

**PROVIDING MULTITASKING WORKERS AT  
RAJAN BABU INSTITUTE FOR PULMONARY MEDICINE &  
TUBERCULOSIS**

**PERIOD OF CONTRACT:-**

The contract period is for SIX MONTHS from the date of execution of agreement through e-tendering dual bid system (Techno-Commercial Bid and Financial Commercial Bid). The bid documents along with terms and conditions are available on the website <https://health.mcdetenders.com> and on [www.mcdonline.gov.in](http://www.mcdonline.gov.in) and can be downloaded there from. Multi-Tasking Workers are required as under:

1. Multi-Tasking Workers      236 Nos.
2. Supervisor                      08 Nos.

**SCHEDULE FOR TENDER**

Tender enquiry No.	
Date of release of tender through e-tendering	15.02.2014
Date of Pre-bid meeting	10.03.2014 at 11.00 AM under the Chairmanship of DHA/North, 12 <sup>th</sup> Floor, Civic Centre, Delhi
Last date/time for downloading of bid documents	14.03.2014 up to 5.00 PM
Last date/time for submission of EMD and Tender Cost	14.03.2014 up to 5.00 PM
Date/Time of opening of Financial Bids	(to be notified latter)

The above dates, if necessitated, may be changed and any notification for the changed date will be available on the above said website and the bidders, therefore, are advised to follow up with the website about the revised schedule.

In case, the day of bid opening happens to be a holiday, the Bids will be opened on the next working day at the same time.

(Dr. B.S. Mahaur)  
DIRECTOR/RBIPMT

## **Contents of the Bid Document**

The bid document contains the following parts:

SECTION	CONTENTS	PAGE NO.
1.	Invitation of Bids	3
2.	Instructions to Bidder	4 to 8
3.	General Conditions of Contract	9 to 16
4.	Special Conditions of Contract and Service Level	17 to 20
5.	Scope of Service	21 to 22
6.	Eligibility Conditions	23 to 24
Annexure	I to V	25 to 33

The bidder should examine all instructions, forms, terms & conditions, scope or services in the Bid document and furnish all information as stipulated therein.

## **Section 1: Invitation for Bids**

1. The bid document is being issued to seek response from the eligible bidders in order to hire their services in providing Multi Tasking Workers under which the successful bidders shall be contracted to provide the said services by way of deploying adequate personnel to perform the duties as per this bid document.
2. Bidders are advised to study the Bid Documents carefully. Bid response prepared in accordance with the procedure enumerated in section 2 of the bid documents should be submitted online.
3. i) The estimate value of the contract is around Rs. 1.62 Crores for six months contract period.  
ii) The bid must be submitted with an Earnest Money Deposit (EMD) of Rs. 4.05 Lakh to be submitted in form of Demand Draft/FDR/Bank Guarantee in favour of "Commissioner North Delhi Municipal Corporation" payable at Delhi issued by any nationalized bank. It should be valid for at least 45 days beyond the final bid validity period. It should be physically submitted to the purchasing officer as mentioned by the due date.
4. The bid document will be available for downloading on the website <https://health.mcdetenders.com> and on [www.mcdonline.gov.in](http://www.mcdonline.gov.in). The hard copy of the bid document will not be provided by the Department.
5. Schedule of Invitation Bid: The schedule is available on the website <https://health.mcdetenders.com> and on [www.mcdonline.gov.in](http://www.mcdonline.gov.in).

## Section 2 Instructions to Bidders

1. **Procedures for Submission of Bids:** Technical Bid will be submitted by the bidder as per Annexure-I and Financial Bid will be submitted by the bidder as per Annexure-II. The Financial bid should not be reflected in technical bid.
  2. **Cost of Bidding process:** The bidder bear all costs associated with the preparation and submission of the its bid, including cost of presentation etc. for the purposes of clarifications of the bid, if so desired by the Purchaser.
  3. **Language of Bids:** the Bids prepared by the bidders and all correspondence and documents relating to the bids exchanged by the bidder and the department shall be written in **English language** only.
  4. **Documents Comprising the Bids:** The Bid prepared by the bidder shall comprise of the following components.
    - 4.1.1 EMD (i.e. DD/FDR/BG)
    - 4.1.2 Photograph of the bidder
    - 4.1.3 PAN Card of the bidding firm.
    - 4.1.4 Certificate of Incorporation of Registration in case of firms registered under Indian Companies Act or Partnership deed in case of Partnership Firm or Joint Bid Agreement in case of consortium of two firms. (not more than two firms are allowed for form consortium)
    - 4.1.5 Certificate of Registration for PF subscription
    - 4.1.6 Certificate of Registration for ESI Subscription
    - 4.1.7 Certificate of Service Tax Registration number
    - 4.1.8 Audited balance sheet / audited Income statement for proceeding three years (2010-11, 2011-12, 2012-13)
    - 4.1.9 Power of Attorney in favour of the authorized person signing the bid.
    - 4.1.10 Undertaking as per Annexure-VII
- 4.2 Technical Bid (PI also see section 6 and Annexure-II)-**  
The technical bid shall be submitted in the format as per Annexure-I. it shall comprise of following types of documents in support of credentials/experience and will be uploaded along with the technical bid form (Annexure-I)
- i) Copy of work Order and/ or
  - ii) Copy of agreement ( Part pages of the work order or agreement shall not be acceptable.
  - iii) Certificate or letter issued by the client under the signature and office seal of c competent official of the said client in favour of the bidding firm declaring that the service provided by the bidding firm has been or was satisfactory during the period of engagement. (PI. note that the above said certificate of satisfactory service must be submitted from at least one client, if not from all clients. Failure to submit such certificate from al lest one client will earn zero marks even if supporting documents as mentioned in (i) and (ii) above are given).

