

T. No. 1-16/H/Laundry/06-07

Date of Submission: 31.01.07 (upto 4:30 p.m.)

Date of Opening: 01.02.07 (at 11:00 a.m.)

DOCUMENT  
Stating  
TERMS & CONDITIONS  
For

**OUTSOURCING OF LAUNDRY SERVICES AT  
AIIMS HOSPITAL , NEW DELHI**

**NOTICE INVITING**  
**Expression of interest (Eoi) for**  
**Selection of service agencies to implement and manage**  
**Laundry Services at AIIMS hospital , New Delhi**

The Expression of Interest (EOI) Performa is available free of cost at the AIIMS website ([www.aiims.ac.in](http://www.aiims.ac.in)). Filled-in completed performa along with all supportive documents should be send in a sealed envelope to the Store Officer, Hospital Store section by 3.00 P.M. on date --- --- ---. Vendors, who submit EOI, will be informed and will be called for Pre-Bid Conference. Vendor will also be required to make a presentation on the informed date and time. The firm may come up with suggestion with regard to terms & conditions and format for giving financial bids. Based on documents given & presentation made, firm will be shortlisted. The shortlisted firm will be given final tender document alongwith format for financial bid to participate in tender process. The firm will be asked for all documents (not submitted earlier) & EMD.

**INTRODUCTION**

All India Institute of Medical Sciences is the apex tertiary care superspeciality hospital . Hospital is having patient care services in the form of Out Patient Departments, Indoor Services, Operation Theatres, various Diagnostic & Laboratory Services. Within the hospital set up, AIIMS is having superspeciality centers e.g. Dr R.P. Centre of Ophthalmic Sciences, CT&NS Centre, Dr. B.R. IRCH & upcoming Dental Centre & JPN Apex Trauma Centre. AIIMS is having capacity of admission of more than 2000 patients in the entire hospital.

**IMPORTANCE**

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.

**REQUIREMENTS**

AIIMS hospital has the requirement to launder/dry-clean the hospital linen, which comprises of big/small linen items both white & coloured, blankets, plastic curtains/tapestry etc. The laundry is to be operated on all days in one or more shifts depending on workload. The washed linen will be delivered within 24 hours of receipt for processing.

## **WORKLOAD**

The quantity of linen items to be washed at present is approximately 15,000 pieces per day. This quantity is likely to increase with the addition of new centers /patient care facilities.

## **RESPONSIBILITY**

### **(i) Processes to be undertaken**

1. Collection and transport of dirty linen: Vendor will be responsible for collection of dirty linen from the different user areas and transport the same to laundry complex.
2. Sorting, processing of used linen with standard laundering processes including repairing (if required), finishing & packing. Transportation & delivery of washed clothes in a covered trolley to the user area daily.
3. Vendor will identify torn linen at the time of collection, process & wash them. Only torn linen will be replaced by the institute.
4. The vendor will be responsible for safe disposal of left chemicals & other washing materials and other garbage produced in laundry, as per the norms of the NDMC.
5. Separate carts for transport & storage of dirty & washed linen will be used. The hampers or carts to transport soiled textiles should be appropriately cleaned after every use & should be kept away from those to be used in transporting clean textiles.
6. The contractor will process linen as per approved washing procedure and approved washing formulae.
7. Standard universal precautions to be followed while collecting & handling infected/soiled linen.
8. Bio-Medical Waste management rules, wherever applicable will be followed by the vendor .

### **(ii) Manpower**

- a) **Adequacy & training:** The vendor shall employ adequate number of well trained staff. Firm will provide uniforms, aprons and other protective gear to ensure proper protection to all workers. All workers will be immunized by the firm before employment & during the course of employment as & when needed. All personnel involved in collection, transport, sorting, and washing of soiled textiles should be consistently & appropriately trained at frequent intervals specially for the use of , appropriate personal protective equipment (PPE), and be supervised to assure compliance with protective procedures.

