

**Tender for Outsourcing of Laundry Services**  
Tender No.8/H/Laundry Services/14-15

DOCUMENT STATING TERMS & CONDITIONS  
FOR  
Outsourcing of Laundry Services  
AT  
**B.P.S.GOVT. MEDICAL COLLEGE FOR WOMEN,  
KHANPUR KALAN**

Tender for Outsourcing of Laundry Services

Tender Enquiry No.

Dated:

(FOR OFFICE USE ONLY)

This Tender Form is sold to

M/s

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On \_\_\_\_\_ for Outsourcing of Laundry  
Services

Against Tender Enquiry No. \_\_\_\_\_

Vide Receipt No. \_\_\_\_\_  
Dated \_\_\_\_\_

Signature and stamp of issuing authority

Cost of tender Set (also applicable for downloaded tender): Rs.2000/- payable only by DD/Cash/Bankers Cheque/Pay Order(Non-Refundable) in favour of the DIRECTOR, B.P.S.GOVT. MEDICAL COLLEGE FOR WOMEN, KHANPUR KALAN.

### **INSTRUCTIONS TO TENDERERS**

Quotations must be enclosed in properly sealed envelope addressed **Director, B P S Government Medical College for Women, Khanpur Kalan (Sonepat)** by designation and not by name. The quotation must be superscribed **“Quotations against Tender Notice No. 08/H/laundry Services/14-15 due on 25/11/2014 (3:00p.m.) (as called for in tender notice)”** The quotations must reach in the office of Director, BPS, Govt. Medical College for Women, Khanpur Kalan (Sonepat) before the last date mentioned in the tender notice.

### **INTRODUCTION:-**

BPS Govt. Medical College for Women, Khanpur Kalan (Sonepat) ("**Hospital**") is the apex tertiary care super speciality hospital. The Hospital is having patient care services in the form of outpatient departments, indoor services, operation theatres, various diagnostic and laboratory services. The Hospital is having capacity of admission of more than 500 (five hundred) patients.

### **IMPORTANCE OF TENDER**

The importance of running a laundry service at a reasonable cost to the patient by the hospital needs no emphasis. The importance of a clean environment and linen for optimal patient care has been stressed upon since the very inception of hospitals. A sick person coming to the alien environment of the hospital gets tremendously influenced and soothed by the aesthetics or cleanliness of the surroundings and the linen. Clean linen is an aid to reduction of hospital acquired infections. The main objective of the laundry service will be to provide better patient care through properly planned and cleaned linen supplies.

### **SCOPE OF WORK**

The Hospital requires laundry services for the hospital linen including supply of hospital linen, which comprises of big/small linen items both white and coloured, blankets, plastic curtains/tapestry etc. ("**Services**").

The scope and description of the Services to be performed by an interested party who has purchased this tender document and is bidding for this tender ("**Bidder**") are given below:

(i) **Workload**

The quantity of linen items to be washed and provided by the Bidder at present is approximately One Ton per day. The quantity of linen is likely to increase with the addition of new centres/ patient care facilities.

The Services will be provided on all days and depending upon the quantity of linen required by the Hospital, the Bidder shall provide the laundry services in one or more shifts. The washed linen will be delivered by the Bidder to the Hospital within 24 (twenty four) hours of receipt of the dirty linen for processing.

(ii) **Supply of Linen**

The Bidder shall provide the linen required by the Hospital. The indicative list of linen required by the Hospital currently and to be provided by the Bidder is provided in Annexure A. The samples of the linen to be provided by the Bidder will be approved by the Hospital committee. The Bidder shall purchase and maintain at all times during the term of the Contract (defined hereafter), 6 (six) times the complete linen requirements of the Hospital.

(iii) **Processes to be undertaken**

The Bidder shall provide the Services with the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced service provider providing the same services as the Services ("**Good Industry Practice**"). The Bidder shall be responsible for:

- (a) Collecting dirty linen from the different user areas in the Hospital and transporting the same for laundry.

