

**NOTICE INVITING TENDER (NIT)**

**NIT No. 11828 dated 05.10.2016 for outsourcing of agency for complete sanitation and house keeping with collection, segregation, storage and safe transportation of Biomedical waste at Rajendra Institute of Medical Sciences, Ranchi**

1. The Director, Ranjendra Institute of Medical Sciences (RIMS) invites sealed Bids for in two bid systems for **“Selection of Agency for Housekeeping and Facility Management Services in RIMS”** through sealed tender as detailed in the Bidding Document under section **Scope of work**.
2. **Brief Scope of Work:-**  
The aim and objective is to provide a high level of a clean, hygienic and presentable look to RIMS detailed under the section **Scope of work**.
3. **Award Methodology:** -Bidder shall be awarded considering least cost to RIMS, Govt. of Jharkhand i.e. L1 (Lowest Bidder). Bidder qualifying the Technical bid and meeting the pre-Qualifying criteria shall only be considered for opening of Price Bids. For details regarding “Methodology for selection of Contractor” refer **Instruction to Bidders (ITB)**.
4. **Salient Features of Bidding Document:-**

Sl. No.	Details	Timelines/other Particulars
a.	<b>Bidding Document Fee (Non-Refundable)</b>	Rs. 5,000/- ( Rupees Five Thousand) in the form of crossed demand draft in favour of Director, RIMS Ranchi payable at Ranchi should be deposited before uploading the bid in the e procurement portal of the Tender Inviting Authority.
b.	<b>Bid Security / Earnest Money Deposit (EMD)</b>	Rs. 5,00,000/- (five lakhs only) in the form of crossed demand draft in favour of Director, RIMS, Ranchi ,payable at Ranchi should be deposited before uploading the bid in the e procurement portal of the Tender Inviting Authority.)
c.	<b>Pre-Bid Conference</b>	25.10.2016 at 12:30 P.M at RIMS Administrative Conference hall
d.	<b>Last Date and time for submission of Bids</b>	28.11.2016 till 04:30 P.M

Sl. No.	Details	Timelines/other Particulars
e.	<b>Opening of Technical Bid-PART A</b>	29.11.2016 at 12:30 P.M. in RIMS Administrative Conference Hall.

**Note:-** If any of the cut-off date identified above happens to be holiday, the next working day shall be implied.

5. The complete Bidding document is available on the website [www.rimsranchi.org](http://www.rimsranchi.org) The Tenders should be submitted through speed post or registered post only.

## 6. BIDDER'S QUALIFICATION CRITERIA (BQC)

### 6.1. EXPERIENCE CRITERIA

6.1.1. The Bidder must have an experience of handling the housekeeping work in reputed organization including Govt. & PSUs for at least three years supported by documentary evidence and must have among list of big clients, at least three Govt./Semi-Govt./PSUs/ Listed Companies (in BSE/ NSE).

6.1.2. The Bidder should have successfully completed 02 Nos. of similar work during last three financial years ..... and a single Work Order of value not less than Rs. 1,00,00,000/- (One Crore) during last three financial years.

6.1.3. The Bidder must be registered with the following statutory authorities and must also furnish attested copies of supporting documents:-

a) ESIC, EPF, INCOME TAX AND SERVICE TAX

b) Registration certificate under contract labour (R & A) Act 1970

c) Any other registration / licence which is mandatory for such agencies stipulated by concerned authorities from time to time such as Storage of Hazardous Chemicals.

6.1.4. The Bidder should have sufficient employees on its rolls specifically trained for housekeeping work. List of two hundred employees, viz., name, age, employee code, designation, experience in the field of housekeeping, PF, ESI details etc. should be attached with the technical Bid. Document in support of Service tax, ESI, EPF deductions and details of the health and safety measures, the bidder takes for his workers should also be attached with the technical bid.

6.1.5. The Bidder should have a valid labour license and license for providing Pest control and storing chemicals used for the same including Hospital Waste Management (other than Bio Medical Waste) services as applicable.

6.1.6. The Bidder should have at least one hundred fifty no. of captive manpower on his payroll on the day of filing the tender. The tenders having captive manpower less than this will be rejected.

### 6.2. FINANCIAL CRITERIA

Bidder shall meet the financial criteria under para below:

- 6.2.1. Bidder shall have minimum Average Annual Turnover of Rs. 1,50,00,000/- (One crore fifty lakhs) in the last three financial years.
- 6.2.2. Net Worth of the Bidder should be positive as per the latest audited financial statement.

#### **GENERAL TENDER REQUIREMENTS**

- 6.3. Tender Inviting Authority reserves the right to assess Bidder's capability to execute the work using in house information and by taking into account various aspects such as performance on the existing works being executed by them for the Tender Inviting Authority (TIA) during evaluation of bids & REJECT THEM IF FOUND INCAPABLE.
- 6.4. Bidder who has been currently blacklisted either by the Tender Inviting Authority or by any State Government or Central Government Organization will not be allowed to participate in the tender during the period of blacklisting. An under taking in this regard is to be furnished.
- 6.5. The Bidder must furnish all necessary documents such as copies of work order /contract agreement clearly indicating scope of work and value of the contract, Annual Report including audited Balance Sheets or Audited Financial Statements, Audited Profit & Loss Account , Service Tax Return etc. along with the Bid in support of their meeting experience & Bidder's Financial Qualification Criteria. TIA reserves the right to complete the evaluation based on the details furnished by the bidder in the first instance along with their bid without seeking any additional information.
- 6.6. All supporting documents, pertaining to Bidder Qualification Criteria submitted by the bidder shall be attested/notarized copies, duly signed, dated and stamped. However, this requirement is not applicable to "Published Annual Reports".
- 6.7. Bids not accompanied with requisite Tender Document Fee & Bid Security/EMD or not in the requisite form shall be considered as non-responsive and such Bids shall be rejected.
- 6.8. Late Bid(s) shall not be accepted.
- 6.9. TIA shall not be responsible for any costs or expenses incurred by Bidder in connection with the preparation, site-visit and other expenses incurred during bidding process.
- 6.10. Bids shall be uploaded in the e procurement portal within the date and time as specified above in **section 4**. Time and date of opening of Price Bids shall be intimated only to qualified and Techno-commercially acceptable Bidder(s) at a later date. Incomplete offers shall not be considered for evaluation.
- 6.11. Bids sent through Fax/ E-Mail shall not be accepted

#### **INSTRUCTION TO BIDDERS**

##### **A. GENERAL**

##### **1. INTRODUCTION**

- 1.1. **NATURE OF PROCUREMENT INVOLVED:** - **Selection of Agency** to provide a high level of a clean, hygienic and presentable look to the health facility.

1.2. It shall be Bidder's responsibility to have thorough understanding of the referenced documents, site conditions and specifications (if any) included in the Bidding Document.

1.3. Interested eligible bidder may obtain further information from the office of the Tender Inviting Authority.

## **2. BIDDING DOCUMENT, CLARIFICATIONS AND AMENDMENT**

### **2.0. BIDDING DOCUMENT**

2.1. A complete set of Bidding Document may be downloaded by any interested eligible person from the website [www.rimsranchi.org](http://www.rimsranchi.org)

2.2. The tender document fee and Earnest Money Deposit as mentioned above should be deposited before opening of technical bid to the office of the tender inviting authority. Bidding document without tender fees and EMD will not be accepted.

2.0. The Bidder shall bear all costs associated with the preparation and delivery of its Bid, including costs and expenses related to visits to the site and the Tender Inviting Authority will in no case be responsible or liable for these costs regardless of the outcome of the bidding process.

2.1. The Bidding Document shall be read in conjunction with any Amendment/ Corrigendum issued in accordance with Clauses mentioned in para 4 below of Instruction to Bidders.

2.2. Although the details presented in this Bidding document have been compiled with all reasonable care, the Bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document and Bidder to ensure that the information provided is adequate and clearly understood.

2.3. Bidding Document is non-transferable in other's name and shall at all times remain the exclusive property of the Tender Inviting Authority with a license to the Bidder to use the Bidding Document for the limited purpose of submitting the bid.

### **3. CLARIFICATION OF BIDDING DOCUMENT**

3.0. Bidder shall examine the Bidding document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, bidder may request information/ clarification /query of the Bidding Document in writing after the Pre Bid Meeting. At any time prior to the date of submission of tender, the Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by an amendment and will upload a Corrigendum at the e procurement portal only. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at its discretion, extend the date and time for submission of tenders.

3.1. Any failure by Bidder to comply with the aforesaid requirement shall not excuse the Bidder, after subsequent award of contract, from performing the work in accordance with the agreement.

- 3.2. Bidders are requested to resolve all their clarifications/queries to the Bidding Document before due date of uploading of bid. Thereafter bidders are requested to submit their bid in total compliance to Bidding Document without any deviation/stipulation / clarification/assumption. Accordingly, bidder must submit format for "**Compliance to bid requirement**" as per **Form-C** duly filled in along with Technical bid. In case of bids not conforming to bidding document in totality and/or non-accompanied by necessary documents as asked for in the bidding document, Tender Inviting Authority reserves the right to reject such bids without recourse to the Bidders.
- 3.3. The responses to Bidder's queries/ clarifications raised will be furnished as expeditiously as possible to all who have downloaded the Bidding Document. The response shall not form part of Bidding Document unless issued as an Addendum/ Amendment/ Corrigendum.
- 3.4. Clarification sought within last 7 days before Bid submission (i.e. after the allotted timelines for receipt of queries) shall not be entertained. However, Tender Inviting Authority may at its discretion assess the nature of queries and materiality and accordingly information shall be provided to all the prospective bidders.

