, or any modification thereof or any other Social Security benefits including prescribed number of leave / holidays and prescribed hours of work Schedule to its employees deployed in the hospital and all laws related to Social Security (ESI & P.F. etc), Service Tax wherever applicable & other Labour legislations, and such statutory orders from time to time. BMC&RI Super Speciality Hospital, will not own any responsibility in this regard. And the Contractor will be liable for any consequences resulting from violation of any such rule / provision. These instructions shall form a part of the contract document/agreement.

III. SCOPE OF WORK AND SERVICES OF THE PREMISES

- a. Details of scope of work are enclosed in the **Annexure 'I'**
- b. The details of the schedule is enclosed.

Details of Number of Manpower and liveries to be used is furnished in the The contractor shall provide resources, to meet the contractual obligations.

IV. Variations

The Special Officer, BMC&RI Super Speciality Hospital, may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out on the basis of contract rates for manpower and priorate for additional areas.

V. Payment Procedure

- a. Payment of the previous month will be made upon submission of the bill before 15th of the succeeding month in triplicate. Payment of the bill will be based on submission of required documents as per **Check list (Annexure – C)** approved by BMC&RI Super Speciality Hospital, along with computer generated attendance sheet (biometric) in respect of the persons deployed.
- b. The billing cycle is to be Calendar month. The bill by the Agency to be submitted before 15th and bill to be cleared for each month if all documents are submitted as per the tender condition. However, the agency has to make payment to the worker on or before 7th of every month without fail and payment of wages, ESI, EPF is not linked to the clearance of the bill by BMC&RI Super Speciality Hospital. If all the documents are submitted and are found to be correct, payment shall be made within 30 days of submission of all documents.

- c. The wages of the workers should be credited into their bank account and the necessary supporting documents should be enclosed while submitting the bill. No cash payment is permissible & such payments are to be treated at par with non-payment of wages. There must be no deviation whatsoever in this regard. Wages, ESI, EPF has to be credited even to the employee who works for only one day, through bank account only. Bank statement for having remitted the salary has to be produced. The bank should be a Nationalized Bank. Each page of the bank statement should be signed and attested by the Bank Manager.
- d. The details of remittance of Bank Statement, ESI/EPF/GST Tax and other statutory dues should be enclosed along with the bill. If these are not remitted to the employees as per the procedure then the bills shall be withheld until clearance from the agency and strict actions will be taken against the agency.
- e. Employee-wise details of ESI, EPF & other statutory dues contribution paid is to be submitted on time. **The firm / agency shall nominate one of their staff to produce their ESI and EPF User ID and password and provide the details asked by office regarding the ESI and EPF payments download their uploaded ECR copies to this office.** Individual employee ESI & EPF paid ECR copies to be downloaded at this office, on the day of submission of the bill.
- f. The Security Deposit shall be released without interest after 3 month of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from the Agency or its employees. In case of any complaint, the Security deposit shall be discharged only after adjusting all dues, liabilities etc. including withdrawals of EPF of workers engaged during contract period or after submitting the individual EPF account details to be certified by Provident fund commissioner's office, submission of receipts of payment of GST (month wise details) duly certified by the concerned govt authority etc., if any, as specified in the tender at appropriate places.
- g. **The Successful Bidder shall submit an undertaking on Rs 100 stamp paper that all statutory Labour Laws including Minimum Wages Act, ESI ,EPF, WAGES to the employees engaged at BMCRI-Super Speciality Hospital is being complied and any differences regarding the above shall be the responsibility of the bidder.** And the hospital shall take legal actions if the agency is found to be at fault in terms of remitting the ESI, EPF & WAGES to its employees. The mentioned undertaking shall be submitted along with the Contract Agreement paper.
- h. The Agency, which do not provide details of the payment of all statutory dues with the bill, will be given one month's notice for termination of the contract right away.
- i. Duty roaster of a month shall be submitted on 25th of the previous month and shifts shall not be altered. If altered it shall be brought to the notice of the Special Officer in a letter immediately. The weekly offs should be given as per the duty roaster only. Any changes shall be considered as leave.
- j. Bills should be submitted on time. BMCRI-SSH won't be responsible for late payments if bills and required documents are submitted late or is incomplete.