- b) **Medical examination of staff:** The vendor shall employ only those persons in the laundry who are found to be medically fit. Hospital reserves its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the AIIMS on medical examination of such employees, shall be borne and paid by the vendor.
- c) **Wages to employees and Insurance:** The vendor shall comply with the laws applicable to employees working in the laundry regarding working hours, minimum wages, safety, cleanliness, leave, over time allowances, provident fund, retrenchment benefit, medical benefit like ESI etc. If on account of non-compliance with the provisions of any such laws, AIIMS is called upon to make any payment to or in respect of his employees, the vendor shall fully reimburse to Institute all such payment and Institute shall be free to make deductions on this account from the amount of Security Deposit, in which case, the vendor shall immediately pay to the Institute such amount as may be necessary to make up the required security Deposit, or from the dues which may be payable to Institute to the vendor. The vendor will sign an Indemnity Bond in favor of AIIMS, to this effect.

### **(iii) Equipments and maintenance**

All machines provided by AIIMS will be maintained before expiry of warranty period by the vendor by coordinating with the supplier. For the purpose of maintenance of laundry machines which will be provided to the firm by the institute, the vendor should enter in agreement with the OEM.(original equipment manufacturer). In addition to machines, Trolleys for carrying the linen to be provided to the firm by the institute, the maintenance of which will be responsibility of the firm.

Institute authorities will provide administrative support during this period. After expiry of warranty period, preventive in-house maintenance will be the responsibility of the vendor. The vendor will also be responsible for maintaining the laundry equipment in working condition through out the contract period. The vendor shall not damage the said premises and the equipments provided to them by the Institute or allow the above mentioned to be damaged. In case of damage to any equipments / machinery provided by AIIMS, the vendor shall be responsible for repair / replacement.

### **(iv) Washing Chemicals/Detergents**

The vendor shall be responsible for procurement of all the detergents/washing chemicals of the specification as per approved washing formula.(only from laboratory tested reputed firms and ISI marked where ever possible). The institute authorities can make surprise check to verify that the items used are as per approved formula and right quantity of these are being used.

**(v) Cleanliness**

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

**(vi) Security and safety**

The AIIMS Hospital shall not be held responsible for any loss or damage due to any reasons whatsoever to any type of inventory, that may be kept in the said Laundry store by the vendor. The premises provided to the vendor should only be used for the purpose as mentioned in the contract (i.e. Laundry services for AIIMS only). Under no circumstances, the premises are to be used for any other purpose, than what has been mentioned in the contract. The general safety & ensuring fire safety of the premises is the responsibility of the contractor.

**COMMITMENTS BY THE HOSPITAL**

**(i) Space and accommodation requirement**

Place and accommodation for the Laundry will be provided by the AIIMS to the vendor for a specified period of contract. At the time of termination of the contract, the vendor will have the liberty to either, remove all his materials, or to, hand over to the next vendor. On the expiry or earlier termination of this Agreement, the said laundry shall be vacated peacefully by the vendor and handed over to the AIIMS in the condition they had received. In case during the period of contract, the vendor decides to terminate the contract, a notice for a period of not less than four months must be given to the AIIMS Administration.

**(ii) Electricity, Steam and water supply:**

These will be provided by the institute for operations of laundry machines, general lighting & ventilation in the premises. The firm will however use these judiciously and will ensure that there is no wastage. If this is observed than punitive action will be initiated.

**(iii) Condemnation & Replacement of torn linen**

Condemnation of torn/useless linen will be done by the institute and replacement with new linen will be done by the institute. The vendor will sort out linen (after collection) which is beyond repair. This list will be verified by AIIMS representative & this cloth will be sluiced/washed & handed over to AIIMS representative on daily basis. Equal no. of fresh linen pieces will be issued daily to make up for this torn linen.

## **TERMS OF PAYMENT**

The monthly bills will be raised by the vendor, based on actual work done during the said month after satisfactory verification by the designated officials and same shall be payable by AIIMS.

## **SUPERVISION & QUALITY CONTROL**

- A. AIIMS management shall have the right to terminate the contract of the services rendered by the vendor, which are not of the requisite standard.
- B. Management shall demand and be supplied with a sample of any washing chemical or detergent for inspection and analysis & if required to be sent for testing by the approved laboratory.
- C. AIIMS authorities will have unfettered right to inspect the premise, process of laundry, finished product at anytime and the vendor will cooperate with the authorities.
- D. Designated officials of AIIMS will have unfettered right to enter the Laundry premise at any time in order to inspect and execute, any Structural additions and alterations or repairs to the said laundry premises, repairs to electric, water and sanitary installations, which may be found necessary from time to time. The time and date for this purpose will be fixed with the mutual convenience of both the parties, as far as possible. However if this is not possible in any exigency, AIIMS authorities may allow entry of other designated officials for the above purpose.