#### **4. AMENDMENT OF BIDDING DOCUMENT**

- 4.0. At any time prior to the deadline for submission of bids, the Tender Inviting Authority may issue amendment in the form of Addendum/Corrigendum during the bidding period or subsequent to receiving the bids. Any Addendum/Corrigendum thus issued shall become part of Bidding Document and Bidder shall submit a copy of the Addendum/ Corrigendum duly signed and stamped in token of his acceptance. Addendum/ Corrigendum shall be uploaded in the website [www.rimsranchi.org](http://www.rimsranchi.org). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at its discretion, extend the date and time for submission of tenders.
- 4.1. In case Addendum/Corrigendum is issued during the bidding period, Bidder shall consider its impact on its bid. In case Addendum/Corrigendum is issued subsequent to receipt of bids, Bidder shall follow the instructions issued along with Addendum/Corrigendum with regard to submission of impact on quoted price / revised price, if any.
- 4.2. The Bidding Document is and shall remain the exclusive property of the Tender Inviting Authority without any right to Bidder to use them for any purpose except for the purpose of Bidding.
- 4.3. On no account will any agency to whom Bidding Document is furnished, part with possession thereof or copy or take copies or tracings of any drawing, plan etc. It should be understood that the information therein is confidential, and that the Bidding Document are therefore being furnished to Bidder in the strictest confidence.

#### **B. PREPARATION OF BID**

#### **5. LANGUAGE OF BID**

- 5.0. The Bid prepared by the Bidder, all correspondence and documents relating to the bid exchanged by the Bidder and the TIA shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

## **6. COMPLIANCE TO BID REQUIREMENT**

- 6.0. It is expected that Bidder will submit bid strictly based on the terms and conditions and specifications contained in the Bidding Document and will not stipulate any deviations. Should it, however, become unavoidable, deviations should be separately and specifically stipulated only in the prescribed Proposal FORM-D. In case Bidder stipulate deviations, Tender Inviting Authority have the right to reject or load quoted price appropriately as assessed by Tender Inviting Authority at its absolute discretion without giving any opportunity for such Bidder to make good such deficiency.

### **6.1. Unsolicited Post Tender Modifications**

- 6.2. Bidders are advised to quote as per terms and conditions of the Bidding Document and not to stipulate deviations/ exceptions. Once quoted, the Bidder shall not make any subsequent price changes, whether resulting or arising out of any technical/commercial clarifications and details sought on any deviations, exceptions or stipulations mentioned in the bid unless any Amendment to Bidding Document is issued by RIMS. Similarly, no revision in quoted price shall be allowed should the deviations stipulated by him are not accepted by Tender Inviting Authority and are required to be withdrawn by him in favour of stipulation of the Bidding Document. Any unsolicited proposed price change is likely to render the bid liable for rejection.

## **7. DOCUMENTS COMPRISING BID**

- 7.0. The Bid should be prepared by the Bidder and shall be submitted in two parts viz. Part-A & Part-B
- 7.0.1. **PART - A - Technical Bid**
- 7.1. **PART- B - Price Bid**
- 7.2. **TECHNICAL BID (PART-A) :-**The Technical Bid prepared by the Bidder shall comprise the following components:
- 7.2.1. Bid Form as per **FORM-A1 & A2**.
- 7.2.2. Power of attorney in favour of signatory (ies) of the bid,
- 7.2.3. Details of experience in last 03 years as per **FORM- B**
- 7.2.4. Attested/Notarised Copy of Partnership Deed in case of partnership firm or Certificate of Incorporation in case of Company or affidavit in case of Proprietary Firm.
- 7.2.5. Compliance to Bid requirement as per **FORM-C** or in case of Deviation/ Exceptions (Bidder is requested not to stipulate any deviation), as per proposal **FORM-D**. (Sheet- 1 for Commercial Section and Sheet-2 for Technical Section).

- 7.2.6. Check List duly filled in as per **FORM-E**.
- 7.2.7. Reply to Commercial Questionnaire as per **FORM-F**.
- 7.2.8. Details regarding PF as per **FORM-G**.
- 7.2.9. Financial Details as per **FORM-H duly certified by a Practicing Chartered Accountant**.
- 7.2.10. Technical offer and Engineering details, if any, required as per Bidding Document.
- 7.2.11. Any other information required in the Bidding Document or considered relevant by the Bidder.

7.3. **PRICE BID (Part-B)** shall consist of the following:-

- 7.3.1. Price Bid as per BOQ.

## **8. BID PRICES**

- 8.0. Bidder shall quote price after careful analysis of cost involved for performance of the work considering all parts of the Bidding Document.
- 8.1. The prices shall be based on conditions specified in General Service Contract Conditions, Special Conditions of Contract, Scope of Work, Scope of Supply, Technical Specifications, Drawings and other contents of Bidding Document.
- 8.2. Prices quoted should be inclusive of all Taxes, Duties, Packing and Forwarding charges, Transit Insurance, Transportation and Handling charges.
- 8.3. Prices quoted by the Bidder, shall remain firm and fixed and valid until completion of the Contract except as specified in the Bidding document.
- 8.4. Conditional rebate, if offered, shall not be considered for evaluation unless such bidder happens to be L1 without considering such rebate.
- 8.5. Bidder shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work. Tender Inviting Authority shall deduct Taxes as applicable from the payments due to the Bidder under the contract.

## **9. CURRENCIES OF BID AND PAYMENT**

- 9.0. Bidders shall quote the prices in Indian Rupees only in case of National Competitive Bids.
- 9.1. All payments to be made by Tender Inviting Authority shall be made in Indian Rupees only.

## **10. BID VALIDITY**

- 10.0. Bid submitted by Bidder shall remain valid for a minimum period of 03 (Three) months from the date of opening of (Part-A) Technical Bid. Bidders shall not be entitled during the said period of three months, without the consent in writing of the Tender Inviting Authority, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of Bidders revoking or cancelling their Bid or varying any terms in regard thereof

without the consent of Tender Inviting Authority in writing, Tender Inviting Authority shall forfeit EMD paid by them along with their bids.

- 10.1. Tender Inviting Authority may solicit the bidders consent to an extension of the period of validity of bid. The request and the responses there to shall be made in writing. If the Bidder agrees to the extension request, the validity of EMD shall also be suitably extended or separate Demand Draft shall be obtained. However, bidders agreeing to the request for extension of validity of bid will not be permitted to modify the bid.

## **11. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)**

- 11.0. Bidder shall furnish, as part of its Bid, a Bid Security for an amount as indicated in the Notice Inviting Tender. The Bids not accompanied with Bid Security or Bid Security not as per Performa given in the Bidding Document shall be considered as non-responsive and such Bids shall be rejected.
- 11.1. The bid security (interest free) in favour of “Director, RIMS”, payable at Ranchi for the amount indicated in Notice Inviting Tender shall be in the form of demand draft drawn on any Indian Nationalized Scheduled Bank.
- 11.2. Bid securities of unsuccessful Bidders will be discharged or returned, as promptly as possible upon award of Contract.
- 11.3. Bid Security of the successful Bidder will be discharged or returned upon the Bidder's executing the Contract, and furnishing the performance guarantee.
- 11.4. The bid security may be forfeited:
  - 11.4.1. If Bidder submits False/Forged Document as called for in the Bidding document.
  - 11.4.2. if a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form, or
  - 11.4.3. if a Bidder modifies his bid during the period of Bid Validity except if such modification is solicited by Tender Inviting Authority in writing, or
  - 11.4.4. if a Bidder does not accept the correction of arithmetical errors, or
  - 11.4.5. in case of a successful Bidder, if the Bidder fails, within the specified period:
    - a. To sign the Contract.
    - b. To furnish the Contract Performance Security.
- 11.5. The bid security shall be denominated in the currency as mentioned in Notice Inviting Tender.

## **12. ARRANGEMENT OF BID**

- 12.0. The Bidder shall prepare one copy of the Techno-commercial bid (Part A) and one copy of Price Bid (Part B), clearly marking as: “PART A- TECHNO- COMMERCIAL BID” and “PART B-PRICE BID” as appropriate.
- 12.1. The copies of the bid shall be typed or written in indelible ink and shall be signed by person(s) duly authorized to sign on behalf of the Bidder. All pages of bid shall be stamped and initialed by person(s) signing the bid.



- 12.2. Master Index enclosed with Bidding Document duly signed and stamped by the Bidder in token of having received and read all parts of the Bidding Document and having accepted and considered the same in preparing and submitting the Bid.

### **C. BID SUBMISSION**

#### **13. DEADLINE FOR SUBMISSION OF BIDS**

- 13.0. Bids must be submitted by the time and date mentioned in the Notice Inviting Tender at the address stated therein.
- 13.1. The Tender Inviting Authority or its authorized representative(s) may, at its discretion, extend the deadline for submission of bids by issuing an Amendment, in which case all rights and obligations of the Tender Inviting Authority and the Bidder previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### **14. LATE & DELAYED BIDS**

- 14.0. Any bid received by the Tender Inviting Authority after the deadline for submission of bids will be declared "Late" and rejected and returned unopened to the Bidder.
- 14.1. **Delayed Bid:-**Any Bid sent by Bidder before the due date of submission and received after the due date shall be termed as Delayed Bids. Such Bids shall be considered for evaluation purpose at the discretion of RIMS-Jharkhand.

#### **15. MODIFICATION AND WITHDRAWAL OF BIDS**

- 15.0. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Tender Inviting Authority prior to the deadline prescribed for submission of bids.
- 15.1. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of procedure for submission of bids. A withdrawal notice may also be sent by email/post/fax but must be followed by signed confirmation copy. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder.
- 15.2. No bid shall be modified after the deadline for submission of bids.

### **D. BID OPENING AND EVALUATION**

#### **16. OPENING OF PART A - TECHNICAL BIDS**

- 16.0. The Technical part of the Bid shall be opened in the presence of attending representatives of Bidder. Number of representative will be restricted to maximum one person. The Bidder's representative who is present shall sign a Bid opening statement evidencing their attendance.
- 16.1. The Bidder's names, modifications and Bid withdrawals, and the presence or absence of requisite Bid Security/EMD, and such other details as the Tender Inviting Authority at its discretion, may consider appropriate, will be announced, at the opening.