- k. The employee names in Bank Statement, ESI, PF Registrations should be same as in the hospital attendance register.
- l. The bank statement for having paid the salaries to the employees should be certified by the bank on every page of the statement. The bank should be a Nationalized Bank only. Co-operative bank statement or accounts will not be considered.

VI. Liquidated damages

Whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of the supervisory staff of the Contractor by Super Speciality Hospital, BMC&RI, and if no action is taken within ONE hour liquidated damages @ Rs.500/- (Rupees Five Hundred Only) per complaint shall be imposed. The decision of Special Officer, BMC&RI Super Speciality Hospital, shall be final, in this regard.

VII. Manpower

- a. The Contractor should ensure to maintain adequate number of manpower as per Financial Bid and also arrange a pool of stand by Lift Operator. In case any Lift Operator is absent from the duty, the reliever of equal status shall be provided by the Contractor from an existing pool of Lift Operator. If the numbers of workers/supervisor reported are less than the minimum required as per Schedule of Requirement, a penalty @ Rs.500/- (Rupees Five Hundred Only) per worker per shift will be deducted from the bill and also the wages for the absent workers will be deducted. Any Manpower should not be deputed in double or triple shift.
- b. If the absence or shortage of workers pertains for the succeeding months, then the penalty shall increase by Rs 250 per succeeding month. Penalty is applicable per day per absent worker per shift.
- c. Individual employee Documents like the Bank account No, ESI No, PF No, Adhar card copy, 10th Marks card copy, Police verification copy, medical fitness certificate, required licenses and certificates for doing the particular work should be submitted before the start of service.
- d. Only on submission of the above documents biometrics will be done and all employees should be registered on our biometrics before the start of service.
- e. No employees from the previously served agency should be taken. The bidder should have sufficient manpower on their payroll and an undertaking should be enclosed for the same. In the initial period of commencement of work, atleast 25% of staff should be in excess.
- f. All employees should compulsorily converse in Kannada. They should understand and speak kannada well. They should be Karnataka Domicile for atleast 5 years. Proofs for the same like the Voter ID, Ration Card to be submitted.
- g. The working staff to be professionally qualified and must be trained. This work force should be on the pay roll of the Agency.
- h. Contractor must employ adult personnel having good antecedents.

- i. The agency shall be fully responsible for the conduct of their staff. Any misconduct/ misbehavior on the part of the manpower deployed by the Contractor will not be tolerated and such person will have to be replaced by the contractor at his own costs, risks and responsibilities immediately, with written intimation to BMC&RI Super Speciality Hospital.
- j. The hospital shall have a right to ask for the replacement of a worker who is not found suitable for the work or adjudged undesirable worker by the hospital.
- k. Improper usage of hospital recourses shall lead to a penalty of Rs 1000 for every such incident.
- l. The Contractor shall provide a bio-data as per Annexure III with a photograph as well as copies of identity cards of all the persons who will be engaged by him for working in the hospital and also get their Police verification done before engagement in the Hospital. Without the police verification, biometrics of the workers shall not be done. And biometric attendance shall be considered from the first day of joining

VIII. Risk Clause

The Contractor shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BMC&RI – Super Speciality Hospital reserve the right for termination of the contract at any time by giving one month written notice, if the service is found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of Contractor and excess expenditure incurred on account of this will be recovered by BMC&RI Super Speciality Hospital from the Contractor’s Security Deposit or pending bill or by raising a separate claim.

- a. Regular meetings will be held with the BMC&RI- Super Speciality Hospital.
- b. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the BMC&RI Super Speciality Hospital and shall not knowingly lend to any person or company any of the assets of the BMC&RI Super Speciality Hospital under its control.
- c. In the event of loss/damage of equipment etc. at the premises of the Hospital due to negligence/carelessness of deployed staff, then the Contractor shall compensate the loss to the hospital.
- d. The Contractor or its representative/s shall meet BMC&RI-Super Speciality Hospital representative/s regularly to take feedback regarding the Lift Operator Service. The Contractor will also maintain a suggestion book for comments on the services rendered by it.
- e. The Contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the hospital premises and shall indemnify BMC&RI Super Speciality Hospital for any loss or damage caused by any act of the Contractor or its employees or staff.
- f. The Contractor shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BMC&RI-Super Speciality Hospital.
- g. Appointment of Supervisors will be done in consultation with BMC&RI Super Speciality Hospital and must be approved by Special Officer.
- h. Training on behavior aspects and ethics must be done regularly. BMC&RI Super

Speciality Hospital's ways of working should be communicated to all deployed staff. Training report of the same must be submitted once in a month.