4.3 **Financial Bid:** It shall be submitted in the format as per Annexure-II

**5. Who can apply on behalf of bidder**

5.1 It is clarified that the individual signing the documents connected with Bid must certify whether he / she is signing as authorized signatory or proprietor or duly authorized partner (in case of partnership firm).

OR

5.1.1 Constituted attorney of the firm, if it is a company

OR

5.1.2 The Principal officer or his / her duly Authorized Representative of the bidder.

5.2 The authorization shall be indicated by power – of – attorney accompanying of the Bid either on a stamp paper or on the letter head of the bidding firm

6. **One Bid per Bidder:** Each bidder shall submit only one bid either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids shall be rejected.

**7. Earnest Money Deposit (EMD)**

7.1 The bidder shall furnish, as part of the bid, EMD of the amount and format as mentioned in clause 3 of section 1 of this bid document. It shall be submitted in physical form to the department also.

7.2 The EMD is required to protect the Department against the risk of the bidder's conduct which would warrant the EMD's forfeiture.

7.3 The EMD (denominated in Indian Rupees) shall be in the form of a DD/FDR/BG issued by a Nationalized Bank and shall have validity as stated in Clause 3 of section 1.

7.4 Unsuccessful Bidder's EMD will be discharged / returned within 30 days after award of contract to the successful bidder. No interest will be paid by the Department on the EMD amount.

7.5 The successful bidder's EMD shall be discharged upon the bidder executing the contract and after furnishing the performance security.

7.6 The EMD may be forfeited.

a. If a bidder withdraws or amends its bid or impairs or derogates from the bid in any respect within the period of validity of the bid, or during the period of bid validity, or

b. In case of a successful bid, if the bidder fails;

i) To sign the contract, or

ii) To furnish performance security.

**8. Period of validity of Bids:-**

8.1 Bid shall remain valid for a period as stated in clause 5 (j) of section 1 of this bid document.

**A bid valid for a shorter period shall be rejected by the department as non-responsive and shall not be taken up for evaluation purposes.**

8.2 The department may request the Bidder for extension of the period of validity. The request and response thereto shall be made in writing (or by fax or by e-mail). The validity of EMD provided under clause 3 of section 1 of this document shall also be accordingly extended.

**9. Terms & Conditions of Bidder:-** Printed terms and conditions (General Conditions) made by the bidder will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this Invitation of Bid are not acceptable to any bidder, he should not bid.

**10. Local Conditions:-**

10.1 It will be incumbent upon each bidder to fully acquaint himself / herself with the local conditions and factors at the respective locations / sites and offices which would have any effect on the performance of the contract and / or the cost.

10.2 The bidder is expected to obtain for himself/herself on their own responsibility all information that may be necessary for preparing the Bid and entering into contract. Obtaining such information shall be at Bidder's own cost.

10.3 Failure to obtain the information necessary for preparing the bid and / or failure to perform activities that may be necessary will in no way relieve the successful Bidder from performing any work in accordance with the contract entered into.

10.4 It will be imperative for each bidder to fully inform themselves of all local and legal conditions and factors which may have any effect on the execution of the contract as described in the Bid document.

10.5 It is the responsibility of the bidder that such factors have properly been investigated while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the department and that neither any change in the time schedule of the contract nor any financial adjustment arising thereof shall be permitted by the department on account of failure of the bidder to appraise themselves of local laws and conditions.

**11. Last date of Receipt of Bids:-**

11.1 Bids will be submitted online as per the schedule given in NIT.

11.2 The department may, at its discretion extend the last date for the receipt of bids by amending schedule in accordance with Clause 6 of section 1, in which case all rights and obligations of the department and bidder previously subject to the pre-extended last date will thereafter be subject to the last date as extended.

12. **Late Bids:** Any Bid received after the scheduled last date and time for receipt of bids, pursuant to clause 5 and 6 of section 1, will be rejected and shall not be considered for opening.

**13. Modification and Withdrawal of Bids.**

13.1 No bid should be altered / modified after submission, Unsolicited correspondences in this regard from Bidder will not be considered.

13.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD.

**14. Contacting the Department:**

14.1 No Bidder, in order to influence the bid process, shall contact the department on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded.

14.2 Any efforts by a bidder to influence the department's bid evaluation / bid comparison or contract award decision shall result in the rejection of the Bidder's bid.

**15. Right to accept any bid and to reject any or all bids:-**

15.1 The department is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.

15.2 The department may terminate the contract if it is found that the contractor is blacklisted on previous occasions by any of the department/institutions/local bodies/ Municipalities/Public Sector Undertaking etc.

15.3 The department may cancel the award of contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

**16. Award of Contract:-**

16.1 Award of 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.

16.2 The department will communicate the successful bidder by facsimile confirmed by letter transmitted by registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") 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.

16.3 The successful bidder will be required to execute an agreement in the form specified in Annexure-V with in a period of 30 days from the date of issue of Letter of Offer separately for each of the hospitals of the cluster.