#### **17. QUALIFICATION OF BIDDERS**

- 17.0. Tender Inviting Authority will examine the bids to determine whether they are complete, whether required bid securities/EMD have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 17.1. The bids without requisite Bid Security (as applicable) will not be considered and bids of such bidders shall be rejected.
- 17.2. Bidder(s) intending to participate shall fulfill the Qualification Criteria specified in the Notice Inviting Tender. The experience and financial details submitted by the Bidders shall be evaluated with respect to the Qualification Criteria specified in the Notice Inviting Tender. Bidders are requested to submit all Qualification details along with relevant supporting documents in the first instance itself as Tender Inviting Authority may finalize the Qualification based on details submitted without asking for any additional details.
- Bids of only those Bidders who are found to Qualify based on the Qualification Criteria specified in the Notice Inviting Tender shall be considered for detailed Techno-Commercial evaluation. Decision of Tender Inviting Authority in this regard shall be final and binding.
- 17.3. While evaluating the Bidder's conformity with Experience Criteria, the following consideration shall be applied:
- 17.3.1. Only such works shall be taken in to consideration, the details of which have been submitted by the Bidder as per FORM-B of Proposal Forms along with copy of WO/notification for award as specified in Bidder Qualification Criteria specified in the Notice Inviting Tender.
- 17.3.2. Copy of WO for award of work is a mandatory document, which establishes that the Bidder has been awarded a work, which is claimed to be meeting the experience criteria.
- 17.3.3. In case the above mandatory documents are not enclosed with FORM-B of Proposal Forms, such work shall not be considered in evaluation for meeting the Experience Criteria

## **18. CLARIFICATION OF BIDS**

- 18.0. Tender Inviting Authority, if necessary, will obtain clarifications on the Bid by requesting for such information/ clarifications from any or all Bidders, either in writing or through personal contact, as may be necessary. Bidder will not be permitted to change the price or substance of Bids after opening of Bids.
- 18.1. Bidder shall submit all additional documents as required.

## **19. EVALUATION OF TECHNICAL BID**

- 19.0. Prior to detailed evaluation of bids, the Tender Inviting Authority will determine whether each bid (i) is substantially responsive to the requirements of the Bidding Document; and (ii) provides any clarifications and/ or require pursuant to clause 18.0. Bids without EMD, unless exempted will be out rightly rejected.

- 19.1. A substantially responsive bid is one, which conforms to all the terms and conditions and requirements of the Bidding Document without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality, or performance of the works; (ii) which limits in any substantial way, inconsistent with the Bidding Document, the Tender Inviting Authority's rights or Bidder's obligation under the Contract.
- 19.2. If bid is not substantially responsive, the Tender Inviting Authority shall have full authority to reject the same.
- 19.3. Bidder shall not be allowed to submit any Price Implication or Revised Price after submission of Bid, unless there is change in the stipulations of the Bidding Document and such changes are incorporated through an Amendment/Corrigendum. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered as acceptable and no Amendment is issued, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations in favour of stipulations of the Bidding document and Bidders would not be eligible for submission of Price Implication/Revised Price, failing which such Bid(s) shall be considered as non responsive and rejected.
- 19.4. Tender Inviting Authority reserves the right to use in-house information for assessment of capability of bidder and their performance on last completed job.

## **20. OPENING OF PART B - PRICE BID**

- 20.0. Priced commercial part of only those Bidders whose bids are considered Techno Commercially acceptable shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Bidders may depute their authorized representative to attend the opening. During price bid opening, only total price and rebate as quoted shall be read out.

## **21. EVALUATION OF PRICE BIDS**

- 21.0.1. Any uncalled for lump sum/percentage or adhoc reduction/ increase in prices, offered by the Bidders after opening of the prices, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value.

## **22. CONTACTING THE TENDER INVITING AUTHORITY OR HIS AUTHORISED REPRESENTATIVE(S)**

- 22.0. Bidder is advised not to contact Tender Inviting Authority or its authorized representative(s) on any matter relating to its bid from the time of Bid opening to the time CONTRACT is awarded, unless requested to in writing. Any effort by the Bidder to influence the TIA authorized representative(s) in any of the decision in respect of Bid evaluations or AWARD OF CONTRACT will result in the rejection of Bid.

## **E. AWARD OF CONTRACT**

## **23. METHODOLOGY FOR SELECTION OF CONTRACTORS**

- 23.0. The evaluation of bids for Selection of Bidders for Part-B shall be on least cost to Tender Inviting Authority(i.e. L1) basis.
- 23.1. Bidder with the lowest evaluated price shall be considered for award.
- 23.2. In case there are more than one bidder at the same position, then to arrive at a decision for award of job, the short listing of the bidder shall be done based on the ranking of annual turnover during the year ending 31st March, 2016. i.e. the bidder having higher turnover shall be considered first and so on. However, in case the turnover also happens to be the same for various bidders then the bidder who has better experience in terms of execution of single order value will be considered.

#### **24. RIGHT TO ACCEPT OR REJECT ANY BID**

- 24.0. The Tender Inviting Authority reserves the right to accept or reject Bid and to annul the Bidding process and reject the Bid at any time prior to award of contract, without thereby incurring any liability to the affected Bidder, without any obligation to mention the grounds or the reasons for the TIA's action.
- 24.1. Tender Inviting Authority also reserves the right to negotiate the quoted prices before award of work.

#### **25. NOTIFICATION OF AWARD**

- 25.0. The Tender Inviting Authority will notify the successful Bidder by issuance of WO that their bid has been accepted. The WO will constitute the formation of a Contract until the Contract agreement has been signed.

#### **26. CONTRACT AGREEMENT**

- 26.0. Contract documents for agreement shall be prepared after the acceptance of bid. Until the final contract documents are prepared and executed this bid document together with the annexed documents, modifications, deletions agreed upon by the Tender Inviting Authority and Bidder's acceptance thereof shall constitute a binding contract between the successful Bidder and the Tender Inviting Authority based on terms contained in the aforesaid documents and the finally submitted and accepted prices.
- 26.1. The Contract document shall consist of the following:
- 26.1.1. Original Bidding Document along with its enclosures issued.
- 26.1.2. Amendment/Corrigendum to original Bidding Document issued, if any.
- 26.1.3. WO.
- 26.1.4. Detailed letter of Award/Acceptance along with enclosures attached therewith.
- 26.1.5. **SIGNING OF CONTRACT**

The successful Bidder shall be required to execute an AGREEMENT in the proforma given in the Bidding Document FORM K on non-judicial stamp paper of appropriate

value (the cost of stamp paper shall be borne by the contractor) within 15 days of the receipt of Notification of acceptance of tender. In the event of failure on the part of the successful Bidder to sign the agreement within the above stipulated period, the bid security shall be forfeited and the Notification of acceptance of tender shall be considered as cancelled.

**27. CONTRACT PERFORMANCE SECURITY**

27.0. Within Fifteen (15) days from the date of notification of award of works by the TIA, the successful Bidder shall furnish the required Contract Performance Security for an amount equal to 10 % (ten Percent) of the total Contract Price in the form of a Bank Guarantee valid for a period of 12 months/FDR pledged in favour of RIMS. However, if the supplier fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed and the amount will be forfeited by TIA.

27.1. Failure of Bidder to comply with requirement of clauses 26 and 27 above shall constitute sufficient grounds for annulment of the award of work and forfeiture of bid security.

27.2.

**FORM- A1**

**Bid Form**

**To,  
The Director,  
RIMS, Ranchi**

**Dear Sir,**

After examining/reviewing the Bidding Document for General Service and Special Conditions of Contract and schedule of rates etc. the receipt of which is hereby duly acknowledged, We, the undersigned are pleased to offer to execute the whole of the Job/supply of.....and in conformity with, the said Bid Documents, including Addenda No's.....

We confirm that this bid is valid for a period of three (03) months from the date of opening of Technical Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the Contract Performance Security equal to 10 % (Ten per cent) of the Contract Price, for the due performance within fifteen days of such award.

Until a final Agreement is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intent of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

**Place:-**

**Signature of Authorized Signatory**

**Date:-**

**Name:-.....**

**Designation:-.....**

**Seal:-.....**

**Tender No:-.....**

**Offer No & Date:-.....**

**FORM- A2**

**Bid Form**

**To,  
The Director,  
RIMS, Ranchi**

**Dear Sir,**

We,..... do hereby declare that presently we do not stand blacklisted by any Central or State Government organization or debarred from participating in tenders of such organization and are therefore eligible to participate in Tender No..... Date..... for housekeeping & sanitation.

**Place:-**

**Signature of Authorized Signatory**

**Date:-**

**Name:-.....**

**Designation:-.....**

**Seal:-.....**

**Tender No:-.....**

**Offer No & Date:-.....**





**FORM- C**

**COMPLIANCE TO BID REQUIREMENTS**

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Document and Addendum(s) to the Bidding Document, if any, for subject work issued by RIMS.

We hereby further confirm that any terms and conditions if mentioned in our bid (Technical as well as Price Bid) shall not be recognized and shall be treated as null and void.