- (b) Sorting and processing of used linen including repairing (if required), finishing, ironing and packing.
  - (c) Transporting and delivery of washed and ironed linen to the different user areas in the Hospital.
  - (d) Safe disposal of left chemicals, other washing materials and other garbage produced in providing the Services.
  - (e) Using separate carts for transport and storage of dirty and washed linen.
  - (f) Cleaning the hampers or carts to transport soiled or dirty linen after every use and keeping such carts away from those to be used in transporting clean linen.
  - (g) Undertaking standard precautionary measures while collecting and handling infected/soiled linen.
  - (h) Abiding by the bio-medical waste management rules, wherever applicable.
- (iv) **Manpower**
- (a) **Adequacy and training:** The Bidder shall employ and maintain during the term of the Contract (defined hereafter), adequate number of well trained and medically fit staff required in connection with the provision of the Services. The Bidder will provide uniforms, aprons and other protective gear to ensure proper protection to all its personnel engaged in the provision of the Services. All personnel involved in collection, transportation, sorting and washing of soiled linen should be consistently and appropriately trained at frequent intervals especially for the use of appropriate personal protective equipment (PPE), and be supervised to assure compliance with protective procedures.
  - (b) **Wages and insurance:** The Bidder shall comply with the laws applicable regarding working hours, minimum wages, safety, cleanliness, leave, over time allowances, provident fund, retrenchment benefit, medical benefit like ESI etc. for the personnel engaged by it for providing the Services. If on account of non-compliance with the provisions of any such laws, the Hospital is called upon to make any payment to or in respect of its personnel, the Bidder shall fully reimburse to the Hospital all such payments and the Hospital shall be free to make deductions on this account from the amount of security deposit or from the dues which may be payable by the Hospital to the Bidder. In case of any deduction from the security deposit as aforesaid, the Bidder shall immediately pay to the Hospital such amount as may be necessary to make up the required security deposit. The Bidder will sign an indemnity bond in favour of the Hospital to this effect.
  - (c) **Insurance of employees:** The Bidder shall be responsible for insurance of the personnel engaged by it for the provision of the Services.
- (v) **Washing Chemicals/Detergents and Washing Procedure**  
The Bidder shall be responsible for procurement of all the detergents/washing chemicals and other consumables for the provision of the Services and the Bidder shall provide the Services as per Good Industry Practice.
- (vi) **Cleanliness**

It shall be the responsibility of the Bidder to employ adequate number of cleaners/sweepers and provide them with adequate and necessary equipments/materials for keeping the premises where the Services will be provided clean and in a sanitary condition. Anti- rodent and pest control measures will also be strictly followed and it will be the responsibility of the Bidder to ensure that premises are free of these.

#### **EQUIPMENT, SPACE AND ACCOMODATION**

(i) **Equipment and maintenance**

The Bidder has the option to either solely use the equipment installed at the Hospital premises or use its own equipment along with the equipment installed at the Hospital premises, to provide the Services.

A list of the equipment installed at the Hospital premises that will be available for use to the Bidder are provided in Annexure B. The Hospital shall not be responsible to provide any other additional equipment apart from the equipment already installed at the Hospital and the Bidder shall be responsible to procure and maintain any additional equipment that it may require for providing the Services.

All the machinery and equipment installed in the Hospital premises are within warranty period upto August, 2016. Any damage/maintenance not covered under warranty will be the responsibility of the Bidder.

(ii) **Space and accommodation requirement**

(a) The Hospital will provide space and accommodation to the Bidder within the Hospital's premises for its operations and to provide the Services. The Bidder will also have the option to use any other space/plant/factory outside the Hospital's premises to provide the Services.

(b) The space and accommodation will be available to the Bidder during the term of the Contract (defined hereafter).

(c) The Hospital will not charge any rent for the space, accommodation and equipment provided to the Bidder to provide the Services.

(d) The space, accommodation and equipment provided to the Bidder should only be used for providing the Services and under no circumstances, the Bidder shall use these for any other purpose.

(e) Ensuring the general safety and fire safety of the space and accommodation provided by the Hospital shall be the responsibility of the Bidder.

