**TERMS AND CONDITIONS FOR OUTSOURCING OF LAUNDRY SERVICES FOR OT LINEN (HOSPITAL GREEN) ON RATE CONTRACT BASIS AT TMH, PAREL, MUMBAI & ACTREC, KHARGHAR, NAVI MUMBAI FOR THE PERIOD OF 2 YEARS 2022-2024.**

1. The Director, Tata Memorial Centre, Dr. Ernest Borges Marg, Parel, Mumbai 400012 invites sealed tenders for Outsourcing of Laundry Services for OT Linen (Hospital Green) on Rate Contract at Tata Memorial Hospital, Parel, Mumbai and ACTREC, Kharghar Navi Mumbai.
2. Contractors are requested to sign the Terms & Conditions and special direction to the contractors and submit along with the tender
3. Tenders for Outsourcing Laundry Services for OT Linen (Hospital Green) on Rate Contract at Tata Memorial Hospital, Parel and ACTREC, Kharghar, Navi Mumbai should be submitted **in two parts,** in two sealed envelopes duly super-scribed as" **Tender for Outsourcing Laundry Services for OT Linen (Hospital Green)**, Due Date and E.M.D. Receipt No.” on both Part - I / Part - II.

* **Part - I** containing **Technical Bids** in complete details, requisite & other relevant documents and original E.M.D Receipt.
* **Part - II** containing **Price Bid.**

Both Part – I and Part – II tenders addressed to the Director, Tata Memorial Centre, Dr. Earnest Borges Marg, Parel, Mumbai 400012 should reach Purchase Department **on or before 12/05/2022 up to 4.30 pm.** and Tenders those which are received late will not be considered.

1. The **Part I Technical Bid** will be opened **on 13/05/2022 at 10.00 am** onwards in front of those Tenderers who wish to be present.