**SIGNATURE OF BIDDER :** \_\_\_\_\_

**NAME OF BIDDER :** \_\_\_\_\_

**COMPANY SEAL :** \_\_\_\_\_





**FORM E**

<b>CHECK LIST FOR SUBMISSION OF BID</b>		
Bidder is requested to fill this check list and ensure that all details/documents have been furnished as called for in the Bidding Document along with duly filled in, signed & stamped checklist with each copy of the "Technical Bid" (Part – A)".		
Please tick the box and ensure compliance:		
<b>Sl. No.</b>	<b>Particulars</b>	<b>Page No.</b>
1	Bid Form Letter as per FORM-A1 & A2	
2	Power of Attorney in Favour of the person who has signed the bid on stamp paper of Appropriate value.	
3	Past Experience as per FORM-B	
4	Copies of Work Order.	
6	Compliance to Bid Requirement as per FORM-C.	
5	Exceptions/ Deviations as per FORM-D both technical and commercial part	
6	Reply to commercial questionnaire as per FORM-F with Bidder's reply/ confirmation for each Sl. Nos.	
7	Details of PF Registration as per FORM-G	
8	Financial Details as per FORM-H (a) & H (b)	
9	Reply to Technical questionnaire (if enclosed in technical part) with Bidder's Reply/ Confirmation for each Sl. No.	
10	Price Bid as per Form I	
11	Technical Details/ Documents specified in Technical part.	
12	EMD & Cost of Bidding Document	
13	Any other documents as desired in the Bid Document	
<b>Confirm the Following</b>		
1	All pages of the bid have been page numbered in sequential manner.	
2	The bid has been submitted in requisite number of copies as specified in Special Instructions to Bidders	
3	Master Index and Copy of Addendum/ Amendment, if any, has been submitted along with offer, duly signed and stamped on each page.	
4	Blank copy (without price) of Schedule of Rates duly signed and stamped on each page has been submitted.	
<b>Signature of Bidder</b>		
<b>Bidder's Name</b>		
<b>Company Seal</b>		

**FORM No F**

<b>COMMERCIAL QUESTIONNAIRE</b>		
Bidder's reply/ confirmation as furnished in the Commercial Questionnaire shall supersede the stipulations mentioned elsewhere in their bid.		
<b>Sl. No.</b>	<b>Particulars</b>	<b>Bidder's Reply/Confirmation</b>
1	Confirm that your Bid is valid for 90 days from the last date of submission of Bid.	
2	Confirm that the following documents are submitted with Part-A Technical Bid:	
a	All documents as per CHECK LIST.	
b	Master Index is submitted in Technical Bid duly signed and stamped on each page.	
c	Copy of Addendum/ Amendments as a token of acceptance (Applicable, if issued).	
3	Confirm that price has been submitted with "PART B Price Bid" in One original.	
4	<b>SCHEDULE OF RATES/PRICE</b>	
A	Confirm that rate/ price has been quoted for all items of SOR.	Not Applicable
B	Confirm that deviation/terms & conditions are not mentioned in the price part. In case any terms and condition is mentioned in the price part, the same shall be treated as null and void.	
C	Confirm that correction fluid is not used in the price part. (In case of any correction, the same shall be signed and stamped by authorized signatory.)	
5	Confirm your compliance to TERMS AND CONDITIONS of Bidding Document.	
6	Confirm that you have studied complete Bidding Document including Technical and Commercial part and your Bid is in accordance with the requirements of the Bidding Document.	
7	Confirm your compliance to total Scope of Work mentioned in the Bidding Document.	
8	Confirm your acceptance for 'Scope of Supply' mentioned in the Bidding Document and confirm that all materials shall be supplied as per Standards and Specification.	Not Applicable
9	Confirm your acceptance for Time Schedule as mentioned	

	in Bidding Document.	
10	Confirm that your quoted price includes all taxes & duties as applicable for this Work in accordance with the provision of GSCC and SCC.	
11	Confirm that your quoted price includes all types of insurance as per the provisions of GSCC and SCC.	Not Applicable
12	Confirm that all costs resulting from safe execution of Work, such as safety practices, use of protective clothing, safety glasses and helmet, safety precaution taken during monsoon, or any other safety measures to be undertaken by the Contractor for execution of work are included in the quoted rates.	
13	Confirm that while submitting your price, you have taken consideration of scope of supplies, scope of work and technical requirement mentioned in Bidding Document.	
14	Confirm that you are meeting the Experience Criteria as mentioned in Notice Inviting Tender, and you have submitted Experience Details as per FORM-B of Proposal Forms along with all the details.	
15	Confirm that you are meeting the Financial Criteria as mentioned in Notice Inviting Tender and you have submitted all the details as per FORM – H (a) and FORM–H (b) of Proposal Forms along with all the details.	
16	Please confirm that your Bid does not have any deviation to terms and conditions of the Bidding Document. In case of deviations, confirm that the same have been highlighted separately.	
17	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
18	Confirm that the quoted landed price of the item is inclusive of cost of packing and forwarding charges, freight, insurance and all duties and taxes viz. Excise Duty, Sales Tax/VAT	Not Applicable
19	Confirm furnishing of price break-up of each item showing basic price of item and Tax/VAT as % (age) of basic price to arrive at landed price.	
20	It is noted that the statutory variations in taxes and duties within the contractual delivery period shall be borne by the purchaser.	
21	If there is any variation of fresh imposition of Excise duty at the time of supply due to various reasons, including turn-	Not Applicable

	over, confirm that the same shall be borne by Contractor	
22	If clause 21 above is not acceptable, advice maximum possible rate of additional ED chargeable, this shall be loaded to your price.	Not Applicable
23	Confirm that in case any new or additional duties taxes are imposed after the contractual delivery due date to delays attributable to the Contractor the same shall be borne by the Contractor. This will be in addition to Price Reduction for Delay in Delivery	
24	In case of idle workers or workers not performing upto mark or absence of workers there shall be reduction from payments of contractor @ double the charges of per man per shift.	
25	Confirm acceptance of Delivery Period as indicated in the Bid Document	Not applicable
26	Confirm acceptance of relevant payment terms specified in the Bid Document	
27	Confirm that the quoted price shall remain firm and fixed till complete execution of the order	
28	a. In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP b. In case you are a dealer/distributor confirm that the prices quoted are as per manufacturer's price list with appropriate discount.	Not applicable
29	Packing/forwarding, transportation, loading/unloading and insurance are Contractor's responsibility. However, to protect the items from physical damage and/or deterioration due to weather during transit, Contractor to ensure proper packing and handling arrangement. Please confirm compliance.	Not Applicable
30	Confirm compliance to security deposit of 10% of the total order value in the form of a Bank Guarantee from nationalized bank shall be furnished, which will be valid for a period of 12 months from the date of order.	
31	Confirm acceptance of Part Order	
32	Confirm acceptance of Repeat Order within 24 months from the date of initial order at the same price and terms & condition	Not Applicable
33	In case of material having shelf life, confirm that you have declared the same with the expiry date. Also confirm that such materials shall be delivered within XX days from the date of manufacturer.	Not Applicable
34	Confirm that you shall observe the highest standard of	

	ethics during bidding and in case favored with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
<b>Signature of Bidder</b>		
<b>Bidder's Name</b>		
<b>Company Seal</b>		



**FORM- G**

**DETAILS OF P.F. REGISTRATION**

Bidder to furnish details of Provident Fund Registration:

**PF REGISTRATION NO. :**

**DISTRICT & STATE:**

We hereby confirm that the above PF Account is under operation presently and shall be used for all PF related activities for the labour engaged by us in the present work (if awarded to us).

**SIGNATURE OF BIDDER :** \_\_\_\_\_

**NAME OF BIDDER :** \_\_\_\_\_

**COMPANY SEAL :** \_\_\_\_\_

**FORM H(a)**

<b>ANNUAL TURNOVER STATEMENT</b>		
<b>Financial Year</b>	<b>Annual Turnover (Rs,)</b>	<b>Net Worth (Rs.)</b>
<b>Note:-</b>		
1. Copies of audited balance sheets with Profit & Loss account statement for last 3 years are enclosed along with the bid& Service Tax Return.		
2. Bidder shall work out Net worth on following basis: <b>Net Worth : Reserve + Capital - Accumulated loss</b>		
<b>Signature of Bidder</b>		
<b>Bidder's Name</b>		
<b>Company Seal</b>		
<b>Chartered Accountant's Firm Name</b>		:-
<b>Firm's Registration /Membership Number</b>		:-
<b>Signature</b>		:-
<b>Date</b>		:-
<b>Seal</b>		:-

**FORM H(b)**

<b>Financial Details</b>		
<b>Bidders Name</b>		<b>Date:-</b>
<b>Bidding Document No:</b>		
<b>Each Bidder Must fill in this Form</b>		
<b>Sl. No.</b>	<b>Description</b>	<b>Financial Year_____</b>
		<b>Amount</b>
1	Current Assets	
2	Current Liabilities (including secured and un-secured short term loans & working capital loans)	
3	Working Capital (1-2)	
4	<b>Net Worth</b> Owners funds (Paid up share capital and Free Reserves & Surplus) – Losses	
<p>Attached are copies of the audited balance sheets, including all related notes, and income statement for the last Audited Financial year, as indicated above, complying with the following conditions:-</p> <ul style="list-style-type: none"> <li>i. All such documents reflect the financial situation of the bidder.</li> <li>ii. A certified accountant must audit historic financial statements.</li> <li>iii. Historic financial statements must be complete, including all notes to the financial statements.</li> <li>iv. Historic financial statements must correspond to accounting periods already completed and audited (no statement for partial periods shall be requested or accepted)</li> </ul>		
<b>Signature of Bidder</b>		
<b>Bidder's Name</b>		
<b>Company Seal</b>		
<b>Chartered Accountant's Firm Name</b>		:-
<b>Firm's Registration /Membership Number</b>		:-
<b>Signature</b>		:-

<b>Date</b>	:-
<b>Seal</b>	:-

**Form I- As per BOQ**

**Price Bid Performa (for housekeeping & sanitation services)**

Sl. No	Description / Category of man power	Approx. required no. of man-power	Wages / rates ..... on per eight hourly shift / per day basis				
			Labour wages inclusive of EPF/ ESIC charges	Govt. service tax	Any other taxes or charges laid under contract	Contractor benefit or service charge	Total per day / per 8 hourly / per labour shift rate
1	Cleaning, sweeping workers with cleaning tools	As required					
2	Workers with grass cutter machine (to be provided by the bidder)	As required					
3	Supervisor	As required					
4	Trained workers for On spot segregation of Biomedical waste at the point of waste generation, it's safe collecton, storage and transportation upto provided site.	As required					

**Price Bid Performa (for miscellaneous works / items under contract)**

Sl. No	Item / Work description	Unit price
6	Providing tractor with trolley & with driver & fuel	@Rs. .... per tractor per 08 hourly shift per day
7	Pattua (Jute) / Floor mopper	@Rs. .... per kg
8	Disinfectant / Sealed phenyl packs (medically permitted) with clear name or brand of the offered item	@Rs. .... per ltr.
9	Broom sticks	@Rs. .... per kg
10	Toilet pans, basins, cleaning detergent / liquid with name or brand of the offered item)	@Rs. .... per ltr.
11	Colored & covered plastic buckets of 10 Ltr & 20 Ltrs capacity for keeping garbages and biomedical waste separately in wards.	@Rs. .... per pc.
12	Non chlorinated plastic carry bags (coloured) for safe collection and carriage of garbages and biomedical waste (colour Yellow, Red, White, Blue) (thickness and colour of plastic & materials must be as per norms of CPCB rules 2016 notified on 28 <sup>th</sup> March 2016)	@Rs. .... per kg
13	Bleaching powder	@Rs. .... per kg

14	General floor cleaning chemicals (suitable for cemented floor, Marble floor, Vitrified tiles etc.)	@Rs..... per Kg or per Ltr.
15	Glass cleaning chemicals	@Rs. .... per ltr
16	Anti mosquito pesticide liquid chemicals for use in fogging machine	@Rs. .... per ltr

<b>Signature of Bidder</b>
<b>Bidder's Name</b>
<b>Company Seal</b>
<b>Date:-</b>

Note :

- (1) The supervisors shall also be responsible for maintaining all records of biomedical waste (Units wise, department wise, shift wise, quantity wise, category wise etc) and the per day record will be signed by the concerned HODs / Unit incharge from where the medical waste get generated and they will handover the biomedical waste to the agency or the authorized person designated by RIMS.
- (2) The municipal waste or all solid waste (other than biomedical waste) will have to be disposed off as per norms of Ranchi Municipal Corporation or Pollution Control Board on the proper disposal site.
- (3) The Contractor has to arrange time to time training as and when required by authority for RIMS employees (Doctors / Nurses / Paramedics & other staffs) without any extra cost.