## **PREREQUISITE CRITERIA FOR QUALIFICATION**

1. **Location:** Agency should be preferably based in NCT of Delhi. In case of outside agencies, they must have their registered branch office in Delhi. (Documentary proof required).
2. **Authenticity & Operational Capability:**
  - a) The tenderer should have been in business in govt. hospital/ /PSU or private sector with more than 500 beds for a period of at least for 3 years in laundry service for which the quotation / tender are submitted. The vendor on a non-judicial stamp paper should give a declaration to the effect. The firm should also submit list of organization where it is running its service in the last three years. The vendor is required to submit performance report from such organization where it has been providing services in laundry.

- b) Surprise/Scheduled visit to the premises where it is running the laundry services, by the representatives of the institute shall be made to verify vendor capacity and standing.
- c) The Vendor will give a certificate that the firm or any other firm with similar type of operation with same or some/one of the proprietors being same as of the tendering firm, has not been black listed in the past 3 yrs. by any Government/ private institution.
- d) The vendor has to give an affidavit on a Non –judicial paper that there is no vigilance / CBI case pending against the firm/ supplier/ or any other firm with similar type of operation with same or some/one of the proprietors being same as of the tendering firm.

### **3. 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. If the tenderer give a false statement on any of the above information, the firm / supplier will not be considered and their quotation / there shall be deemed to be rejected and security deposit will stand forfeited.
4. Each tender should be accompanied by earnest money deposit of Rs 2 lacs, in form of B/G 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, AIIMS. **TENDERS NOT ACCOMPANIED BY EMD & HAND WRITTEN QUOTATIONS WILL BE SUMMARILY REJECTED.**

**Conditional tenders will be summarily rejected.**

### **PERFORMANCE GAURANTEE:**

The finally selected Bidder(s) will be required to furnish an irrevocable Contract Performance Guarantee (P.G.) of 5% of the tendered contract agreement within 15 days of issue of letter of intent in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement. The guarantee shall be in the form of Government Securities or fixed deposit receipts or Guarantee bonds of any Scheduled Bank or the State Bank of India. In case a fixed deposit receipt of any bank is furnished by the contractor to the Government as a part of the performance guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor shall forthwith on demand furnish additional security to the AIIMS to make good the deficit. In case of failure by the contractor to furnish the performance guarantee with in the specified period, AIIMS shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely.

The performance guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance guarantee extended to cover such enlarged time for completion of work. The performance guarantee shall be returned to the contractor without any interest after completion of work.

In the event of the contract being determined or rescinded under provision of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director, AIIMS.

## **GENERAL TERMS & CONDITIONS**

- 1) The 1<sup>st</sup> party (AIIMS) reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such eventuality 1<sup>st</sup> party further reserves to get the work done from open market or through other agencies. 2<sup>nd</sup> party (contractor) will also be black listed in the institute for a period of 2 years from participating in such type of tender and his earnest money/security deposit may also be forfeited.
- 2) Any person who is in Govt. Service anywhere or an employee of the institute should not be made a partner to the contract by the 2<sup>nd</sup> party directly or indirectly in any manner whatsoever.
- 3) The contractor shall indemnify the 1<sup>st</sup> party (institute) against all other damages/charges and expenses for which the institute may be held liable or pay on account of the negligence of the 2<sup>nd</sup> party or his servants 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 any person or in executing the work or otherwise and against all claims and demands thereof.
- 4) If any information furnished by 2<sup>nd</sup> party is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited by the Principal Employer.
- 5) The individual signing the quotation form or any document forming part of the contract on behalf of 2<sup>nd</sup> party, shall be responsible to produce a proper power of attorney duly executive in his favour stating that he has authority to bind other such person of the firm as the case may be 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 institute may, without prejudice to other civil and criminal remedies 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 quotations. In case of any person signing the agreement on behalf of limited company or firm, he/she will produce a letter of authority/resolution passed by the company empowering him/her to sign the agreement on behalf of the company or firm.
- 6) The workers whose services are provided by the 2<sup>nd</sup> party, shall at least all times and for all purposes be the employees of the 2<sup>nd</sup> party and on no account personnel so appointed and recruited by the 2<sup>nd</sup> party will have any claim for appointment, continuous recruitment or regularisation etc. against this Institute (1<sup>st</sup> party).