- 16.4 The successful bidder shall be required to furnish Performance Security within 15 days of receipt of "Letter of Offer" for an amount equal to 10% of the contract value (please mention an amount of not less than ten percent of the total value of the contract calculated at quoted rate) in the form of an Account Payee DD or FDR or Bank Guarantee from a Nationalized Bank in an acceptable form (Annexure-VI) in favour of Director/RBIPMT. 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.
- 16.5 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.



### Section 3 : General Conditions of Contract

#### **1. Deployment:**

1.1 The list of personnel is to be deployed shall be made available to the Department and if any change is required on part of the Department, a fresh list shall be made available by the contractor after each and every change. However, as far as possible, the list will not be frequently changed so that continuity in operation is maintained. It will be mandatory that induction training is given by the contractor to the personnel to be deployed.

1.2 At least 10% of the personnel deployed shall be women. In case any hospital desires of higher percentage than it should be so indicated in the Annexure-IV regarding "Deployment".

2. **Labour Laws:-** The Multi-Tasking Workers deployed by the Contractor shall be the employees of the contractor. The Contractor shall abide by 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. Contractor and for any lapse in this regard the Contractor shall be held accountable. The Contractor shall maintain registers required for recording the names of the personnel and their daily deployment sheet which shall be made available to the statutory authorities and departmental authorities on demand.

3. **Accident:-** All liabilities in respect of an accident or death during out of and in course of work shall be borne by the contractor.

4. **Performance and Supervisions:-** Adequate supervision will be provided to ensure correct performance of the said services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the personnel deployed, the supervisory staff will be deployed round the clock by the Contractor on the hospital premises, who will be the nodal point of co-ordination on any issues about Nos deployment & duties.

4.1 All necessary reports and other information's will be supplied immediately as required and regular meetings will be held with the department.

4.2 Contractor and its personnel shall take proper and reasonable precautions to prevent from loss, destruction, waste or misuse of the areas of responsibility given to them by the Department and shall not knowingly lead to any person or company any of the areas of the Department under its control.

- 4.3 The Multi-Tasking Workers shall not accept any gratitude or reward in any shape unless awarded or approved by the Department.
- 4.4 Under the terms of their employment agreement with the Contractor the personnel engaged under the contract shall not do any professional or other work for reward or otherwise either directly, except for and on behalf of the Department.
- 4.5 That, in case of any loss that occur to the department, as a result of any lapse on the part of the Contractor or personnel deputed by him when will be established after an enquiry is conducted by the Department, the said loss can be claimed from the Contractor up to the value of the loss. The decision of the Head of the Department will be final and binding on the contractor.
- 4.6 The Contractor shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the directions enumerated herein and in accordance with such directions, which the Department may issue from time to time and which have been mutually agreed upon between the two parties.
- 4.7 The department shall have the right, with reason, to have any person removed who is considered undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Department.
- 4.8 The Contractor and the personnel deputed by him shall be responsible to protect property and equipments of the Department at the premises entrusted to it.
- 4.9 The Contractor shall get Multi-Tasking Workers screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Hospital will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

**5. Shift Duty:-**

- 5.1 There will be fixed hours of shift duties and total numbers of shifts in a day will be three. The duty hours will be decided in consultation with the Department and should be complaint to the Labour Laws.
- 5.2 During a month, every Multi-Tasking Worker will be allowed weekly rest as per the Labour Laws.

**6. Familiarization:-** The Contractor in consultation with Department will give basic familiarization under the contract for 2-3 days about the duties to be performed by The Multi-Tasking Workers and their desirable behavior with the public and the patients in particular and this period 2-3 days will not be counted as shift manned by Contractor's personnel for the payment under the contract.

7. **Confidentiality:-** The Contractor shall ensure that its personnel shall not at any time divulge or make known any trust, accounts matter or transaction undertaken or handled by the Department and shall not disclose any information about the affairs of Department.
- 7.1 The Contractor shall not, either during the term or after expiration of this Contract disclose any proprietary or confidential information related to the services / contract and / or Department's business / operations, information, application / software, hardware, business data, designs and other information / documents without the prior written consent of the Department.
- 7.2 The Contractor shall execute a Non Disclosure Agreement (NDA) in favour of the Department.
- 7.3 The Contractor shall be liable to fully compensate the Department for any loss of revenue arising from breach of confidentiality. The Department reserves right to adopt legal proceedings, civil or criminal, against the Contractor in relation to the dispute arising out of breach of obligation by the Contractor under the clause.
8. Any liability arising of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses/fines. The Contractor's personnel shall attend the court as and when required.
9. **Force Majeure:-** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of nature/God etc. which may prevent either party to discharge their obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall, by reason of such event, be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed, to if any, or seven days, whichever is more, either party may at its option terminate the contract.
10. The Contractor shall have his own establishment/setup/mechanism, etc. at his own cost to ensure correct and satisfactory performance of his responsibilities under the contract.

11. **Service Commencement:-** “NOTICE TO PROCEED” means the notice issued by the Department to the contractor communicating the date on which the work/services under the contract are to be commenced.

12. **Liability:-** If the Contractor is a joint venture / company / group / partnership of two or more persons. All such persons/directions/partners shall be jointly and severally liable to the Department for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized person with authority to sign. The Joint venture / company /group / partnership shall not be altered without prior intimation to the Department.