(4)

**FORM- J**

**PROFORMA OF BANK GUARANTEE**

**FOR PERFORMANCE SECURITY**

(ON NON-JUDICIAL PAPER OF APPROPRIATE VALUE)

(Address as applicable)

Dear Sirs,

M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_ (hereinafter called the "CONTRACTOR" which expression shall wherever the context so require include its successors and assignees) have been awarded the work of \_\_\_\_\_ for RIMS, Jharkhand.

The Contract conditions provide that the CONTRACTOR shall pay a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Initial/full Contract Performance Security in the form therein mentioned. The form of payment of Contract Performance Security includes guarantee executed by Nationalized Bank, undertaking full responsibility to indemnify RIMS, Jharkhand. (Hereinafter called "OWNER" which expression shall wherever the context so require, include its successors and assignees) in case of default. The said \_\_\_\_\_ has approached the BANK (hereinafter called "BANK", which expression shall wherever the context so require include its successors and assignees) and at their request and in consideration of the premises, we, having our office at \_\_\_\_\_ have agreed to give such guarantee as hereinafter mentioned.

1. We \_\_\_\_\_ hereby undertake to give the irrevocable and unconditional guarantee with you that if default shall be made by M/s. \_\_\_\_\_ in performing any of the terms and conditions of the Contract or in payment of any money payable to RIMS, JHARKHAND, we shall on first demand without demur, reservation, contest, recourse or protest and/or without reference to the CONTRACTOR pay to OWNER in such manner as OWNER may direct the said amount of Rupees \_\_\_\_\_ only or such portion thereof not exceeding the said sum as OWNER may from time to time require.
2. OWNER will have the full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the powers and rights conferred on OWNER under the contract with the said CONTRACTOR and to enforce or to forbear from enforcing any powers or rights or by reason of time being given

to the said CONTRACTOR and such postponement or forbearance would not have the effect of releasing the BANK from its obligation under this DEBT.

3. Your right to recover the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) from BANK in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s \_\_\_\_\_ and/or that any dispute or disputes are pending before any officer, tribunal or court and any demand made by OWNER in the BANK shall be conclusive and binding. The BANK shall not be released of its obligations under these presents by any exercise by OWNER of its liberty with reference to matters aforesaid or any of their or by reason or any other acts of omission or commission on the part of OWNER or any other indulgence shown by OWNER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of releasing the BANK.
4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the CONTRACTOR but shall in all respects and for all purposes be binding and operative until payment of all money due to OWNER in respect of such liabilities is paid.
5. This guarantee shall be irrevocable and shall remain valid up to \_\_\_\_\_ (This date should be 90 (Ninety) days after the expiry of defect liability period) in accordance with the terms of contract which period is deemed to complete on \_\_\_\_\_. The BANK undertakes not to revoke this guarantee during its currency without previous consent of OWNER and further agrees that the Guarantee contained shall continue to be enforceable till the OWNER discharges this guarantee. However, if for any reason, the CONTRACTOR is unable to complete the work within the period stipulated in the contract and in case of extension of the date of completion resulting in extension of defect liability period or the CONTRACTOR fails to perform the work fully, the BANK hereby agrees to further extend this guarantee at the instance of the CONTRACTOR till such time as may be determined by the OWNER.  
  
If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s \_\_\_\_\_ on whose behalf this guarantee is issued.
6. The BANK also agrees that OWNER at its option shall be entitled to enforce this guarantee against the surety, as a principal debtor in the first instance without proceeding against CONTRACTOR and notwithstanding any security or other guarantee that OWNER may have in relation to the CONTRACTOR's liabilities.
7. The Bank Guarantee's payment of an amount is payable on demand and in any case within 24 hours of the presentation of the letter of invocation of Bank Guarantee. Should the banker fail to release payment on demand, a penal interest of 24% per annum shall become payable immediately and any dispute arising out of or in relation to the said Bank Guarantees shall be subject to the jurisdiction of Jharkhand Courts.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Contractor up to a total amount of (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the contract and without caveat or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

9. We have power to issue this guarantee in your favour under memorandum and Article of Association and the undersigned has full powers to do so under the Power of Attorney / Resolution of the Board of Directors dated \_\_\_\_\_ accorded to him by the bank.

Yours Faithfully

Name of the Authorized Banking Officials

(Signature of as person duly authorized to sign on behalf of the Bank)

Place:-

Date:-

Witness:-

1. ....(Signature)  
.....(Printed Name)
2. ....(Designation)  
.....(Common Seal)



**FORM- K**

**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT is made this ..... day of ....., year.....  
BETWEEN

(1) Name and Address of the Purchaser:

(2) Name and Address of the Contractor:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [insert: brief description of goods and services] and has accepted a bid by the Contractor for the supply of those goods and services in the sum of [insert: contract price in words and figures] (hereinafter called “the Contract Price”)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and constructed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) The Purchaser’s Notification of Award/Work Order No..... dated.....
  - (c) All Terms and Conditions indicated in the Bid/Tender Document
  - (d) All Terms and Conditions indicated in the Work Order No.....dated.....
  - (e) Technical Requirements (including Technical Specifications) as specified in the Bid/Tender Document and Work Order.
  - (f) Corrigendum issued pursuant to the issuance of Bidding document
  - (g) Replies to the Queries raised by the Bidders.
  - (h) The Contractor’s Bid and original Price Schedules
  - (i) [Add here: **any other documents**]
3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to

provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**For and on behalf of the Purchaser**

Signed: \_\_\_\_\_

In the capacity of [insert: **title or other appropriate designation**]

In the presence of \_\_\_\_\_

**For and on behalf of the Contractor**

Signed: \_\_\_\_\_

In the capacity of [insert: **title or other appropriate designation**]

In the presence of \_\_\_\_\_

## GENERAL SERVICE CONTRACT CONDITIONS

### 1. Definition:-

In this Contract, the following terms shall be interpreted as indicated:

- a. **“The Contract”** means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. **“The Contract Price”** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- c. **“Day”** means calendar day.
- d. **“Effective Date”** means the date on which this Contract becomes effective pursuant to GSCC Clause 5.2.
- e. **“End User”** means the organization(s) where the services will be used, as named in the SCC.
- f. **“GSCC”** means the General Service Contract Conditions contained in this section.
- g. **“The Goods”** means all .....that the Contractor is required to supply to the Purchaser under the Contract.
- h. **“The Purchaser”** means the organization purchasing the services, as named in the SCC.
- i. **“Registration Certificate”** means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the Purchaser’s country in accordance with the Applicable Law.
- j. **“SCC”** means the Special Conditions of Contract.
- k. **“The Services”** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Contractor covered under the Contract.
- l. **“The Site,”** where applicable, means the place or places named in the SCC.
- m. **“The Contractor”** means the individual or firm supplying the Goods and Services under this Contract.

### 2. Applicability:-

- 2.1. These General Service Contract Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

### 3. Contractor’s Status

At all times during the Contract Period the Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorized to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

#### **4. Purchaser's Obligation**

Save as otherwise expressly provided, the obligations of Purchaser under the Contract are obligations of Purchaser in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain Purchaser in any other capacity, nor shall the exercise by Purchaser of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of Purchaser to the Contractor.

#### **5. Conflict of Interest**

- 5.1. The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of Purchaser, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to Purchaser under the provisions of the Contract. The Contractor will disclose to Purchaser full particulars of any such conflict of interest which may arise
- 5.2. Purchaser reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of Purchaser, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to Purchaser under the provisions of the Contract. The actions of Purchaser pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to Purchaser.

#### **6. SUPPLY OF SERVICES**

- 6.1. The Contractor shall supply the Services during the Contract Period in accordance with Purchaser's requirements as set out in the Specification and the provisions of the Contract in consideration of the payment of the Contract Price. Purchaser may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours on reasonable notice.
- 6.2. If Purchaser informs the Contractor in writing that Purchaser reasonably believes that any part of the Services does not meet the requirements of the Contract or differ in any way from those requirements, and this is other than as a result of a Default by Purchaser, the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by Purchaser.

- 6.3. Subject to Purchaser providing written consent in accordance with clause 7.2 (Provision and Removal of Equipment), timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

## **7. Provision and Removal of Equipment**

- 7.1. The Contractor shall provide all the Equipment necessary for the supply of the Services
- 7.2. The Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining prior Approval
- 7.3. All Equipment brought onto the Premises shall be at the Contractor's own risk and Purchaser shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by Purchaser's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor.
- 7.4. The Contractor shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- 7.5. The Contractor shall, at Purchaser's written request, at its own expense and as soon as reasonably practicable:
  - 7.5.1. Remove from the Premises any Equipment which in the reasonable opinion of Purchaser is either hazardous, noxious or not in accordance with the Contract; and
  - 7.5.2. Replace such item with a suitable substitute item of Equipment.
- 7.6. On completion of the Services the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Contractor or any Staff.