(iii) **Electricity, Water Supply, Steam and Diesel used in Boiler**

(a) The electricity charges will be borne on monthly basis as per rates fixed by the UHBVN, Gohana by the bidder.

(b) The Hospital will provide space with water supply to the Bidder.

(c) The diesel to be used in the boilers will be arranged by the Bidder.

#### **PREREQUISITE ELIGIBILITY CRITERIA FOR QUALIFICATION**

(i) **Authenticity and Operational Capability**

(a) The Bidder should have been in the business in providing services similar to the Services to Government Hospital, Public Sector Undertaking or private sector having capacity to wash at least One tons of laundry every day, for which the quotation / tender are submitted. The Bidder should give a declaration to this effect on a non-

judicial stamp paper. The Bidder should also submit list of organization(s) where it is/has been providing its service in the last 3 (three) years. The Bidder is required to submit performance report(s) from such organization(s) where it has been providing such services.

- (b) In case of the Bidder being a joint venture company or partnership, any of the members of such joint venture company or partnership may fulfil the pre-requisite criterion. In such event, documents mentioned in (a) above of the member that fulfils the prerequisite eligibility criteria need to be submitted.
- (c) The Bidder should give a certificate that it or in case of the Bidder being a joint venture company or partnership, the firm/company or any member of the firm/company providing similar type of services with same or some/one of the members of the joint venture firm/company has not been black listed in the past 2 (two) years by any government or private institution.
- (d) The Bidder should give an affidavit on a non-judicial paper that there is no vigilance/CBI/police case pending against the Bidder and in case of the Bidder being a joint venture company or partnership, against the firm/ company or any member of the firm/company or any other firm/company providing similar type of services with same or some/one of the members of the joint venture firm/company being same as of the tendering firm.

(ii) **Financial Capability**

- a. Vendor should submit statement of financial standing from an authorized bank. The name of the bank/firm along with full address should be furnished.
  - b. In case of the Bidder being a joint venture company or partnership, statement of financial standing from any of the member of such joint venture company or partnership shall be acceptable.
  - c. If the tenderer give a false statement on any of the above information, the firm/supplier will not be considered and their quotation/they shall be deemed to be rejected and security deposit will stand forfeited.
  - d. Copy of PAN card issued by the Income Tax Department and copy of income Tax Return for the financial year 2011-12 & 2012-13, Assessment year 2012-13 & 2013-14.
  - e. Annual turnover of last financial year 2013-14 duly certified by the Statutory Auditors.
  - f. Name and address of the bankers with satisfactory bankers report regarding tenders "financial capability for doing business worth Rs.25 Lakh or above in a year.
1. Each tender should be accompanied by **Earnest Money deposit of Rs. 1,00,000/- (One Lakh only)** in form of DD/FDR from any nationalized bank (valid for the period of contract from the date of opening of tender) or by way of demand draft in favour of the Director, BPS Govt. Medical College Khanpur Kalan (Sonapat) payable at Gohana. Tenders not accompanied by EMD & hand written quotations will be summarily rejected .
  2. Conditional tenders will be summarily rejected.

(i) **Submission of Bid**

For providing the Services, the Bidder who is selected shall be paid a price on the basis of the per kilogram of linen collected from the Hospital. Accordingly, the Bidders are required to quote a per/kg price for the Services, including the following services:

- (a) Purchasing and maintaining at all times 6 (six) times the complete linen requirements of the Hospital.
- (b) Washing and ironing the linen in the Hospital premises.

- (c) Maintaining, managing and distributing the required linen for the Hospital.

The per/kg price quoted by the Bidder will be exclusive of all taxes that may be applicable on the provision of the Services, including service tax, etc.

All quotations/bids must be enclosed in a properly sealed envelope addressed to the Director, B P S Government Medical College for Women, Khanpur Kalan (Sonapat) by designation and not by name. The quotation must be superscribed "**Quotations against Tender Notice No. 08/H/laundry Services/14-15 due on 25/11/2014 (3:00p.m.) (as called for in tender notice)**".