- 7) The 2<sup>nd</sup> party shall comply with the labour laws applicable and this Institute shall not be responsible for any litigation/default from agency side.
- 8) In every case in which by virtue of the workman's Compensation Act, the Government of India/institute is obliged to pay compensation to such person employed by the 2<sup>nd</sup> party in execution of the work, the Government of India/institute will be entitled to recover from the contractor the amount of compensation so paid.
- 9) The firm 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. The list containing the names/addresses of the personnel appointed by the agency shall be made available to the Institute authorities with their bio-data within 15 days from the date of deputation.
- 10) The contractor shall obtain a license under Contract Labour (R&A) Act, 1970 and also submit a copy of such license duly attested in the institute prior to furnishing the tender/contract. No payments would be released till the contract license is submitted to the institute. Moreover, he shall abide by all the necessary provisions of various other Labour Laws/Acts viz. ESI/Bonus, Workmen's Compensation and any other laws and rules applicable in this regard.
- 11) The contractor, himself, shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above provisions.
- 12) In case any person engaged by the contractor is found to be inefficient, quarrelsome, infirm, invalid or found indulging in unlawful or union activities, the contractor will have to replace such person with a suitable substitute at the direction of the competent authority.
- 13) The institute shall not provide any sort of accommodation to the staff or person deployed by the contractor and no cooking/lodging will be allowed in the premises of the institute at any time.
- 14) The laundry services shall be meant for the whole institute (Main Hospital & Centres including IPD, OPD, different Diagnostic blocks, Emergency services, Maternity services, Minor & Major OT's, Administrative block etc.), or as per the directions of institute authorities from time to time.
- 15) The provision of appropriate manpower, material supplies, required for performing the tasks/processes of the laundry services, shall be borne by the contractor.
- 16) The complete job of collecting of dirty linens from earmarked place/places to supply of cleaned linens to earmarked place/places of the hospitals shall be carried out by the contractor. (i.e. sluicing, washing, hydro-extraction, drying, repairing of the linens, ironing/calendaring, storing and issue or distribution of cleaned linen).
- 17) The tenderer will be wholly responsible for providing laundry services in the institute. The linen must be washed and ironed properly upto the satisfaction of institute authorities. If any defect, damage or deficiency is noticed, payment in part or full may be held & penalty may be imposed.
- 18) The firm will segregate torn linen at the time of sorting before washing process is commenced & report to designated officer.
- 19) Institute will decide the timing of collection of linen, to be followed by the vendor.
- 20) Collection, distribution of clothes should be carried out within the period as specified by institute authorities.
- 21) The equipment provided by the hospital authorities shall be used by the contractor solely for the laundry services of the hospital and will not be used in any case to

process any linen which does not belong to AIIMS and is not handed over by designated officials for cleaning/washing. The contractor, as per the operating manual of the equipment shall strictly adhere to appropriate handling of the equipment. The maintenance for the all equipments & machines provided by institute shall be ensured by the firm. The contractor shall ensure the routine repair for the all minor/normal wear and tear due to use and breakdown in the laundry system.