## **8. Manner of Carrying Out the Services:-**

- 8.1. The Contractor shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with PURCHASER prior to the supply of the Services
- 8.2. The Contractor shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

## **9. Contractor's Staff**

- 9.1. Purchaser may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Premises:-
  - 9.1.1. any member of the Staff; or
  - 9.1.2. any person employed or engaged by any member of the Staff, whose admission or continued presence would, in the reasonable opinion of purchaser, be undesirable.
- 9.2. At Purchaser's written request, the Contractor shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as Purchaser may reasonably request.
- 9.3. The Contractor's Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.
- 9.4. The Contractor shall comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Contractor confirms that all persons employed or engaged by the Contractor were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 9.5. PURCHASER may require the Contractor to ensure that any person employed in the provision of the Services has undertaken a Criminal Records Bureau check as per the Staff Vetting Procedures. The Contractor shall ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check or through the Criminal Records Bureau check or otherwise) is employed or engaged in the provision of any part of the Services.
- 9.6. If the Contractor fails to comply with clause 9.2 within one Month of the date of the request and in the reasonable opinion of Purchaser, such failure may be prejudicial to the interests of Purchaser, then Purchaser may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to Purchaser
- 9.7. The decision of Purchaser as to whether any person is to be refused access to the Premises and as to whether the Contractor has failed to comply with clause 9.2 shall be final and conclusive.

## **10. Inspection of Premises**

- 10.1. Save as Purchaser may otherwise direct, the Contractor is deemed to have inspected the Premises before submitting its Tender and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

## **11. License to occupy Premises**

- 11.1. Any land or Premises made available from time to time to the Contractor by Purchaser in connection with the Contract shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- 11.2. The Contractor shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as Purchaser may reasonably request.
- 11.3. Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by Purchaser at the Contractor's expense. Purchaser shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with Purchaser.
- 11.4. The Contractor shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by Purchaser, and the Contractor shall pay for the cost of making good any damage caused by the Contractor or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 11.5. The Parties agree that there is no intention on the part of Purchaser to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, Purchaser retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

## **12. Property**

- 12.1. Where PURCHASER issues Property free of charge to the Contractor such Property shall be and remain the property of PURCHASER and the Contractor irrevocably licences PURCHASER and its agents to enter upon any premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of PURCHASER. The Contractor shall take all reasonable steps to ensure that the title of PURCHASER to the Property and the exclusion of any such lien or other interest are brought to the notice of all sub-contractors and other appropriate persons and shall, at PURCHASER's request, store the Property separately and ensure that it is clearly identifiable as belonging to PURCHASER.

- 12.2. The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies PURCHASER otherwise within 5 Working Days of receipt.
- 12.3. The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.
- 12.4. The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with PURCHASER's reasonable security requirements as required from time to time
- 12.5. The Contractor shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by PURCHASER's Default. The Contractor shall inform PURCHASER within [2] Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

### **13. Offers of Employment**

For the duration of the Contract and for a period of 12 months thereafter neither Purchaser nor the Contractor shall employ or offer employment to any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent

### **14. Use of Contract Documents and information, inspection and Audit by the Bank:-**

- 14.1. The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 14.2. The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GSCC except for purposes of performing the Contract.
- 14.3. Any document, other than the Contract itself, enumerated in GSCC shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Contractor's performance under the Contract if so required by the Purchaser.
- 14.4. The Contractor shall permit the Bank to inspect the Contractor's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Bank, if so required by the Bank.

### **15. Statutory Obligations**

The following Acts and Rules as applicable would be the responsibility of the Contractor to comply with:



- a. The Minimum Wages Act & Rules and orders and notifications issued there under from time to time.
- b. The Contract Labour(Regulation & Abolition) Act,1970 with rules, orders and notifications made there under;
- c. The Industrial Disputes Act, 1947 with rules, orders and notifications issued there under from time to time;
- d. The Workmen's Compensation Act with rules, orders and notifications issued there under from time to time;
- e. The Factories Act or The Shops and Establishment Act whichever is applicable with rules, orders and notifications issued there under from time to time;
- f. The Payment of Gratuity Act, 1972 with rules, orders and notifications issued there under from time to time;
- g. The Payment of Wages Act with rules, orders and notifications issued there under from time to time;
- h. The Provident Fund Act with rules, orders and notifications issued there under from time to time;
- i. The Employees State Insurance Act, 1948 with rules, orders and notifications issued there under from time to time;
- j. Employment Exchanges (Compulsory Notification Of Vacancies) Act, 1959 with rules, orders and notifications issued there under from time to time;
- k. Industrial Employment (Standing Orders) Act, 1961 with rules, orders and notifications issued there under from time to time;
- l. Payment of Bonus Act, 1964 with rules, orders and notifications issued there under from time to time;
- m. The Building and Other Construction Workers' (Regulation of Employment and Conditions of Services) act & rules;
- n. All other Acts/rules/regulations, byelaws, orders, notifications , etc. present or future applicable to the Seller from time to time for performing the aforesaid services.
- o. The Tax on Professions.
- p. The Income Tax Act, India, 1961

Contractor should confirm that it has and will comply with all the requirements of the statutory authorities in respect of the Minimum Wages Act, Contract Labour ( R & A) Act, 1970, The Workmen's Compensation Act, The Factories Act or The Shops and Establishment Act, The Payment of Gratuity Act, 1972, The Payment of Bonus Act, 1964, The Payment of Wages Act, The Provident Fund Act, The Employees State Insurance Act, 1948, Professional Tax, The Income Tax Act, India, 1961 and all other

Acts, rules, regulations, byelaws, orders, notifications etc. present or future applicable to Service Contractor from time to time for performing the services.

The Contractor shall not offer or give, or agree to give, to Purchaser or any other public body or any person employed by or on behalf of Purchaser or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with Purchaser or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract

## **16. Environmental Requirements**

The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with Purchaser's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

## **17. Health & Safety**

- 17.1. The Contractor shall promptly notify Tender Inviting Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. Tender Inviting Authority shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Premises and which may affect the Contractor in the performance of its obligations under the Contract.
- 17.2. While on the Premises, the Contractor shall comply with any health and safety measures implemented by Tender Inviting Authority in respect of Staff and other persons working there.
- 17.3. The Contractor shall notify Tender Inviting Authority immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.4. The Contractor shall comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.
- 17.5. The Contractor shall ensure that its health and safety policy statement is made available to Tender Inviting Authority on request

## **18. Liability, Indemnity and Insurance**

- 18.1. Neither Party excludes or limits liability to the other Party for:-
  - a. death or personal injury caused by its negligence; or
  - b. Fraud; or

- c. fraudulent misrepresentation; or
  - d. any breach of any obligations.
- 18.2. Subject to clauses 18.3 and 18.4, the Contractor shall indemnify Purchaser and keep Purchaser indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.
- 18.3. The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or willful misconduct of Purchaser or by breach by Purchaser of its obligations under the Contract.
- 18.4. Subject always to clause 18.1, the liability of either Party for Defaults shall be subject to the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed the total contract price.
- 18.5. Subject always to clause 18.1, in no event shall either Party be liable to the other for any:
- 18.5.1. loss of profits, business, revenue or goodwill; and/or
  - 18.5.2. loss of savings (whether anticipated or otherwise); and/or
  - 18.5.3. indirect or consequential loss or damage.
- 18.6. The Contractor shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Contractor
- 18.7. The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 3 years following the expiration or earlier termination of the Contract.
- 18.8. The Contractor shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.
- 18.9. The Contractor shall give Purchaser, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the

appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies

- 18.10. If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Contract, Purchaser may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 18.11. The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause 18.2. The minimum limit of insurance cover is 125% of the contract price.

## **19. Transfer and Sub-Contracting**

- 19.1. The Contractor shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.
- 19.2. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- 19.3. Where Purchaser has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of Purchaser, be sent by the Contractor to Purchaser as soon as reasonably practicable

## **20. Patent Rights:-**

- 20.1. The Contractor shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

## **21. Performance Security:-**

- 21.1. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 21.2. The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:
  - 21.2.1. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format provided in the Bidding Document or another format acceptable to the Purchaser; or
  - 21.2.2. a cashier's or certified check
- 21.3. The performance security will be discharged by the Purchaser and returned to the Contractor not later than thirty (30) days following the date of completion of the

Contractor's performance obligations under the Contract, including any warranty obligations, unless specified otherwise

- 21.4. If the selected Bidder decides to provide Bank Guarantee towards Performance Security the same shall be as per **Form J** Performance Bank Guarantee.

**22. Inspections and Tests:-**

22.1. The Purchaser or its representative shall have the right to inspect and/or to test the services provided to confirm their conformity to the Contract specifications. The SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Contractor in writing, in a timely manner, of the identity of any representatives retained for these purposes.

22.1.1. The Contractor may have an independent quality test conducted. The cost of such tests will be borne by the Contractor.

22.1.2. Upon completion of the services as per the terms of contract, the Purchaser's representative shall inspect the same to ensure that they conform to the condition of the Contract and advise the Purchaser that the services were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Contractor in respect of such services (or part of services). The Acceptance Certificate shall be issued within 30 (thirty) days of completion of the services or part of services.

22.2. Where the Contractor contests the validity of the rejection by the Purchaser or his representative, of any inspection, the same shall be forwarded for analysis within four weeks of the time the Contractor contests to an independent agency mutually agreed by the Purchaser and Contractor. The independent agencies finding, which will be promptly obtained, will be final and binding on both parties. The cost of such analysis by independent agency will be borne by the contractor.

22.3. The Purchaser or its representative shall have the right to inspect and/or to test the services provided to confirm their conformity to the Contract specifications. The SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Contractor in writing, in a timely manner, of the identity of any representatives retained for these purposes.

**23. Delivery and Documents:-**

23.1. Delivery of the Services shall be made by the Contractor in accordance with the terms specified in the Schedule [Scope of work].