1. Time and date of opening of Part II- Price Bid will be intimated only to the tenderers who are qualified after evaluation of Part I- (Technical Bid) i.e. Part II of the tenders will be opened on a date to be intimated later, only if Part I of the bid is technically accepted.
2. No tender will be accepted unless the full amount of tender **Ernest Money deposit of Rs.1,00,000/- (Rs.One Lakh** **only)** is paid. The Earnest money deposit must be paid by Demand Draft drawn in favour of Tata Memorial Hospital, payable at Mumbai. Demand Draft for EMD alongwith covering letter mentioning tender details and amount to be submitted at cash counter, 1st floor, Homi Bhabha Block, TMH and obtain EMD receipt from cash counter. **Original EMD receipt** must be **enclosed along** with the tender document (Technical Bid Part-I). **The EMD Receipt number and date should be mentioned on the envelopes (i.e. Technical Bid Part-I & Price Bid part –II).** The copy EMD money receipt must be kept with the vendor and to be shown at the time of tender submission.
3. It isresponsibility of the bidders to see that the completed bidding documents are submitted at the Purchase Department, 4th Floor, Service Block Bldg, Tata Memorial Hospital, Parel, Mumbai 400 012 on or before the date and time mentioned above for submission of tender, failing which the bid would be considered late and rejected. Mere handing over of the bidding documents at reception or at any other counter or room or person cannot be considered as submission of bid.
4. Tenders submitted in other places in time but not reached purchase department before schedule time will not be accepted.
5. Tenders which are received late will not be taken into consideration.
6. Vendors must fulfill the vendor capability proforma giving all the requisite details, submit all required documents mentioned and return back duly signed.
7. The Director, (TMC) reserves right to reject any or all of the tenders without assigning any reason at any stage.
8. The Director, TMC reserves the right to reject, add, reduce, or differ the purchase without assigning any reason at any stage thereof and claim in this behalf in any way shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the earnest money deposit without any payment of interest. The Director, TMC on enquiry will disclose the reasons for rejecting a tender or non-issuing a tender document.
9. The Director, TMC also reserves the right to extend the validity of the Rate Contract for more than one year as mutually agreed upon.
10. In case of acceptance of the Tender, the contractor will have to pay Security Deposit to the extent of 5% of the total value of the Contract for satisfactory fulfillment of the agreement within 15 days from the date of intimation for acceptance of the Tender, failing which, bills for the 1st month of the contract period will not be paid till the Security Deposit is paid and the Contract is signed. This Security Deposit will not carry any interest.
11. Security Deposit is to be paid by Demand Draft drawn in favour of 'Tata Memorial Hospital', payable at Mumbai or in the form of a Bank Guarantee from the Bank situated at Mumbai only. Cheque will not be accepted.
12. An Indemnity Bond indemnifying Tata Memorial Hospital in respect of any statutory and legal liabilities as a result of your being awarded a contract must be enclosed with the tender in the format enclosed.
13. In case of acceptance of the Tender, the contractor will have to enter into a Contract as per the specimen copy of the Agreement/Contract attached herewith.
14. In case of acceptance of the Tender, the charges quoted therein must be valid **up to\_\_\_\_\_\_**. Under no circumstances will the charges be revised, upwards after opening of the tender and during the currency of the contract.
15. Those contractors who are awarded contracts for the 1st time for **Outsourcing of Laundry Services** **for OT Linen (Hospital Green)** will be kept on probation for a period **of six months** from the date of commencement of contract.
16. Income tax as applicable will be deducted at source from your payment and certificate of deduction shall be issued to you by our Accounts Department.
17. Conditional offer will not be accepted.
18. The bidder should have 03 years or more experience in the profession of providing Laundry and Bed making Service Contract to the Government organizations/ Educational Institutions or other commercial organizations.
19. The bidders should have Registration No. under the EPF Act 1952 and Registration No. under the ESI Act and must hold a valid labour license from the competent authority.
20. The tender should be duly filled in all respects and signed. The tenderer should quote in figures as well as in words the amount quoted by him. Alteration, if any, should be attested by the tenderer with his full signature, otherwise the tender shall be treated as invalid tender. The tenderer should duly sign the entire tender documents personally.
21. Failure to fulfill any of the conditions given above shall render the tender for rejection.
22. Any other taxes shall be deducted from your bills as made applicable by the Government/ Statutory authorities from time to time.
23. Details of Services to be provided in the above said Rate Contract is detailed in the Scope of Work.
24. The quotation document is necessarily required to be accompanied by a quotation in Excel 2007 format. The columns have been formatted specifically and should not be changed. In case there is a difference between the soft copy and the hard copy, the hard copy will be considered as the official bid. The hard copy should be signed on each page of the form of the tender.
25. The contract entrusted to the successful vendors will be subject to "Force Majeure" clause as per section 56 of the Indian Contract Act.
26. It shall be incumbent on the successful vendor to pay stamp duty on the contract.
27. Contractor shall carry out the work in close co-ordination with the department. If any dispute arises in this regard the decision of the In-charge of work shall be final and binding on you.
28. The contractor shall not have any claim for compensation by reason of any alteration having been made in the original scope of work which shall involve any curtailment of the work as originally contemplated.
29. The contactor shall be responsible for the proper conduct of their employees who would be employed by them on execution of work. In case, it is noticed that any of their staff indulges in bad behavior or commit theft or tampers with any of the properties of the Centre, the contractor shall remove the concerned employee and also make good the loss forthwith on receipt of complaint at no cost to TMC.
30. You shall follow all safety rules and security procedure in vogue and as applicable during execution of work.
31. The contractor shall ensure that the staff and workmen deployed in the premise of TMC are qualified & competent and well disciplined. He should behave properly with officials.
32. No person engaged or involved in this contract should disclose any matter pertaining to the Department to any third party in particular any information identified as proprietary in name that be kept strictly confidential and shall not be disclosed to any third party without written consent the original disclosing party.
33. The Contractor or the employee engaged by the contractor shall not use TMH’s name for any publicity purpose through any public media like Press, Radio, Television or Internet, without the prior approval of Director, TMC.
34. The contractor shall ensure that the staff and workmen deployed always be in uniform with photo identity card, issued by contractor and duly counter signed by In charge of work.
35. **The contractor shall not sublet, transfer or assign the contract to any other party.**
36. It will be the sole responsibility of the Contractor to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract :

* Employment of Children Act
* Employees Compensation Act
* Employment of Labour / Contract Labour Act
* Industrial Employment Standing ( order) Act
* Contract Labour Abolition and Regulation Act 1970
* Minimum Wages Act/ Payment of wages Act
* Employee Provident Fund and Misc. Provision Act
* Employees State Insurance Act
* Any other act or legislation which may govern the nature of the contract.
* Any other law or act or rule as may be in force and made applicable to the workmen / supervisor / other persons as may be deployed by the Contractor for carrying out the assigned jobs.

**Arbitration**

If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitrator, to be appointed by the Director, TMC and the contractor/vendor undertakes that he shall accept such appointment even if the sole arbitrator shall be an employee of TMC. In case such person is not acceptable to the Contractor/Vendor, Director, TMC shall be the final Jurisdiction. In cases of disputes/differences referred as per law to courts the Hon’ble courts in Mumbai will have exclusive Jurisdiction and sole arbitrator and award given by him shall be final and binding on the parties.

**Contractors must distinctly understand**:

* That they will be strictly required to confirm to the condition of the Contract as contained in each of its clauses and that the plea of **"CUSTOM PREVAILING"** will not on any account be admitted as an excuse on their part for infringement of any of the conditions.

* That the full contract deposit must be paid within the time specified and the contract must be executed on or before the date fixed and intimated in writing to the successful contractor.
* That postponement of the payment of the full contract deposit of the execution of the contract will not be permitted by the Director, having in his possession other Deposit on account of other Tenders or Contracts, which Deposits may be or become returnable to the contractor and which they may wish to transfer as Deposit under this Contract. Such transfers will not under any circumstances be permitted.

* That quantity of the washing clothes specified in the Annexure-I, are approximate and the same may vary to the extent of + 20%. Tenders, where the number of persons proposed to be assigned for carrying out the day to day activities is unrealistically low are liable to be rejected.

1. If the tender is accepted but the contractor fails to execute the contract, then the amount of tender deposit (EMD) will be forfeited.
2. Contractors are requested to fill the tender carefully by mentioning site address and **(List of Equipment, their capacity and average washing load per day chemicals used).** They are also informed to read carefully the "Special directions to the Contractors enclosed as Annexure. No variation in the rates will be allowed on any ground such as clerical mistakes or misunderstandings etc. After the tender has been submitted.
3. Compliance report on technical bids be clear. If tenderer not quoted or put dash (-) or ‘NA’ then it will be presumed that quoted price includes those item cost.
4. **Security Deposit** to be collected @10% of total Tender value i.e. performance guarantee of 5% in the form of Bank guarantee and 5% form monthly bill of contractor till the sum will amount to 5% of the tender value of the contract. Performance security may be accepted as Bank Guarantee of Nationalized Banks/Scheduled Banks/State Bank of India. The security deposit/performance guarantee shall be endorsed in favor of Accounts Officer, TMC
5. **Renewal of Contract:** The contract shall be renewable at the end of the current term for a successive **one / two** year’s term unless either party gives written notice of its intention not to renew **two months** before expiration of the current term.
6. **Recovery/Penalty:** Recoveryfor torn/pilferage/**Missing above** **30% p.a**. of each category of Linen will be made from the monthly payment of the contractor. Penalty shall be charged @ the current rate contract rate. At the end of every year In-charge, Linen Department shall certify the same and intimate to Accounts Department.