- i. Licenses if any required for Lift Operator at the site will be procured by the Contractor.
- j. Any loss caused to the life and property due to negligence or dereliction of duty of the engaged agency is to be indemnified by the Agency upto the entire satisfaction of the concerned office.

IX. TERMINATION OF AGREEMENT / CONTRACT

- a. The Special Officer , BMC&RI SSH, Bangalore shall at his sole and absolute discretion, be entitled to terminate this agreement forthwith by written one month notice without assigning any reason and without payment of any compensation.
- b. In case of any breach of any terms and conditions attached to the contract, the performance Security Deposit of the Contractor will be liable to be forfeited by The Special Officer, BMC&RI SSH, Bangalore besides annulment of the contract and also *blacklisting* of the contractor for further five years.
- c. In the event of termination of this agreement for any reason whatsoever, the contractor/or persons employed by him or his agents shall not be entitled for any sum or sums whatsoever from the Hospital by way of compensation, damages or otherwise. The contractor may terminate the contract with a 3 months notice & permission from the Tender Inviting Authority in writing.

X. STAMP DUTY

The contractor shall bear the stamp duty on the original of the agreement incorporating the General conditions of the contract, Scope of the work, Additional scope of the work and terms and conditions, which shall be executed in duplicate, and the Hospital shall retain the original and the Contractor shall retain the duplicate.

XI. DISPUTE SETTLEMENT

It is mutually agreed that all differences and disputes arising out of or in connection with this Agreement shall be settled by mutual discussions and negotiations. If such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Sole Arbitrator appointed by the Special Officer, BMC&RI SSH, Bangalore whose decision shall be final and binding on both the parties.

XII. AWARD OF CONTRACT

- Award of the contract will be made 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 incorporated in the bidding document. **The contract period shall initially be for a period of one year and shall be extended for one more year subject to satisfactory performance.**
- The Authority / Hospital will communicate the successful bidder by letter transmitted by registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Award of Contract") shall prescribe the amount at which

the contractor will be paid in consideration of the execution of services by the contractor as required in the contract.

- The successful bidder will be required to execute an Agreement in the form specified within a period of 14 days from the date of issue of Award of Contract from the hospital.
- The successful bidder shall be required to furnish Performance Security within 14 days of issue of "Award of Contract" for an amount equal to 10% of the contract value in the form of Account Payee DD in an acceptable form in favour of Special officer, PMSSY-Super Speciality Hospital, Victoria Hospital Campus, Bangalore-02. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.
- Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Performance Security.
- In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of contract thereof, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor either by issue of the Award of Contract (AOC) or entering into of the Agreement, and if the Selected Bidder has already been issued the AOC or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this NIT, be liable to be terminated, by a communication in writing by the Hospital to the Selected Bidder or the Contractor, as the case may be, without the Hospital being liable in any manner whatsoever to the Selected Bidder or Contractor.
- In such an event, the Hospital shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Hospital under the Bidding Documents and/ or the Agreement, or otherwise. In such a case, if the discovery is made before the signing of the Agreement, the Hospital retains the right to call/ invite the next lowest bidder to match the L-1 Bidder and may re-issue the AOC to the next lowest bidder. If the next Lowest bidder refuses to match the Bid of the L-1 bidder or such discovery regarding material misrepresentation happens after signing of the Agreement, the Hospital reserves the right to terminate the agreement/ withdraw the AOC, as the case may be, forfeit the Bid Security or Performance Security or both of the L-1 bidder as persisting on such date and may initiate retender.
- In case, any such discovery happens during tenure of such Agreement, the Hospital reserves the right to terminate the agreement and proceed ahead as per the provisions of terminations in case of Contractor Event of Default. In case Selected Bidder does not acknowledge the AOC or does not sign the agreement within the time period specified in the AOC, in such an event, the Hospital shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Hospital under the Bidding Documents and/ or the Agreement, or otherwise.

XIII. FRAUDULENT AND CORRUPT PRACTICES

The Bidders and their respective officers, employees, agents and advisors shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the AOC and during the subsistence of the Contract / Agreement. Notwithstanding anything to the contrary contained herein, or in the AOC or the Contract / Agreement, the Authority may reject a Bid, withdraw the AOC, or terminate the Contract / Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the

Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy including blacklisting / debarment that may be available to the Authority under the Bidding Documents and/ or the Contract / Agreement, or otherwise.