**24. Payment**

24.1. The method and conditions of payment to be made to the Contractor under this Contract shall be specified in the SCC.

24.2. The Contractor's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Services performed, and by

documents certified by the competent authority submitted pursuant to GSCC, and upon fulfillment of other obligations stipulated in the Contract.

- 24.3. Payments shall be made promptly by the Purchaser.
- 24.4. The currency or currencies in which payment is made to the Contractor under this Contract shall be specified in the SCC subject to the following general principle: Payment will be made in the currency or currencies in which the payment has been requested in the Contractor's bid.
- 24.5. All payments shall be made in the currency or currencies specified in the SCC pursuant to GSCC.

**25. Prices**

- 25.1. Prices charged by the Contractor for Services performed under the Contract shall not vary from the prices quoted by the Contractor in its bid, with the exception of any price adjustments authorized in the SCC or in the Purchaser's request for bid validity extension, as the case may be.

**26. Change Orders**

- 26.1. The Purchaser may at any time, by a written order given to the Contractor pursuant to GSCC, make changes within the general scope of the Contract in any one or more of the following:
  - 26.1.1. the method of shipment or packing;
  - 26.1.2. the place of delivery; and/or
  - 26.1.3. the Services to be provided by the Contractor.
- 26.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within 30 (thirty) days from the date of the Contractor's receipt of the Purchaser's change order.

**27. Contract Amendments:-**

- 27.1. Subject to GSCC, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**28. Assignment:-**

- 28.1. The Contractor shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

**29. Delays in Contractors Performance:-**

- 29.1. Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 29.2. If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Contractor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Contractor's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 29.3. Except as provided under GSCC, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GSCC, unless an extension of time is agreed upon pursuant to GSCC without the application of liquidated damages.

**30. Liquidated Damages:-**

- 30.1. Whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of the supervisory staff of the Contractor by sister I/C or any other staff of the hospital and if no action is taken within ONE hour, liquidated damages @ Rs. 1000/- per complaint shall be imposed. The decision of in charge of the Health Institutions shall be final in this regard.

**31. Termination for Default:-**

- 31.1. The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
  - 31.1.1. if the Contractor fails to deliver services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
  - 31.1.2. if the Goods do not meet the Technical Specifications stated in the Contract; or
  - 31.1.3. if the Contractor fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions.
  - 31.1.4. if the Contractor, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt Practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower,

and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Borrower of the benefits of free and open competition.

- 31.1.5. If the Contractor fails to perform any other obligation(s) under the Contract.
- 31.1.6. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GSCC Clause 37.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

**32. Force Majeure:-**

- 32.1. Notwithstanding the provisions of GSCC the Contractor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3. If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Termination for Solvency**

- 33.1. The Purchaser may at any time terminate the Contract by giving written notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

**34. Termination for Convenience:-**

- 34.1. The Purchaser, by written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.



34.2. The Goods that are complete and ready for shipment within 30 (thirty) days after the Contractor's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

34.2.1. to have any portion completed and delivered at the Contract terms and prices; and/or

34.2.2. to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Contractor.

**35. Settlement of Dispute:-**

35.1. If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Contractor in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

35.2. If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

35.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

35.4. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

35.5. Notwithstanding any reference to arbitration herein,

35.5.1. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

35.5.2. the Purchaser shall pay the Contractor any monies due the Contractor.

**36. Limitation of Liability:-**

36.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement:-

36.1.1. the Contractor shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Purchaser and

36.1.2. the aggregate liability of the Contractor to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**37. Governing Language:-**

37.1. The Contract shall be written in the language specified in the bidding document. Subject to GSCC Clause 43, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.

**38. Applicable Law:-**

38.1. The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.

**39. Notices:-**

39.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in the SCC.

39.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

39.3. A Contractor supplying Goods from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Purchaser's country.

**40. Taxes and Duties:-**

40.1. A Contractor Providing Services offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the Services to the Purchaser.

41. No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of tender.

42. The contract shall be governed by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Court within the State of Jharkhand only.

**43. Fraud & Corruption:-**

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices –

1. "Corrupt Practice" means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.

2. "Fraudulent Practice" means misrepresentation or omission of facts in execution of contract.

3. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process. However, if any such practice is detected at any subsequent stage or during execution of the contract, the Tender Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending bidder.

## **SPECIAL CONDITIONS OF CONTRACT**

1. **“End User”:- RIMS.**
2. **“The Purchaser”:-Director, RIMS, Jharkhand.**
3. **“The Site”:- RIMS, Jharkhand.**
4. The Scope of work is defined in the Schedule:- **SCHEDULE OF REQUIREMENTS**
5. The validity of offer of the successful bidder shall be at least one year from the date of finalization of the order and the successful bidder will be bound to provide services at agreed rates and terms during this period. This validity period may be further extended with mutual consent and subjected to satisfactory performance of the bidder in executing the contract.
6. The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.
7. Unless otherwise specified, services should be performed directly by the successful bidder and not through any other agency.
8. **Manpower**

Any misconduct / misbehaviour on the part of the manpower deployed by the Contractor will not be tolerated and such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to in charge of the Health Institutions.

The Contractor should ensure to maintain adequate no. of manpower as per Annexure 'I' and also arrange a pool of stand-by housekeeping staff In case any housekeeping staff absences from the duty, the reliever of equal status shall be provided by the Contractor from an existing pool of housekeeping staff. If the deputed workers found are less than the minimum required as per Scope of Work on any day, penalty @ Rs. 1000/- per worker per day will be deducted from the bill.
9. The service should commence within 60 (Sixty) days from the date of order and should be maintained for 36 months continuously, unless otherwise specified in the order.
10. Whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of the supervisory staff of the Contractor by sister I/C or any other authority/staff of the hospital and if no action is taken within ONE hour, liquidated damages @ Rs. 1000/- per complaint shall be imposed. The decision of Medical Superintendent of the District Hospital shall be final in this regard and the same will be reflected in the service report which should be submitted along with invoice.

11. It will be imperative on each bidder to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The Tender Inviting Authority shall not entertain any request for clarifications from the bidder regarding such local conditions nor shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after acceptance of bids.
12. The Contractor will have to provide standard liveries as approved by ESIC administration at his own cost to its housekeeping staff. The staff shall be in proper uniform all the time with their identity card properly displayed. Samples of liveries will have to be submitted by the Contractor for the approval of competent authority within seven days from the date of entering into the agreement.
13. The contractor will arrange all items needed for his staff viz., time keeping machine, computerized inventory of stores, computerized daily duty roster chart etc. The house keeping staff will first report to the control room ( to be set up by the contractor for each institution in the same premise) and subsequently deployed for duty after having been checked for liveries, upkeep, issue of material and equipments, etc.
14. The hospital authority will provide space for a store room to the Contractor in the premise of the hospital. The store keeper deployed by the contractor will store all their liveries, materials, equipments in the store room and maintain a computerized record of the stores which shall be opened to inspection by the hospital authority.
15. Payment will be made preferably within one week from submission of the bills in triplicate certified by the In Charge of the Health Institutions. Payment of the bill will be based on computerized print outs in standardized Performa approved by the Tender Inviting Authority, along with computer generated attendance sheet in respect of the persons deployed. Payment will be made by TIA or Competent authority identified by TIA after deduction of applicable TDS.

While submitting the bill for the next month, the services provider must file a certificate certifying the following along with ESI contribution sheet downloaded from ESIC Insurance Portal:-

- a) Wages of workers were credited to their bank accounts on \_\_\_\_\_ (Acknowledgment by bank enclosed).
- b) ESI Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (Copy of Challan enclosed with contribution sheet)
- c) EPF Contribution relating to workers amounting to Rs. \_\_\_\_\_ was deposited on \_\_\_\_\_ (copy of the Challan enclosed with contribution sheet)
- d) We are complying with all statutory Labour Laws including Minimum Wage Act.

The payment would be made on monthly basis on verification of attendance sheets, wage register, monthly ESIC/EPF/Service Tax challan/Deployment sheets/ Duty Roster and Satisfaction Report duly signed by In Charge of the Health Institutions of the concerned areas, documents in support of salary disbursement through ECS. Workers

of contractors should get the wages on the seventh day of each month. The payment of wages shall not be linked to the payment of bill. If the contractor fails to provide proof of payment of statutory dues, his contract shall be terminated after serving one month's notice. The Housekeeping Agency shall make payment of monthly wages (as quoted in the Financial Bid) to the deployed staffs by ECS only. Cash payment receipt will not be entertained and payment in cash will be deemed as no payment at all. If the agency does not make payment through ECS, the contract will be terminated.

16. In case of increase or decrease in the Health institutions as per Annexure (List of Institutions provided in separate Annexure), Payment for the particular unit shall be modified accordingly. To clarity, in case of increase/ decrease in beds of a particular unit, charges for the unit will be increased/ decreased proportionality. In case of creation of new unit, additional charge will be paid based on the bed count. In case of reduction of unit, no payment shall be made for such unit.

## **SCHEDULE OF REQUIREMENTS**

### **Scope of Work**

#### **SCOPE OF WORK:**

##### **Area of Work:**

RIMS, Jharkhand

##### **Cleaning Services:**

The aim and objective is to provide a high level of a clean, hygienic and presentable look to the entire area. The contractor and his management team will supervise the awarded work. The Contractor has to ensure that the staffs deployed are dressed in neat and clean uniform approved by TIA. Officials of Department of Health & Family Welfare, Govt., Jharkhand will also monitor the entire work and staff.

##### **General Instructions:**

1. All collection, storage, transportation and disposal of hospital waste shall be in accordance with Bio-Medical Waste Management and Handling Rules of India, 1998 amended in 2000 and any other amendments or other regulations, in this regard.
2. A detailed Hospital Waste Management Plan shall be prepared and got approved from TIA before starting the work.
3. All infected, chemical, Radiation, Cytotoxic Health care Waste shall be segregated, collected, stored, transported and disposed in accordance with set guidelines in safety, ensuring that at no stage it gets mixed with general waste. Unscientific burning shall not be permitted. Different coloured bags/containers namely green, red, yellow and puncture proof or stainless steel, lead containers shall be used depending on the category of waste.
4. Waste shall not be transferred from one bag to another. Bags should be tied when three fourths full.
5. Covered Trolleys should be used for transportation. Before final disposal/treatment, waste should be kept in specified location and in specific liners and containers.
6. The scope includes segregation, collection, storage, transportation within and outside the hospital until final disposal. All statutory rules and regulations and legal requirements are to be followed at each stage.