The quotations must reach the office of Director, BPS, Govt. Medical College for Women, Khanpur Kalan (Sonapat) before the last date and time mentioned in the tender notice.

(ii) **Earnest Money Deposit**

The bid submitted by each Bidder should be accompanied by an earnest money deposit of Rs. 1,00,000/- (Indian Rupees One lakh only) in form of DD/FDR from any nationalized bank (valid for the period of Contract (defined hereafter) from the date of opening of tender) or by way of demand draft in favour of the Director, BPS Govt. Medical College Khanpur Kalan (Sonapat) payable at Gohana. A bid not accompanied by the above mentioned earnest money deposit shall be rejected.

(iii) **Evaluation of Bid/Award of Tender**

- (a) The Bidder whose bid has been determined by the Hospital to be substantially responsive bid to the tender and lowest as regards the price quoted for the Services and which Bidder is determined to the full satisfaction of the Hospital to be qualified, capable and financially sound to perform the Contract (defined hereafter) satisfactorily in all respects shall be awarded the tender and will be issued a letter of intent by the Hospital.
- (b) Notwithstanding anything to the contrary, the Hospital reserves the right to select any bid and award the Contract (defined hereafter) to any Bidder irrespective of its bid being the lowest or the lowest evaluated. The Bidders hereby waive their rights to make any claim or file any proceedings against the Hospital challenging such decision. The Hospital's decision shall be final and shall be binding on all the Bidders.
- (c) The Selected Bidder will be required to furnish as performance security under the Contract (defined hereafter) an amount of Rs. 5% of the tendered contract agreement or minimum of 5 Lakhs whichever is more within 15 (fifteen) days of issue of letter of intent in addition to other deposits mentioned elsewhere in the Contract (defined hereafter) for his proper performance of the Contract (defined hereafter). The performance security shall be maintained during the term of the Contract (defined hereafter) between the Hospital and the Selected Bidder and a period of 60 (sixty) days post the termination or expiry of such Contract (defined hereafter). The performance security can be in the form of government securities or fixed deposit receipts or irrevocable performance guarantee from any scheduled bank or the State Bank of India. In case a fixed deposit receipt of any bank is furnished by the Selected Bidder to the Hospital as a part of the performance security and the bank is unable to make payment against the said fixed deposit receipt, the Bidder shall forthwith on demand furnish additional security to the Hospital to make good the deficit. In case of failure by the Selected Bidder to furnish such additional security within the specified period, the Hospital shall have a right to terminate the Contract. Where the performance security is provided in the form of bank guarantee for a period of 1 (one) year, the bank guarantee shall be renewed every year and shall be maintained during the term of the Contract (defined

hereafter) between the Hospital and the Selected Bidder and a period of 60 (sixty) days post the termination or expiry of such Contract (defined hereafter).

- (d) The Selected Bidder shall execute an agreement with the Hospital laying down the terms and conditions for provision of the Services in accordance with the 'General Terms and Conditions' of this tender document within 15 days from the date of the issue of the letter of intent by the Hospital.
  - (e) The Hospital reserves the right to cancel the letter of intent in case the Selected Bidder does not sign the Contract and/or other documents and/or does not provide the Hospital with the performance security within the stipulated time or within any extended period declared by the Hospital and/or any other non-compliance with the terms of this tender document. Upon such cancellation, the Hospital may decide to select another Bidder for the performance of the Services who shall, after communication to it of such selection, be regarded as the Selected Bidder.
- (iv) **General Instructions to Bidders**
- (a) Bidders are requested to study the terms and conditions of the tender document carefully and then submit tenders accordingly. They may, if necessary, visit the Hospital to examine the equipment and space and accommodation to be made available by the Hospital.
  - (b) Bidder shall ensure submission of complete information/documents at the first instance itself. The Hospital reserves the right to complete the evaluation based on the details furnished by the Bidders without seeking any subsequent additional information. Bids not in compliance with tender conditions or with incomplete information/documents are liable for rejection.
  - (c) Bids/tenders not accompanied by earnest money deposit and hand written quotations will be summarily rejected.
  - (d) Issuance of tender or submission of tender by itself shall not make the bidder eligible for selection.
  - (e) If the Bidder gives a false statement on any of the information/documents required to be submitted by it, the Bidder will not be considered for the tender and its quotation/it shall be deemed to be rejected and earnest money deposit will stand forfeited.
  - (f) The bid/tender form submitted by the Bidder and all correspondence between the Hospital and the Bidder and documents relating to the bid/tender form shall be in the English language.
  - (g) The bid price shall be quoted in Indian Rupees only.
  - (h) The individual signing the quotation form/bid or any document forming part of the Contract on behalf of the Bidder/Selected Bidder, shall be responsible to produce a proper power of attorney duly executed in his/her favour stating that he has authority to bind the Bidder in all matters pertaining to the Contract, including the arbitration clauses. If subsequently, the person so signing fails to provide the said power of attorney within a reasonable time, the Hospital may, without prejudice to other civil and criminal remedies reject the bid, cancel the Contract and hold the