Without prejudice to the rights of the Authority under Clause hereinabove and the rights and remedies which the Authority may have under the AOC or the Contract / Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the AOC or the execution of the Contract / Agreement, such Bidder or Contractor shall not be eligible to participate in any tender issued by the Tender Inviting Authority during a period of 5 (five) years from the date such Bidder or Contractor, as the case may be, is found by the Tender Inviting Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the AOC. Shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the AOC or after the execution of the Contract / Agreement, as the case may be, any person in respect of any matter relating to the Hospital services or the AOC or the Contract / Agreement, who at any time has been or is a legal, financial or technical adviser of the Tender Inviting Authority in relation to any matter concerning the Hospital Lift Operator Service;
- (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

XIV. JURISDICTION OF COURT:-

The Courts in Bangalore shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

The Duty hours for the shifts shall be as follows :

General Shift :	8:00 am to 4:00 pm
Morning Shift	8:00 am to 2:00pm
2 nd Shift	2:00pm to 8:00pm
Night Shift	8:00pm to 8:00am

Signature of tenderer with seal

I. Scope of Work

Lift Operators shall be responsible for the smooth functioning of the lift he shall ensure that all instructions of the administration or strictly followed and there is no any laps of any kind

Wherever necessary the routine check of the persons visiting the office during work days is to be carried out, if required, by personal search of employees as may be considered necessary by the Hospital. Worn out, untidy and un-presentable uniforms shall be replaced forthwith.

The Supervisor of the Agency shall take regular rounds to ensure proper security especially during the night shifts and invariably have a discussion with the Special Officer once in 15 days during working hours to ascertain the performance of the security guards deployed.

If any loss or damage is caused to the Hospital by non-compliance of the obligations under this agreement by the Agency, the Agency is liable to make good such losses and the Hospital shall be entitled to recover the same from the Agency.

The Lift Operators provided by the Agency should have good knowledge of Kannada both for conversation as well as for reporting purpose. The Agency will meet the Special Officer periodically and obtain instructions/short comings of their performance.

The contractor will have to provide the security services in the BMCRI-Super Speciality Hospital, Bangalore. The agency shall ensure protection of the patients, personnel & property of the hospital.

Any damage or loss caused by Contractor's personnel to the Hospital in whatever form or any penalties imposed on the Contractor would be recovered from the Contractor from its running bill or dues or against the performance guarantee.

DISCIPLINE AND COURTESY:-

The personnel engaged have to be courteous with pleasant mannerism in dealing with the department officials, patients and members of public and should project an image of utmost discipline. The shall have right to have any person removed in case of staff complaints or as decided by representative of the Hospital, if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases.

DOCUMENTS TO BE SUBMITTED BEFORE DEPLOYING THE STAFF

The below documents should be submitted 15 days before commencing the work. A month's time will be given from the date of Award of Contract to commence the work. From Day 1 the employees should come in uniforms, ID card, proper shoes and have to be trained to work in BMCRI-SSH.

Documents to be submitted for each individual employee before commencement of work

- Police verification
- Medical fitness certificate
- Training certificate for the particular service
- ESI No
- EPF No
- Bank account number
- ADHAR card
- Age proof
- SSLC or equivalent qualification certificate as mentioned in the schedule of requirements.
- Karnataka domicile certificate (voter ID/Ration card)

All these have to be submitted for each employee before 15 days of commencement of work during the initial period and the same is applicable if any new employee is deployed later on during the service period.

Signature of owner / The Managing Partner /
Director

Date:
Place:

Name:
Seal:

SELF DECLARATION

To,
Special Officer,
BMCRI Super Speciality Hospital,
Victoria Hospital Campus,
Bangalore – 02.

Tender Notification No: -----

Date-----

For Security Service,
We

M/s. -----

1. The tenderer should have an organization to provide the necessary management
2. Self declaration stating the firm is not black listed with any State Government / Central Government / Quasi Government Organization.

The Tenderer failure to furnish all information as stipulated in the tender documents or submission of a tender not in compliance to the tender documents will be rejected.

Signature of authorized person

Date:

Full Name:

Place:

Company's Seal:

Note : The above declaration, duly signed and sealed by the authorized signatory of the company, should be enclosed with Technical tender.