- 22) As and when any situation arise out in violation of any terms and conditions of the contract executed between the parties to terminate or cancel or at the time of expiry of the contract, the contractor will be held responsible to preserve the laundry equipments intact and handover the same in functional status. Otherwise contractor shall be liable to pay the damages occurred due to any lapse on his part and the amount of the damages of equipment will be deducted from the amount of security deposited.
- 23) Every worker engaged in Laundry services shall wear the prescribed neat and clean uniform according to season affixing thereon the badge mentioning on the same, the name and designation of the worker provided by the contractor at his own cost.
- 24) The contractor shall not engage the laundry staff below the age of 18 years.
- 25) If any complaint of misbehavior and misconduct comes into the knowledge of the institute authorities then all such responsibility shall be of the contractor and any loss owing to negligence or mishandling by the laundry staff, the contractor shall himself be responsible to make good for the losses so suffered by the institute.
- 26) The contractor shall not, at any stage, cause or permit any sort of nuisance in the premises of institute or do anything which may cause unnecessary disturbance or inconvenience to other working there as well as to the general public in the institute premises and near to it..
- 27) No escalation of rates quoted will be allowed during the period of contract. The agency will honour the Fall Clause in case it also gets business in any other establishment.
- 28) The contractor shall not engage any sub-contractor or sublet/transfer the contract to any other agency/person in any manner.
- 29) The contractor shall, for providing proper and hygienically laundry services, ensure the following: -
  - i. That a daily report of its staff on duty and about their performance is furnished & maintained.
  - ii. That its staff does not smoke at the place of work.
  - iii. That any specific laundry work assigned to it by the Principal Employer or any officer authorized by him is carried out by him diligently and well in time.
  - iv. That before using any equipment/appliances or material and products of laundry, it is having the approval of the Principal Employer as no sub standard material being used.
  - v. The Principal Employer may also furnish that the salary wages shall be distributed in full as per Minimum Wages Act by the contractor to the laundry worker(s) in the presence of a representative of the institute and a certificate to this effect is provided.
- 30) The Institute will deduct Income Tax at source under section 194-c of the Income Tax Act, 1961 from the contractor @ 2% or appropriate amount as applicable of such sum as Income Tax comprised therein.

- 31) In case the agency fails to execute the job after signing the agreement/deed or leave the job before completion of the period of contract at their own accord, the Director shall have the right to forfeit the security money deposited by the agency for the execution of the contract.
- 32) The contract can be terminated by the first party (Director, AIIMS, New Delhi) by giving four months notice. The second party (the contractor) if so desire to terminate the contract will be required to give four month's notice.

## **Penalty clauses**

1) In case the contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract: Principal Employer reserves the right to impose the penalty as detailed below :

- a. 2% of cost of order/agreement per week, up to 2 weeks delay.
- b. After 2 weeks delay, Principal Employer reserve the right to cancel the contract and withhold the agreement and get this job to be carried out from other contractor(s) from open market at the competitive rates. The defaulting contractor will be blacklisted as per clause stated above and the difference if any will be recovered from the contractor.
- c. The security deposited by the contractor shall be forfeited.

Note: Attention is invited to relevant paras in this regard to the penalty for the unsatisfactory work and delay in completion of work within the schedule time. The penalty clauses will be strictly imposed for unsatisfactory work or failure to complete the work within schedule time, then tenderer may be penalize i.e. 2% of the cost of order.

2) For any breach of contract, Director or duly constituted committee by Director shall be entitled to impose a penalty to the extent of Rs. 1000/- only on the first occasion upon the agency in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of the Committee.

3) If the lapse is repeated again the extent of penalty will be doubled on each such occasion. The decision of the said officer/committee in this regard shall be final and binding upon the agency. Some of the instances in which penalty would be imposed are enumerated below. (but these are not exhaustive and penalty may be imposed on any violation/breach or contravention of any of the terms and conditions as well as assigned duties and responsibilities).

- a) If the personnel working in laundry are not found in proper uniform and displaying their photo identity card.
- b) If the personnel found indulging in smoking/drinking/sleeping during duty hours.
- c) Penalty will also be imposed if the behaviour of personnel(s) found is discourteous to any one in the hospital including staff or patients.
- d) If any personal found performing duty by submitting a fake name and address.
- e) If any personnel found on duty other than those mentioned in the approved list is supplied by the agencies to the Institute authorities.
- f) In the case of any loss/theft of Institutes property tearing of linen, or with stains the committee will consider the circumstances leading to the loss of linen and if the responsibility is fixed on the agency, the Institute will make good the losses by deducting the cost of loss from the security deposit/or next month 's bill in one or more installments.

g) If the washing procedure given by the firm is not followed in to.

4) In case of any loss or theft, it shall be made good by the agency and in event of failure in their part to do so within a period of one month, the loss shall be made good equivalent to purchase cost by encashment of security deposit and if the amount of loss or damage exceeds the amount of security deposit, then the amount will be recovered from the bill in one or more installments.

In the event of any dispute arising out in connection with the interpretation of any clause in the terms and condition of the contract, agreement, or otherwise the matter shall be referred to the Arbitrator as appointed by the Director, AIIMS at Delhi/New Delhi shall have jurisdiction in connection with any dispute/litigation arising out of this contract.