signatory liable to all cost and damages. In case of registered or unregistered partnership firm, all the partners should sign the quotation form/bid and the Contract. In case of any person signing the Contract on behalf of limited company or firm, he/she shall produce a letter of authority/resolution passed by the company/firm empowering him/her to sign the quotation form/bid and the Contract on behalf of the company or firm.

#### **GENERAL TERMS & CONDITIONS**

- (i) The Selected Bidder shall provide the Services to the Hospital for a period of two years at the price quoted by it and extendable for another two years subject to the satisfactory performance of the Services.
- (ii) The Financial Bids of only those firms shall be opened who qualify in Technical Bid.
- (iii) The Selected Bidder shall be allowed to increase the price for the Services by an inflation of 10% (ten percent) per year **after the completion of two year of award the contract.**
- (iv) The Hospital shall have the right to demand and be supplied with a sample of any washing chemical or detergent for inspection and analysis and if required, to be sent for testing by an approved laboratory.
- (v) The designated officials of the Hospital will have the right to inspect the premises where the Services are being provided, process of laundry being carried out and finished product after giving a prior written notice to the Selected Bidder and the Selected Bidder will cooperate with the Hospital officials.
- (vi) The designated officials of the Hospital will have the right to enter the premises made available by the Hospital for providing the Services in order to inspect.
- (vii) The Hospital shall not remove any of the linen, carts and any other goods supplied to it by the Selected Bidder as per the terms of the Contract. The Selected Bidder shall have access to the Hospital premises to check all of the linen, carts and such other goods in the possession of the Hospital at any time, provided such access shall not interfere with the Hospital's operations. The Hospital shall at all times protect and defend, at its own cost and expense, the ownership of the Selected Bidder of the linen, carts and other goods provided by the Selected Bidder against all claims, liens and legal processes of creditors of the Hospital and other persons.
- (viii) The Hospital shall not be held responsible for any loss or damage for any reasons whatsoever caused to the linen up to 10% (Ten percent) of the linen provided by the Selected Bidder and actually used in the Hospital for each year during the term of the Contract. The Hospital shall indemnify the Selected Bidder and make good any loss or damage for any reason whatsoever caused to the linen exceeding 10% (percent) of the linen provided by the Selected Bidder and actually used in the Hospital for each year during the term of the Contract.
- (ix) The Selected Bidder shall sort out and identify linen which is beyond repair and replace such torn/soiled linen with fresh linen.
- (x) The Selected Bidder shall raise and submit bills for the Services to the Hospital after the expiry of each calendar month, showing the amount of charges/fees for such month based on actual work done during such month. All amounts due and payable by the Hospital to the Selected Bidder for the Services provided in the previous month shall be paid by the Hospital within 10 (ten) days from the date of submission of the monthly bills by the Selected Bidder to the Hospital.
- (xi) Any person who is in government service anywhere or an employee of the Hospital should not be made a partner/party to the Contract by the Selected Bidder, directly or indirectly, in any manner whatsoever.