ANNEXURE- B

Details of the contracts that have been executed or is being executed.

	Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer Concerned and email for contact	Details regarding the contract including manpower deployed	Value of Contract (Rs.)	Duration of Contract	
				From	To
				DD/MM/YY	DD/MM/YY
1					
2					
3					
	Additional information, if Any				

The above format may be used to provide requisite details.

Signature of owner / The Managing Partner / Director

Date:
Place:

Name:
Seal

CHECK LIST OF DOCUMENTS (to be submitted along with monthly bill)

S.No.	Name of Documents	No of pages	Yes	No	Remark
1	Attendance Sheet				
2	Wages Sheet				
3	Wages disbursed by ECS / bank statemen to the deployed workers in the concerned hospital (Copy of bank statement)				
4	EPF challan of individual worker with ECR copy each				
5	ESI challan of individual worker with ECR copy each				
6	GST challan must tally with the service tax collected from the department for the workers deployed in this hospital				

I am submitting monthly claim/bill for the period w.e.f.....to.....

..... for providing Lift Operators on outsource basis with the following documents as per terms & conditions of contract

This is to certify that I have disbursed the wages through electronic transfer mode at prevailing minimum wages including EPF, ESI, Bonus etc. as per Labour Laws and comply with all relevant laws and statutory requirements covered under the Labour Laws, Minimum Wages and Contract Labour (Regulation & Abolition) Act, 1970, EPF, ESI, Employees Compensation Act, 1923, Bonus etc. in respect of the personnel engaged.

As per result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, is directed to be paid by the Department, such money shall be payable by me to the Department within seven day

Signature

(Name of the Authorized person)

NOTE:

ALL DOCUMENTS SUBMITTED BY THE CONTRACTOR WITH THE BILL MUST BE VERIFIED / ATTESTED BY THE AUTHORISED SIGNATORY OF THE FIRM.

THE CONTRACTOR WILL NOT MIX-UP DOCUMENTS RELATED TO SUBMISSION OF SERVICE TAX, EPF, ESI RELATED TO THIS HOSPITAL WITH THOSE OF ANY OTHER DEPARTMENTS WHERE THE CONTRACTOR MIGHT BE PROVIDING SERVICE.

TENDER FORM

Date:.....

IFT No:

TO:

Special Officer ,
BMC&RI Super Speciality Hospital (PMSSY),
Bangalore

Gentlemen and/or Ladies:

Having examined the Tender Documents including Addenda Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provideservices (*Description of Services*) in conformity with the said tender documents for the amount mentioned in the 2nd cover.(*Total tender amount should not be mentioned*)or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this tender.

We undertake, if our tender is accepted, to provide the services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain a DD of a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per terms and conditions in the tender document.

(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of

Date:

SCHEDULE OF REQUIREMENTS

Lift Operators	8 No's
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Qualification and eligibility Criteria for Lift

Should have passed SSLC or equivalent, should be trained to work as Lift Operators. They should know to speak Kannada.

FINANCIAL BID (second cover)

Should not be enclosed with the technical bid, if enclosed, bid shall be rejected

For SECURITY SERVICE at BMC&RI SUPER SPECIALITY HOSPITAL

As per the minimum wages notification No: KAE 125 LMW 2015 Dated:-6/1/2017 for Lift Operators .

SI No	Description	Qty	Price of the each Covering Karnataka Minimum Wages Act					
			Basic Pay	VDA	PF 13.16%	ESI 4.75%	Other contributions payable by the employer as per minimum wages act	1/6 th reliever charges
					Employer contribution shall be paid			
1	2	3	4	5	6	7	8	9
a	LIFT OPERATORS	08	<u>minimum wages notification No: KAE 125 LMW 2015</u> <u>Dated:-6/1/2017, Part-07</u>					
The bidder shall quote only the service charges in percentage on the e-portal and the service charge shall be given for the total of serial no 4 to 9. GST as applicable.								

Note:

1. Service charges shall be inclusive of labour providing charges , and any other items(s) that may be required for fulfillment of the contract as mentioned in the scope of work.
2. The agencies shall invariably quote more than the minimum service charges at 2% of the Basic, VDA, ESI, EPF, reliever charges etc. The agency who quote NIL or less than 2% service charges will be rejected.
3. The percentage of service charges that will be quoted should not be in decimals.