Collection Trolleys /Delivery Trolleys qty 15 nos. will be handed over to the contractor for Linen transaction to Wards/OPDs/Day care etc. Any damage or repair work i.e. welding, replacement of wheels etc. will be done by TMH and cost will be recovered from Contractor from his monthly bill on quarterly basis.

1. On site visit to the Laundry Site of the tenderer will be carried out for on-site technical inspection to assess the workmanship, Laundry equipment setup etc. before technically accepting tenderers technical quote.
2. **Desirable requirement of vendor:**

**Vendors having the following machine will be given preference:**

**i) Washing Capacity:**

Washer Extractor (automatic) capacity 200 Kgs.

Washer Extractor (automatic) capacity 90 Kgs.

**ii) Drying Capacity:**

Tumble Dryers capacity 150 Kgs.

Tumble Dryers capacity 100 Kgs.

Tumble Dryers capacity 60 Kgs.

**iii) Pressing Capacity:**

Flat Work Ironer (Calendar) capacity 2 Roller

Steam Press

Hand Press Tables

**iv) Steam Capacity:**

Steam Boiler capacity 1 Ton at 170C

**v) Sewage Treatment Plant:**

Required capacity 5000 litres per hour

**vi) Area required of factory:**

Total space required in Laundry 10000 sq. feet.

Separate area required for sorting of soiled linen and folding /storing/ packing of clean Linen.

1. **Eligibility Criteria for Technical Selection:**
2. Notary Affidavit to be submitted as per format provided with tender.
3. Vendor Capability form duly filled in (as per format provided in tender document)
4. Registration certificate/ Incorporation certificate/ Shop & Establishment certificate / Partnership Deed should be enclosed.
5. GST Registration certificate
6. Copy of Balance Sheet of three financial years i.e. F.Y.2018-2019, 2019-2020 & 2020-2021.
7. ITR acknowledgement copy of 3 years i.e. A.Y. 2018-2019, 2019-2020 & 2020-2021.
8. Vendor Factory (Laundry) should be within 50 kms vicinity of Tata Memorial Hospital, Parel. (Because clean Linen required on daily basis at 6.00 am.)
9. Vendor should have experience of Laundry services of hospital with bed capacity of 300 beds or more for at least 3 years during last 6 years and should provide experience and Feedback Certificate of the same.
10. Latest 3 years’ experience in a Hospital with bed capacity of 300 beds or more and having successfully completed similar works during last 6 years ending previous day of last date of submission of tender. (Work completion certificate/ Award of Contract letter / Work order of latest 3 years to this effect must be submitted along with the offer)
    * 1. Three similar works each of value not less than 40% of the estimated cost Rs.300,00,000 = Rs.1,20,00,000/-

**OR**

* + 1. Two similar works each of value not less than 60% of the estimated cost Rs.3,00,00,000 = Rs.1,80,00,000/-

**OR**

* + 1. One Similar work of value not less than 80% of the estimated cost Rs.3,00,00,000 = Rs.2,40,00,000 of each work.

1. Bank Solvency Certificate – **Minimum Rs.75 lakhs.**
2. Turnover of **Rs.1.50 Crores per annum. (**Certificate from CA to this effect to be enclosed)

**L1 CRITERIA**

The bidder who has quoted Lowest cost will be considered as Lowest bidder (L1).

1. The Director may at his sole discretion reject all or any of the tenders without assigning any reason for the same. The contractors must fill in the tenders strictly in conformity with the instructions given with the schedule, failing which, their tenders are liable to be rejected.
2. The Tenderer/Contractor should furnish along with tender a Notary affidavit on Non judicial stamp paper of Rs.200/- stating their in as under:

* The vendor/contractor to submit along with tender an affidavit **(on Rs.200/- stamp paper**) confirming that no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
* That the firm has been providing / dealing the laundry and/or Bed making services for more than three consecutive financial years.
* That the firm is never being blacklisted/penalized/defaulted by any government institution/Hospitals with in last 5 years.
* That the firm has deposited up to date **Sales Tax/GST** and Income Tax (Attach copy of clearance/Return certificate).
* That the rates quoted by the firm are the lowest and not higher than the wholesale market rates/quoted in any other Institution or Hospitals. Rates have been checked by me/us and if approved shall supply that items in the specified period.