- (xii) The Selected Bidder shall indemnify the Hospital against any loss or damage caused to the Hospital on account of the negligence of the Selected Bidder or its employees or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or in performance of the Services and against all claims and demands thereof. However, the Selected Bidder shall not be liable to indemnify the Hospital against any loss or damage caused due to the fault of the Hospital or its own employees.
- (xiii) If any information furnished by the Selected Bidder is found to be incorrect at any time, the Contract is liable to be terminated without any notice and the performance security is liable to be forfeited by the Hospital.
- (xiv) The personnel engaged by the Selected Bidder shall at all times and for all purposes be the employees of the Selected Bidder and on no account such personnel so appointed and recruited by the Selected Bidder will have any claim for appointment, continuous recruitment or regularization etc. against the Hospital.
- (xv) The Selected Bidder shall comply with the applicable labour laws and the Hospital shall not be responsible for any litigation/default of the Selected Bidder and the Selected Bidder shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the provisions of the applicable labour laws.
- (xvi) In every case in which by virtue of the Workman's Compensation Act, 1923, the Government of India or the Hospital is obliged to pay compensation to any person employed by the Selected Bidder for the Services, the Government of India or the Hospital will be entitled to recover from the Selected Bidder the amount of compensation so paid.
- (xvii) The Selected Bidder will verify the antecedents of all employees working, by police verification and will keep attendance and other relevant records at its cost and will produce these on demand of any authority.
- (xviii) If the Selected Bidder is required to obtain a license under the Contract Labour (Regulation and Abolition) Act, 1970, then it shall obtain such license and also submit a copy of such duly attested license to the Hospital prior to furnishing the tender/Contract. If such license is required, no payments would be released till such license is submitted to the Hospital.
- (xix) In case any person engaged by the Selected Bidder is found to be inefficient, quarrelsome, infirm, invalid or found indulging in unlawful or union activities, the Selected Bidder will have to replace such person with a suitable substitute at the direction of the Hospital.
- (xx) The Hospital shall not provide any sort of accommodation to the staff or person deployed by the Selected Bidder and no cooking/lodging will be allowed in the premises of the Hospital at any time.
- (xxi) The Services shall be provided for the whole Hospital (main hospital and centres including IPD, OPD, different diagnostic blocks, emergency services, maternity services, minor and major OT's, administrative block etc.) or as per the directions of Hospital authorities from time to time.
- (xxii) The provision of appropriate manpower, material supplies, required for performing the Services shall be borne by the Selected Bidder.
- (xxiii) The complete job of collecting dirty linen from earmarked place/places to supply of cleaned linen to earmarked place/places of the Hospital shall be carried out by the Selected Bidder (i.e. sluicing, washing, hydro-extraction, drying, repairing of the linens, ironing/calendaring, storing and issue or distribution of cleaned linen).
- (xxiv) A schedule for collection and delivery of linen will be provided by the Selected Bidder to the Hospital in advance.
- (xxv) Every employee engaged by the Selected Bidder shall wear the prescribed neat and clean uniform according to season affixing thereon a badge mentioning on the same, the name and designation of the worker, provided by the Selected Bidder at his own cost.
- (xxvi) The Selected Bidder shall not engage any person below the age of 18 (eighteen) years.