13. **Corrupt Practice:-** During the course of contract, if any of the personnel deployed are found to be indulging in any corrupt practice causing any loss of reputation or otherwise of the Department, the Department shall be entitled to terminate the contract forthwith duly forfeiting the Contractor’s Performance Security.

14. **Claim Settlement:-**

14.1 In the event of default being made in the payment of any money in respect of wages to any person deployed by the Contractor for carrying out this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Department may, failing payment of the said money by Contractor, make payment of such claim on behalf of the Contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Department from the Contractor.

14.2 If any money, as the 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 deemed to be payable by the Contractor to the Department within seven days. The Department shall be entitled to recover the amount from the Contractor by deduction from money due to the contractor either from its pending payments or from the Performance Security.

14.3 Any liability arising out of any litigation (including those in consumer courts) due to any act of the personnel of the agency shall be directly borne by the said agency including all expenses/fines.

15. **Subcontract Disallowed:-** The Contractor shall not engage any sub contractor or transfer the contract to any other person in any manner.

16. **Indemnity:-** The Contractor shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.

17. The contracting agency shall not employ any person below the age of 18 years and above the age of 55 years. Manpower so engaged shall be trained for providing the Multi-Tasking Workers. During the training, contractor shall have to arrange for substitute for the staffs undergoing training.

18. **Union Activities:-** The Multi-Tasking Workers engaged by the Contractor shall not take part in any staff union and association activities while on duty in the premises of the Department.

19. **Employment / Residence:-**

19.1 The Department shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. Further as the contract is primarily for providing services, hence the department will not be considered as the principal employer of the contractor's employees. Any relationship of employer-employee that exists will be between the Contractor and the personnel engaged by it.

19.2 The Department shall not be responsible for providing residential accommodation to any of the Contractor.

20. **Overpayment / Underpayment:-**

20.1 If as a result of post payment audit or otherwise, any overpayment is detected in respect of any work done or alleged to have been done by the Contractor under the contract, the Contractor shall pay back the overpayment and it shall be recovered by the Department from him.

20.2 If any underpayment is discovered, the amount shall be duly paid to the Contractor by the Department.

21. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Department etc.

22. **Tax Obligation of the Contractor:-** The Contractor shall ensure full compliance with Tax laws of India with regard to this contract and shall be solely responsible for the same such as income tax and service tax. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall

keep the Department fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

- 22.1 Income tax shall be deducted at source by the Department from all the payments made to contractor according to the Income Tax Act, unless valid and complete documents for IT exemption are submitted by the contractor prior to release of payment. A certificate shall be provided by Department to the contractor for any tax deducted at source.
- 22.2 The contractor shall bear all taxes and duties etc. levied or imposed on the contractor under the contract including but not limited to Service Tax, VAT and all Income tax levied under Income Tax Act, 1961 or any amendments thereof during the entire contract period I.e. on account of services rendered and payments received from Department under the contract. It shall be responsibility of the contractor to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose.
- 22.3 The Contractor agrees that he and his team comply with the Income Tax Act in force from time to time and pay Income Tax, as may be imposed/ levied on them by the Tax Authorities, for the payments received by them for the service under the contract.
- 22.4 Should be contractor fail to submit return / pay taxes in times as stipulated under applicable Indian/State Tax laws and consequently any interest or penalty is imposed by the concerned authority, the contractor shall pay the same. The Contractor shall indemnify Department against any and all liabilities or claims arising out of this contract for such taxes including interest and penalty that any such tax authority may assess or levy on the contractor.

### **23. Dispute Resolution:-**

- 23.1 Any dispute and/ or difference arising out of relating to this contract will be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred to for adjudication to a sole Arbitrator to the appointed by the Lt. Governor, Delhi.
- 23.2 The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time.
- 23.3 The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and if the period of contract is still valid, neither party shall be entitled to suspend the work/ service to which the dispute release on account of the arbitration and payment to the Contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held in Delhi only.

**24. Performance Security:** The successful bidder shall furnish Performance Security to the Department within the time as decided by the department before signing the contract which shall be equal to 10% of the total value of the Contract and shall be in the form of an Account Payee DD or a Fixed Deposit Receipt or a Bank Guarantee Bond from a Nationalized Bank in the performa as per Annexure-VI of the Bid document which would be valid up to a period of sixty days beyond the date of completion of all contractual obligations and no interest shall be payable on performance security on its release.

**25. Terms and Extension of Contract:-** The term of this contract shall be for a period of six months from the date of execution of the contract.

25.1 The department reserves the sole right to grant any extension to the term mentioned above and in this regard shall notify in writing to the contractor at least one month before the terms expires. The decision to grant the extensions shall be at the Department's direction and such extensions of the contract, if any, shall be on the same terms and conditions. The extensions can be given for maximum three months at a time.

25.2 Where the contractor is of the view that no further extensions of the terms be granted to him, the contractor shall notify the department of decision at least 2 (two) months prior to the expiry of the term. Upon issuance of such notice, the Contractor shall continue to perform all its obligations hereunder, until such reasonable time beyond the Terms of the contract within which, the department shall either appoint an alternative agency or create its own infrastructure to operate such services as are provided under the Contract.