**N.B. The affidavit must be as per the details mentioned above. Any changes in the text matter are not accepted & TMC reserves the right to reject such offers.**

**Payment Terms**

* Contractor will submit the pre-receipted bills in duplicate on 1st working day of every month in respect of claim for the preceding month with the certificate for execution of the work satisfaction.
* Certification from the Officer-In-Charge, Laundry stating that the work has been carried out satisfactorily during the month and that there are no items of linen missing.
* All bills should be affixed with revenue stamp and should be submitted on printed forms, duly signed and pre-receipted.
* In case of any delay in processing of the bills, the Contractor shall ensure the payment of its workers by 7th or 10th as the case may be under the law of the country of every month.
* Permissible taxes will be deducted from the bills and certificate will be issued by the Centre.

**Compliance of Statutory Norms:**

* The Institute is registered in terms of the Contract Labour (Regulation and Abolition) Act, 1970 with the Registering Officer under the Regional Labour Commissioner (state). As such, the service provider shall be required to obtain requisite license from the office of the Regional Labour Commissioner (state) under the aforementioned Act.
* The contractor shall have his own set-up including registration under the relevant laws governing the type of work he is to perform.
* The contractor shall abide by all the rules and regulations of the labour laws and rules framed there under and maintain all the registers required under the above mentioned Act, Rules and regulations, including the Contract Labour (Regulation and Abolition) Act, 1970.
* The contractor shall be wholly responsible for the payment of minimum wages to his workers. As and when the minimum wage rate is changed by the Central Government, the contractor shall have to pay the revised rate to his workers as on that date.
* The contractor shall be liable to comply with the Employees’ State Insurance (ESI) Act, 1948 and Employees’ Provident Fund (EPF) and Miscellaneous Act, 1952.
* The contractor shall be liable to deduct the employees’ contribution of EPF and ESI and deposit the same along with his part of the contribution of EPF and ESI to the respective authorities within the statutory periods and shall provide a signed copy of the deposit challan to the institute within one week of depositing the same to the respective authorities. The service provider shall regularly maintain proper record in this regard, which can be inspected by the appropriate authority of the institute at any time.
* The contractor shall pay wages directly to the workmen without any intervention of any labour contractor. The contractor shall also ensure that no amount by way of commission or otherwise is deducted from the wages of the workmen.
* The contractor shall be solely responsible with regard to the supervision, salary/wages, and service conditions in respect of his employees/workmen, which shall be fair and in no case be less than the wages prescribed by the Central Labour Commissioner under the Minimum Wages act as in force from time to time.
* The contractor shall, within 14 days from the date of issue of work order will apply to the Assistant Labour Commissioner for Labour License for the maximum number of workers he intent to engage on work. A copy of the application has to be furnished to the Engineer in Charge of the work.
* All the liabilities arising out of any provision of Labour Acts in force and enacted/ amendment from time to time during the execution of contract shall be contractor’s responsibility. Any expenditure incurred by TMC to face the situation arising out of the negligence on the part of the contractors or on the part of their laborers shall be to the contractor’s accounts and recovered from the contractor’s dues.

**FOR DIRECTOR**

**TATA MEMORIAL CENTRE**

I/We have read the Terms and Conditions and the same are acceptable to me/us.

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**(Signature and Rubber Stamp of the contractor)**

**CONTRACTOR'S FULL NAME AND ADDRESS:**

**NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LATEST PERMANENT ADDRESS:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**LATEST CORRESPONDANCE ADDRESS:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**LATEST TEL. NO**.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LATEST Cell No**. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_