- (xxvii) If any complaint of misbehaviour and misconduct of the employees engaged by the Selected Bidder comes into the knowledge of the Hospital then all such responsibility shall be of the Selected Bidder and the Selected Bidder shall be responsible to make good any loss owing to negligence or mishandling by its employees.
- (xxviii) The Selected Bidder shall not, at any stage, cause or permit any sort of nuisance in the premises of the Hospital or do anything which may cause unnecessary disturbance or inconvenience to other people working there as well as to the general public in the Hospital premises and near to it.
- (xxix) The Selected Bidder shall not sub-contract, sub-let or transfer the main activities/obligations in connection with the Services to any other agency/person in any manner but the Selected Bidder shall be permitted to enter into sub-contracts for any incidental activities/services in connection with the Services.
- (xxx) The Selected Bidder shall, for providing proper and hygienic Services, ensure that:
  - (a) Its employees do not smoke at the place of work.
  - (b) The Services are performed diligently as per Good Industry Practice.
  - (c) The salary wages shall be distributed in full as per Minimum Wages Act, 1948, if applicable.
- (xxxi) The Hospital will deduct income tax at source under Section 194-C of the Income Tax Act, 1961 from the payments to be made to the Selected Bidder @ 2% or any other appropriate amount as applicable on such sum under the Income Tax Act, 1961.
- (xxxii) The Hospital shall be liable to pay the service tax, if any, on the Services performed by the Selected Bidder and the amount of service tax shall not be deducted from the monthly payments to be made by the Hospital to the Selected Bidder for the Services provided to the Hospital.
- (xxxiii) In case the Selected Bidder fails to provide the Services after signing the Contract or leaves the job before completion of the term of the Contract at their own accord, the Hospital shall have the right to forfeit the performance security money provided by the Selected Bidder.
- (xxxiv) **Termination and Consequences of Termination**
  - (a) The Contract shall be terminated if either the Hospital or the Selected Bidder commits a material breach of the terms of the Contract and the breaching party fails to remedy that breach within 60 (sixty) days after receiving written notice from the non-breaching party.
  - (b) Without prejudice to the other rights or remedies, the Hospital and the Selected Bidder shall have a right to terminate the Contract by serving a written notice upon the other party if the other party becomes insolvent or an order is made or a resolution passed for the liquidation, administration, winding-up, bankruptcy or dissolution of the other party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer is appointed over all or any substantial part of the assets of the other party or the other party enters into or proposes any composition or arrangement with its creditors generally or if the other party has a winding up petition filed against it which is admitted or if any interim relief has been granted against the other party by the court in such winding up petition.
  - (c) Without prejudice to the aforesaid, the Selected Bidder shall have the right to suspend the provision of Services with immediate effect and without any notice to the Hospital if the Hospital fails to pay the money due and payable for the Services provided to the Hospital within 10 (ten) days from the date of submission of the monthly bills by the Selected Bidder to the Hospital.

- (d) In case of material breach of obligations under the Contract by the Selected Bidder and failure to remedy such breach within 60 (sixty) days after receiving written notice from the Hospital, the Hospital reserves the right to withhold the payment, get the work done from open market or through other agencies and black list the Selected Bidder in the Hospital for a period of 2 (two) years from participating in such type of tender and his performance security may also be forfeited.
- (e) On the expiry or earlier termination of the Contract, the premises/space provided by the Hospital to the Selected Bidder shall be vacated peacefully by the Selected Bidder and handed over to the Hospital on an 'as is where is basis' as on the date of such expiry or earlier termination.
- (f) On the expiry or earlier termination of the Contract, the Selected Bidder will hand over the equipment and machines installed at the Hospital and provided by the Hospital to the Selected Bidder in the condition as on the date of such expiry or earlier termination. If the Selected Bidder fails to deliver the equipment and machines to the Hospital as aforesaid, it shall be liable to pay the damages incurred due to any lapse on its part and the amount of the damages of equipment will be deducted from the amount of performance security.
- (g) In case of termination of the Contract by the Selected Bidder in accordance with (a), (b) and (c) or a termination of the Contract by the Hospital for any reason other than (a) & (b) above, the Hospital and the Selected Bidder agree that as a reasonable, genuine and fair pre-estimate of damages that the Selected bidder would suffer and not as a penalty.