**26. Termination:-** The department may terminate this contract in whole or in part by giving the Contract a prior and written notice of one month indicating its intention to terminate the contract for any reasons whatsoever but not limited to following circumstances only:-

26.1 Where the Department is of the opinion that there has been such event of default on lthe part of the Contractor/Contractor's team which would make it proper and necessary to terminate this contract and may include failure on the part of the Contractor to respect anh of its commitments wit h regard to any part of its obligations under this contract.

26.2 Where it comes to the Department's attention that the contractor is in a position of actual conflict of interest with the interests of the Department, in relation to any of terms under this contract.

26.3 Where it comes to the Department's attention that the contractor furnished incorrect or false information at any time.

26.4 Termination for insolvency: The department may at any time terminate the contract by giving written notice to him, without compensation, if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.

26.5 The Contractor may, subject to approval by the Department, terminate this contract before the expiry of the term by giving the Department a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.

27. Consequences of Termination:- In the event that the Department or the Contractor, pursuant and depending on the event of default, compensation shall be decided by the Department as the services provided by the Contractor that have been accepted by the Department. In case of termination of contract due to default on the part of the contractor, the department reserves the right to forfeit the performance security of the contractor by entering in the Department's favour.

28. Jurisdiction of Court:- The courts in Delhi shall have the exclusive jurisdiction to try all disputes, if any arising out of this agreement between the parties.



## **Section 4 : Special Conditions of Contract and Service Levels**

1. **Antecedent Verification:-** Before actually deploying the Multi-Tasking Workers, the contractor shall inform the Department in writing that the antecedents of the personnel to be deployed have been verified and further the copies of the police verification will be submitted. The contractor shall also provide to the Department curriculum Vitae (CV) of the personnel to be deployed. The CV will contain such information as name, age, parentage, permanent/present residential address, marital status and next of kin, UIDAI etc.
2. **Uniform and Dress:-** The personnel engaged by the contractor shall be dressed in neat and clean uniform with proper name badges, failing which a penalty of Rs. 500/- for each occasion per person will be imposed on the contractor. Habitual offenders in this regard shall be withdrawn from the deployment. The penalty on this account shall be deducted from the contractor's bills.(while quoting the financial bid, the contractor is advised to properly factor in the cost towards the uniform & dress.
3. **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 Department shall have right to have any person removed in case of staff complaints or as decided by representative of the Department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases.
4. **Bill and its Payment:-**
  - 4.1 The Contractor will raise month wise bill for the service provided at the rate as agreed and accepted by the department. Deductions from the monthly agreed amount will be made for the duty absentees as per the provisions of the clause 6 of this section.
  - 4.2 The contractor will serve the bill for every preceding month by 7<sup>th</sup> day of every month and the department will make the payment within 15 days provided the bill is complete in all respect. The bill show separately the Service Tax chargeable from the Department. The Contractor shall also submit the proof of having deposited Service Tax by way of presenting copy of challan receipts which should show such amount that must tally with service tax collected from the department. For this purpose, the Contractor will not mix-up payment of service tax collected from the department with those of any other departments when the Contractor might be providing service.
  - 4.3 Likewise, the Contractor shall also submit, on demand by the department, the details of statutory payment such as EPF. ESI etc in support of having deposited such requisite statutory payment complaint to Labour Laws at admissible rates. The Contractor shall not mix-up the statutory payment of one department/hospital with another department/ hospital so the there is

complete clarify about the department/ hospital to which the statutory payments relate. If the contractor fails to submit the proof satisfactorily, further release of statutory payment shall be withheld till the matter is clarified.

- 4.4 Disputed amount in the monthly bill on which clarification is required shall be withheld till the time it is sorted out. However, rest of the amount shall be released by due date as mentioned in clause 4.2.
- 4.5 Payments to the contractor shall be made by Electronic transfer to the contractor's account for which purpose the Contract shall furnish the complete Bank account details.
- 4.6 Any damage or loss caused by contractor's personnel to the department 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.

**5. Service Level Specification & Penalty:**

Process	Service Level Specifications	Penalty
1. Providing requisite number of Multi Tasking Workers.	The contractor will provide requisite number of Multi Tasking Workers on working days and holidays/Non-Working days	Rs. 600/- for every number of personnel either not reporting or found absent during the shift duty.
2. MTW/ personnel to report in uniform,	Approved uniform design with name badge	Rs. 500/- for every number of personnel not reporting for duty in prescribed uniform.
3. Misconduct / misbehavior / Indiscipline by the MTW/ personnel	<ul style="list-style-type: none"> <li>i) MTW / personnel should be courteous to the patient / hospital staffs and disciplined.</li> <li>ii) They should not smoke and spit on the walls etc.</li> </ul>	Rs. 100/- for every instance.
4. Payment of wages through ECS	The contractor shall disburse the wages to the bank account of individual Multi Tasking worker	Failure to disburse wages through ECS will invite penalty at the rate of Rs. 1000/- for each of the employees not paid monthly wages through ECS.

All the penalties will be imposed on the contractor and shall be recovered either by way of adjusting against arrears of payments or running bills or through direct payments.

## **6. Penalty:-**

6.1 In addition to the penalty mentioned in clause 5 above, the following penalties may also be imposed on the contractor.

6.2 In case the contractor fails:-

- a) To commence/execute the work as stipulated in the agreement, or
- b) If the performance continues to be unsatisfactory even after giving it a notice for putting the things in order for satisfactory performance, or
- c) If he does not meet statutory requirement of the contract even after giving it a notice for putting the things in order to meet the statutory requirements.

Department reserves the right to impose the penalty as detailed below:

- i) For delay up to 4 weeks, penalty will be imposed at the rate of 20% of the daily contract value calculated for each day of delay for a period up to maximum 4 weeks time for any of the default mentioned above.
  - ii) For delay beyond 4 weeks, the department in addition to imposing penalties at the rate of mentioned in (i) above reserves the right to cancel the contract and get the job carried out from other outsource. The additional financial implication in this regard, if any, may be recovered from the defaulting contractor. The contractor may also be black listed for a period up to maximum 4 years and his earnest money/security deposit may be forfeited, if so warranted.
  - iii) The department may forfeit the performance security of the contractor in case of any of the defaults.
- 6.3 Before imposing any of the above penalties, the contractor shall be given a proper notice by the department before taking a decision for imposing penalty and communicate to him the decision so taken.

## **7. Wage Disbursal:-**

7.1 The contractor shall pay to the personnel deployed at such rates which should not be less than the minimum wage prescribed for unskilled category plus admissible EPF, ESI, Bonus etc. calculated at the prevailing rates as per rules.

7.2 In order to safeguard against the possible underpayment to the work-force by giving them less than what are mandatory and statutorily required to be paid, it is mandatory that the Contractor shall disburse the wages every month through ECS. (electronic cash transfer)

8. **Risk Purchase:-** in the event of the contractor failing to provide the requisite services as per the contract the department reserves the right to procure the services from any other source at the cost of the contractor. The department shall retain the right of forfeiture of the performance security and the outstanding claim or any other action as deemed fit.

### **Section-5 Scope of Service**

1. \_\_\_\_\_(Department) has its premises located at address \_\_\_\_\_ . The contractor will be required to provide Multi Tasking Workers to the premises at this location. In case, any new premise comes up at different locations, the services will also be provided there on demand from the department. The period of contract shall be for six months but if so required by the department it may be extended.
2. **The contractor will ensure that the Multi Tasking Workers deployed by it are minimum VIII pass. They will perform following duties and responsibilities.**
  - i) **Cleanliness & Sanitation of Hospital-**
    - The execution of sanitation and allied services to be executed by suitable and uniformed personnel/workers.
    - Ensuring optimum shine level.
    - Absence of dust, removal of pan and Gutkha stains, bird droppings etc. on floors, tiled walls, doors, windows or stairs, etc.
      - Removal of Dust or cobwebs etc, on ceiling, window grills etc;
      - Removal of Finger or palm marks, dust and Gutkha stain on glass panes of window or doors and mirrors.
      - Removal of Dirt marks, dust, dryness and odor in Washbasin, WC Seats, floors etc. in toilets/bathrooms.
      - Cleaning of room/office/OPD/Non OPD/Premises in all these respects.
    - The cleanliness will be periodically checked by the Director, RBIPMT/Addl. Medical Superintendent or person(s) authorized.
      - Cleanliness from roof to floor will be responsibility of the agency including furniture and electrical fittings like fans and geysers etc.
      - Wards and attached toilets and surroundings need to be cleaned not only once in the morning but repeatedly to maintain sanitation throughout according to need because a number of patients attend the hospital along with number of attendants.
      - To prevent cross infection as far as possible not only flooring but overall cleanliness is required (Beds, other furniture, walls, roofs & equipment etc).
      - Laundry services e.g. transportation of dirty linen/clean linen if necessary from wards to laundry and back or loading of laundry machine. Hand washing of dirty linen as and when required.
      - Proper disposal of Bio-medical wastes as per DPCC norms
      - Any other cleanliness & Sanitation work as directed by Director/RBIPMT in the interest of hospital from time to time.

**ii) Transport of patients**

- a. From one ward to another ward for referral to other departments and for investigations like X-rays, Ultrasound and CT Scan to radiology and FNAC etc to pathology department
- b. Shifting of the patients from causality to emergency wards and other wards.
- c. Transport to other department for references as and when required.
- d. From Emergency ward to routine ward.
- e. From Regular ward to ICU, CCU and O.T for check up or other reasons.

**iii) Transport of blood and other samples to laboratory**

- a. Blood samples and other body fluids needs to be transported to pathology department.

**iii) Transport of medicines and other surgical items etc from the stores to different wards.**

**iv) Distribution of X-ray films and special reports.**

**v) Maintaining queues in OPD, OPD labs and pharmacy etc.** This is also very important for optimum functioning of these places.

## **Section 6: ELIGIBILITY CRITERIA**

1. The annual turnover of the Contractor/firm should be Rs.150.00 Lac or more per year during last two years. The audit report and copy of ITR of corresponding years shall be submitted in the technical bid.
2. Contractor/firm should have working experience of engaging multipurpose-Workers in any hospital of Delhi & NCR having one 500 bedded or Two 300 bedded or Three 200 bedded hospitals during last two years. Supporting documents shall be submitted in the technical bid.
3. Contractor should have experience of deployment of at least 150 multipurpose-Worker/month during last two years.
4. Contractor/firm will produce performance certificates of satisfactory execution of the works in last two years.
5. Contractor/firm should not be debarred or blacklisted at the time of tendering. An undertaking in this regard should be submitted in the technical bid.
6. Contractor will submit the copy of valid registration under **THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970 as applicable.**
7. Contractor/firm will submit the copy of valid registration certificate under EPF and ESIC.
8. Contractor/firm have to submit registration under Service Tax, PAN Number/TAN number.
9. Contractor/firm should not have been facing any criminal / Court cases at the time of tendering. An undertaking in this regard should be submitted along with in the technical bid.
10. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A). Act 1970 and Delhi Works Contract Act (wherever applicable) and any other laws in force.