(xxxv) **Penalty**

- (a) In case the Selected Bidder fails to commence the Services as stipulated in the Contract or there is a material breach of any terms and conditions of the Contract and there is failure to commence the Services or remedy such breach by the Selected Bidder within 60 (sixty) days after receiving written notice from the Hospital, the Hospital reserves the right to impose a penalty to the extent of Rs. 10,000/- (Indian Rupees ten thousand only) upon the Selected Bidder.
- (b) Some of the instances in which penalty would be imposed are enumerated below. (but these are not exhaustive and penalty may be imposed for any material violation/breach or contravention of any of the terms and conditions as well as assigned duties and responsibilities).
  1. If the employees engaged by the Selected Bidder are not found in proper uniform and displaying their badge/photo identity card.
  2. If the employees engaged by the Selected Bidder are found indulging in smoking/drinking/sleeping during duty hours.
  3. If the behaviour of the employees engaged by the Selected Bidder is found discourteous to anyone in the Hospital, including the Hospital's staff or patients.
  4. If any employee engaged by the Selected Bidder is found performing duty by submitting a fake name and address.
  5. If the washing procedure is not followed as per terms and conditions of the tender document.

(xxxvi) **Governing Law and Dispute Resolution**

- (a) This tender and the Contract shall be governed by the laws of India and subject to (b) below shall be subject to the exclusive jurisdiction of the courts in Sonapat, Haryana.
- (b) Any dispute arising out of or in connection with the interpretation of any clause and terms and condition of the Contract shall at the first instance be resolved through joint discussion of the authorized representatives of the Hospital and the Selected Bidder. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 (thirty) days, then the matter will be referred to the DGMR, Haryana Panchkula and finally resolved by arbitration by a sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the arbitration will be Panchkula, Haryana and

the decision of the arbitrator shall be final and binding on the Hospital and the Selected Bidder.

**Annexure A**

The table below provides an indicative list of the items that the Hospital requires.

<b>Sr. no.</b>	<b>Item Description</b>
1	Bed Sheet
2	Draw Sheet
3	Pillow Cower
4	Hand Towel
5	Bath Towel
6	Coloured Bed sheet
7	Sponge towel
8	Eye sheet
9	Uniform
10	Surgical gown
11	Green long sheet
12	Green long cut sheet
13	Green medium sheet
14	Green medium cut sheet
15	Green small sheet
16	Green DL wrapper (L)
17	Green DL wrapper (M)
18	Green legging
19	Blue sheet
20	Blue cut sheet
21	Blue DL wrapper
22	Baby sheet
23	Bably blanket
24	Pt Kurta
25	Pt Payajama
26	Dr. Scrub Kurta
27	Dr Payajama
28	OT Boys pajamas
29	OT Boys Shirt
30	Nurse shirt
31	Nurse Pant
32	Tech scrub kurta
33	Tech scrub payajama
34	Maternity gown
35	Visitor gown (green)
36	Dr. Gown Blue
37	Blanket
38	Curtain
39	Pillow
40	Staff Uniforms

**Annexure B**  
**List of Machinery & Equipment installed in Hospital.**

<b>Sr. No.</b>	<b>Description of items</b>	<b>Unit</b>	<b>Qty.</b>
1	<b>Industrial Drying Tumbler</b> Front Loading, Open Pocket, Steam Heated, 50 kg Capacity	No.	2
2	<b>Flat Work Drying Ironer</b> 1 roll, Heated chest type, front feed, rear return, steam heated	No.	2
3	<b>Washroom Trolley</b> SS 50 kg Capacity, Overall size 1000x600x780 ht.	No.	8
4	<b>Dry Linen Trolley</b> SS 50 kg Capacity, overall size 1100x600x1500 ht.	No.	10
5	<b>Shelf Trolley</b> SS 100 kg Capacity, overall size 1200x600x1700 ht.	No.	6
6	<b>Mobile Table</b> SS Top size : 1150x750	NO.	4
7	<b>Vaccum Finishing table</b> 1200x750, Electric steam Iron, Teflon shoe, aluminium armoured & spring loaded condensate separator	No.	4
8	<b>Industrial washer Extractor</b> 50 kg capacity, high spin, suspended, computer controlled, steam heated	No.	3
9	<b>Air Compressor</b> 5 HP Single stage with 200 ltrs tank	No.	1
10	<b>Steam Boiler</b> 1000 kg capacity with water softener	No.	2
11	Slouching machine for commercial use 15 kg capacity.	NO.	1
12	Sewing Machine for commercial use	No.	2