**Technical Evaluation:** Subject to fulfilling technical capabilities criteria, as mentioned above, the technical capabilities evaluation of the bidders will be made on the basis of number of clients that the bidder have served at any time in last three years reckoned backward with reference to the last date of bid submission. Total scoring will be sum of the total of the maximum marks obtained in both parts. The marks will be as under:

- i) In case of all those clients where the contract value is not less than 80% of the estimated contract value:
  - a) For each client: 15 marks
  - b) Total marks under this category cannot exceed 45 marks

- ii) In case of all those clients where the contract value is not less than 50% of the estimated contract value
  - a) For each client : 12 Marks
  - b) Total marks under this category cannot exceed 36 marks
- iii) In case of all those clients where the contract value is not less than 40% of the estimated contract value
  - a) For each client : 10 Marks
  - b) Total marks under this category cannot exceed 30 marks.

(Note:- The department can seek clarification on the documents uploaded by the bidder in order to correctly do technical evaluation.)

2. Only those bidders who qualify for technical capabilities by scoring at least 30 marks as mentioned above will be declared successful for opening of their financial bids.
3. The bids received without EMD of the requisite amount shall be rejected summarily.
4. **The evaluation for financial bid:-** The financial bid will be opened after the bidder's technical bid is qualified evaluation of financial bids will be done on the basis of the financial values quoted. Contract will ordinarily be awarded to the lowest 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. If the financial bids of two or more bidder match, then the bidder scores higher marks in technical bid evaluation will be declared successful. If the technical bid scores also match then the successful bidder will be declared through lottery system from amongst the L-1 bids in presence of bidder who wish to present.



## ANNEXURE - I

**Rajan Babu Institute for Pulmonary Medicine & Tuberculosis**  
**Kingsway Camp: Delhi-110009**  
**CHECK LIST**

<b>S No:</b>	<b>Attributes about the documents</b>	<b>Reference page number at which the document is made available</b>
1.	Forwarding letter; Accepting the Terms and Conditions	
2.	Details of tender cost submission	
3.	EMD / Bid Security submission details	
4.	Annual average turnover of last two financial years - 2011 – 12 & 2012-13 (in Lakhs with audited balance sheet / certificate of CA	
5.	Annual returns ITR of two financial years = 2011-12 & 2012-13 as per NIT terms	
6	Documentary proof of registration under this Act.	
7	Documentary proof of performance certificate for the last two years with copy of contract /agreement with valid extensions	
8	Documentary proof in form of latest ESI / EPF returns for the last two years as filed by concerned authorities by the bidder as proof of manpower in their role	
9	Documentary proof of EPF registration & Code number	
10	Documentary proof of ESIC registration & code number	
11	Documentary proof of Service tax registration & latest tax return clearance certificate	
12	Documentary proof of PAN / TAN number	
13	Document proof of Registration in Labor department	
14	Non blacklisting / debarring and other declaration on non judicial	

	stamp paper duly attested	
15	Documentary proof of imparting training to the staff on regular basis as per NIT clause	
16	Documentary proof and declaration proprietorship / partnership / Private limited or Limited firm as per NIT	
17	Documentary proof of written power of attorney	
18	Declaration of not having an agent / middle men / intermediary on letter head	
19	Declaration for not have been facing any criminal charges.	

Annexure-II

Financial / Price Bid Performa for Multi Tasking Workders

S. No.	Description of Wages	No. of Multi Tasking Worker	Lump-sum Cost per Month Multi Tasking Worker	Total Lump-sum cost per Month providing Multi Tasking Worker [Col(3) * Col (4) (In Rupees	
				In Figures	In Words
(1)	(2)	(3)	(4)	(5)	(6)
1.	Lump-sum Cost inclusive of basic wage and all the statutory obligations, namely, ESI, EPF, Bonus, Gratuity, Uniform Outfits, Service Provider's Charges, Service Tax under Minimum Wages Act.				

Supervisor

S. No.	Description of Wages	No. Supervisor	Lump-sum Cost per Month Supervisor	Total Lump-sum cost per Month providing Supervisor [Col(3) * Col (4) (In Rupees)	
				In Figures	In Words
(1)	(2)	(3)	(4)	(5)	(6)
1.	Lump-sum Cost inclusive of basic wage and all the statutory obligations, namely, ESI, EPF, Bonus, Gratuity, Uniform Outfits, Service Provider's Charges, Service Tax etc. under Minimum Wages Act.				

Note 1. The Lump-sum cost (all inclusive) per month should be in accordance with the minimum wages act

Note 2. The rates should be quoted both in figures and words.

**It is hereby certified, that, the quoted Lump-sum cost per month is the aggregate of basic remuneration and all the statutory obligations, namely, ESI, EPF, Bonus, Gratuity, Uniform Outfit, Service provider's charges, Service Tax etc.) and North DMC is not liable for any errors due to wrong entries done by me/us.**

**Name & Signature of the authorized signatory of the Tenderer**

### **FORM OF AGREEMENT**

THIS AGREEMENT is mad on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) between the Director/RBIPMT (hereinafter called “the Department” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of one part AND \_\_\_\_\_ (Name and address of the Contractor) through Shri \_\_\_\_\_, authorized representative (herein after called “the Contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Multi Tasking Workers services to the Rajan Babu Institute for Pulmonary Medicine & Tuberculosis.

#### **NOW THIS AGREEMENT WITNESSTH as follows:**

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the contract conditions and service level of the contract hereinafter referred to as bid documents.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Letter of acceptance of award of contract;
  - b. General/Special conditions of the contract and Service Level;
  - c. Notice Inviting Tender;
  - d. Financial Bid;
  - e. Scope of Service;
  - f. Addendums, if any; any
  - g. Any other document forming part of the contract.
3. This agreement is for a normal contract of six months unless terminated earlier as per the contract conditions. This is extendable for an additional period.
4. The contractor agrees that in course of providing the requisite services, it will deploy required number of Multi Tasking Workers as per the bid documents and they will be employees of the contractor for the purpose of this agreement and not of the department.
5. In consideration of the payment to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Department to execute and provide the Multi Tasking Workers services w.e.f. \_\_\_\_\_ as per the provisions of this agreement and the bid document.
6. The Department hereby convents to pay the Contractor in consideration of the execution and completion of the services as per this agreement and tender document at the rate of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ (in words) per month. The service tax shall be paid in addition by the department which the contractor shall deposit with the Service Tax Department regularly.

7. The Contractor shall also timely disburse through electronic transfer mode to the employees the wages which should be compliant to the prevailing minimum wages and shall mandatorily include EPF, ESI, Bonus etc as admissible.
8. The contractor shall not pay the wages less than what is legally admissible to be paid to the Multi Tasking Workers employed by the contractor. The wages to be should not be less than the Govt. minimum wages and should also include such other statutory payment as ESI, EPF, Bonus etc., at such rules as admissible under the law. Any violation in this regard may result into the forfeiture of the Performance security in addition in any other action as deemed appropriate.

**IN WITNESS THEREOF:** the parties hereto have signed the Agreement on the day and the year written above.

For and on behalf of the  
Contractor

Director/RBIPMT

Authorized Signatory  
Name  
Designation  
Seal of Contractor

Seal of Department

1. Witness \_\_\_\_\_ (From the Department side)
2. Witness \_\_\_\_\_ (From the Contractor side)

Note: the person signing the agreement on behalf of Contractor shall be either proprietor himself or one of the authorized person or one of Directors in case of bidding company.

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of Bank) (hereinafter called the “Bank”) of the one part and \_\_\_\_\_ (Name of the department)(hereinafter called the “Department”) of the other part.
2. WHEREAS \_\_\_\_\_ (Name of the Department) has awarded the contract for Multi Tasking Workers service contract at agreed rates (hereinafter called the “Contract”) to M/s \_\_\_\_\_ (Name of the contractor) (hereinafter called the “Contractor”).
3. AND WHEREAS THE Contractor is bound by said contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and Words).
4. NOW WE the undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full Name of the Bank), hereby declare that the said Bank will guarantee the department the full amount of Rs. \_\_\_\_\_ (Amount in figures and Words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the department for any liability of damage resulting from any defects or shortcomings of the contractor or the debts he may have incurred to any parties involved in the works under the contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the department immediately on demand without delay without reference to the contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor.

The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under the guarantee shall be absolute and unequivocal.

6. This guarantee is valid for a period of \_\_\_\_\_ months from the date of signing (the initial period for which this Guarantee will be valid must be for at least sixty days longer than the anticipated expiry date of the contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated under para 5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or the Contractor.
9. The neglect or forbearance of the department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the Bank have signed and sealed the guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) being herewith duly authorized on behalf of the \_\_\_\_\_ (Bank).

Signature of authorized Bank Official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. NO. \_\_\_\_\_

Stamp seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by above named \_\_\_\_\_ in the presence of

Witness-1

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2

Signature: \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_



(On a Stamp Paper of Rs. 100/-)  
(To be Uploaded on E-Tender Platform)

**UNDERTAKING**

To

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

\_\_\_\_\_  
(Designation of Officer issuing NIT)

Name of the Bidding Firm/Agency \_\_\_\_\_

Name of the Tender \_\_\_\_\_ Due date \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in bid document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I/We agree to abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like provident Fund Act, ESI, Bonus, Gratuity, Leave, Uniform and Allowance thereof and any other charges applicable time to time. I/We will pay the wages to the personnel deployed as per Minimum wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide minimum 10% of Multi Tasking Workers as female staff.
5. I/We do hereby undertake to provide required service to the Department. Our service shall be covered under "Fidelity Bond" through insurance agency for minimum sum of Rs. \_\_\_\_\_ Lakhs (Rupees in Words). The Insurance charge for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.
6. In case of non-compliance of any of the terms and conditions laid down in the bid document & agreement. The Department may take necessary action against us as deemed fit under the provisions of law.

Signature \_\_\_\_\_

(Name of the Authorized Person)

Name and Address of the Bidding Firm \_\_\_\_\_

Telephone No. \_\_\_\_\_

Seal of the Bidding Firm