##### **General Requirements and Documentation**

- Organisational structure and line of authority
- Housekeeping manual and all SOP (Standard Operating Procedures)
- List of equipments used
- Colour coding

- On job training and documentation
- Description for each category of housekeeping
- Empathetic and polite behaviour with patients, visitors and hospital staff.
- Personal Protective Equipments for the Housekeeping staff
- HBV vaccination of all Housekeeping staff
- Female patients should be attended by female staff only
- Maintaining records / details of
  - a) Needle stick injuries or any other injury
  - b) Amount of waste going out to outsourced agency
  - c) Complaint Book
  - d) Duty Roster / Deployment Sheet of Housekeeping Staff
  - e) Inventory of Stores
  - f) Accident / theft Register
  - g) Logs and checklists

### **Daily Services**

Housekeeping/ cleaning services should be provided round the clock on all days including holidays, so that all areas are spic and span all the time. Working hours should be adjusted in such a manner that cleaning work in the morning should be completed well before 8.30 AM in rooms where work starts at 9:00 AM. Contractor will arrange manpower for special VIP visits at no extra cost and provide full support and cooperation during Hospital accreditation process. Housekeeping staff has to do following activities for all hospital rooms / blocks of all the departments, stores, canteen, kitchen, consultants chambers, wards, ICUs, operation theatres, CSSD, laundry, labs, blood bank, all corridors and all covered and open areas.

- Cleaning, scrubbing and disinfecting bathrooms, toilets, wash basins, sanitary fittings, floors etc. of all the areas including wards, ICUs, OT and all other departments at hourly basis and proper separate storage of biomedical waste and other waste in prescribed bins.
- The Contractor will provide, maintain, refill Hand Wash / sanitizer in all the Toilets / Rest Rooms.
- Cleaning, sweeping, mopping with disinfectant stair cases, cabins, lobbies, reception, pantries, kitchen, canteen, CSSD, Laundry, corridors, ceilings, office rooms, training rooms every two hours or as per requirement/direction.
- Vacuum cleaning of all carpets and upholstered furniture once in a day or as per requirement/direction.
- Cleaning and disinfecting kidney trays, urinals, bed pans, sputum mugs, humidifiers, suction bottles and emptying urine and drain bags whenever required.
- Cleaning blood and others spills such as human excrement, urine, vomits, sterile body fluids whenever required.



- Cleaning, dusting electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats, fire fighting equipments, computer systems, phones, doors, windows, furniture, window glasses, grills, curtains etc.
- Cleaning of dust bins, waste paper baskets, cobwebs etc. and disposing off all collected refuse on daily basis at regular intervals i.e. 3 times or as per requirement/direction.
- The dust bins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full.
- Collect garbage in specified colour coded bags from all dust bins and garbage bins existing inside the premises and shall dispose at the designated area within the hospital.
- Refilling, replacing and emptying of containers at all stations.
- Offering and assisting the patient with kidney tray, urinals, bed pans, sputum cups whenever required and disposing the contents in the sluice room, clean, disinfect and keep it ready for next use.
- Cleaning the patients who have soiled themselves with stool, urine, vomits with assistance of Patient attendant / Nursing orderly / Staff nurse / Nursing sister.
- Washing linen which are soiled by urine, vomits, faeces and others with 1% hypochlorite solution.
- Spraying room fresheners in all rooms on twice a day basis or as per requirement/direction.
- Assist in transporting dead bodies to mortuary and dispose off dead fetus and amputated limbs or other parts to BMW collection point.
- Carry out fumigation of ICUs / OTs as per requirement/direction.
- Cleaning, mopping, disinfecting OT floors, walls, ceilings/OT lights morning before starting case, in between cases and terminal cleaning at the end of the day.
- Clean the patient's bed, lockers, trolleys, wheel chairs and surrounding areas twice a day or when patient is discharged or when soiling occurs.
- Cleaning and carbolization of ICU beds, OT beds between cases.
- Washing of slippers in ICU's, OT, dialysis centre etc.
- Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors, etc on hourly basis or as per requirement/direction.
- Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoons and on call basis during daytime.
- Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, cleaning open drains etc or as per requirement/direction.

- Any additional work assigned by the sister I/C of the area where the house keeping staff has been placed on duty. Once assigned an area the house keeping staff will be under the control and supervision of the sister I/C on duty of that area.

### **Weekly Services**

The deep cleaning of the entire area will be done by the Contractor once a week as under:-

- Dusting of entire area including windows / windowpanes/ doors / ledges / elevation frames etc.
- Cleaning of ceilings and high walls, removal of wash / spit stains on walls, cleaning of roofs, porches etc.
- Cleaning of sanitary fittings, toilet drain pipes etc. in the toilets with standard cleaning material.
- Cleaning of all windows glasses and grills with detergent/ cleaning agents.
- Washing of roads, lawns, paths etc with High Pressure Jet machine or as per requirement/direction
- Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
- The bidder will make a cleaning program and submit to the In Charge of the Health Institutions for weekly cleaning so that concerned official / In charge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work
- The Contractor will cover all the specified area of scope of work.
- The Contractor will provide the duty register to In Charge of the Health Institutions as required.
- The Contractor will maintain a Checklist record of all weekly services and submit.

### **Waste Disposal Management Other than Bio-Medical Waste**

- The contractor will prepare a flowchart indicating the method of collection / disposal etc.
- The contractor will teach and train his staff for collection / disposal work. The garbage will have to be disposed off at least thrice a day.
- The contractor will make arrangement to collect garbage in specified colour coded bags from all dustbins and garbage bins existing inside the premises and shall dispose the garbage at the designated area within the hospital.
- Ensure that the ANC bin is cleared daily.

### **Pest and Rodent Control Services**

- The Contractor shall take effective measures for Rodent and Disinfection Services including fogging etc. in the area under contract.

- The Contractor shall use chemicals that are harmless to humans and machines and treated area. Material Safety Data Sheet (MSDS) report of these chemicals should also be attached. These chemicals, tools required for pest and rodent control and man power needed has to be arranged by the contractor himself.
- The Contractor will be responsible for any damage to human/machinery by any chemicals used by him. Any damage caused to machinery/books due to rodent and disinfection services in the areas covered under contract shall be made good by the Contractor.
- The Contractor will submit a detailed plan for carrying out the Pest and Rodent Control Services for the approval of In Charge of the Health Institutions. Frequency of the services as decided by the In Charge of the Health Institutions will be final.

### **Horticulture Service**

- The Contractor shall maintain, secure and develop outdoor and indoor plants including grass in lawns by cutting hedges, watering & grass cutting etc.
- The contractor has to procure manpower, equipment etc. The hospital will only pay for the services.
- The Contractor shall be responsible for any loss to the landscaping of this Hospital due to negligence of his staff or lack of service.

### **Housekeeping Monitoring and Control**

For better management and smooth services, the following monitoring mechanism will be adopted by the Contractor:-

- Toilets Checklist: This is to be attached on the back of the toilet door. It is to be filled up by the supervisor /Housekeeping staff on hourly daily.
- Management / Housekeeping Service Requirements/ Complaints Report: This is to be filled up by the management and administrative staff of the Contractor who receive/observe the complaints/requirements for any of the services. All suggestions, complaints related to services or staff deployed by the Contractor will be registered at site on a computer and should be reported to In Charge of the Health Institutions or any other designated official. The Contractor will take immediate action to resolve the same failing which the Penalty Clause will be invoked.
- Housekeeping Services Complaint Register: This register is to be completed on the basis of information received by the Housekeeping Manager from In Charge of the Health Institutions through the inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter/fax/e-mail, verbal complaints from In Charge of the Health Institutions or any other official staffs, etc. and necessary action is to be taken.

## **ADDITIONAL SCOPE AND PARTICULAR CONDITIONS FOR HOSPITAL:**

Housekeeping in the hospital conditions is different than the house keeping services in other commercial organisations. Housekeeping staff has to work between the infected patients and has to handle dangerous infected materials and waste. Along with the routine housekeeping activities the house keeping staff has to show his /her humanitarian concern towards the patient and provide him all types of required help and services. Such services may be need based and might not have been included in the general scope of work but they have to be provided by the house keeping staff if needed.

In view of the above any work assigned by the sister I/C for the patients' benefit like cleaning of vomits, urine, stool, blood or any undesired material produced by the ill patient or helping him in changing of soiled cloths / linen or any type of need in emergency and helping the ill patient in any type of need is included in the scope of work.

In case of any differences, these particular conditions of Contract shall supersede the General Conditions of Contract. The services shall be provided round the clock on all days including holidays. The services include:

- Cleaning of the whole premises including toilets and open areas.
- Wet moping of covered areas.
- Cleaning of window panes and door panels.
- Cleaning and dusting of furniture and fittings.
- Vacuum Cleaning of all Carpets and upholstered furniture.
- Any other work within the scope of the specialized services.

## **PATIENTS ROOM:**

The Contractor shall be responsible for routine cleaning of the patient room / ward everyday in the morning and evening. The Contractor shall also maintain cleanliness in the patient rooms/ward throughout the day and shall clean the room thoroughly on patient's discharge and keep it ready for the next arrival. The routine cleaning will include dusting of the furniture in the room including bed, chair, table, TV, freeze etc sweeping and mopping of the entire room with a disinfectant solution, cleaning of toilet and bathroom with a bathroom cleaning solution.

## **PATIENT COMMON AREAS:**

- Dusting the walls, furniture and fixtures in the corridor and lobby.
- Sweeping and mopping the floor with a disinfectant.
- Cleaning public toilets with soap solution and keeping them odour free using deodorizer cubes/odonil.
- Cleaning doors and windows with soap solutions.

- Cleaning consulting room, dressing room, laboratory and other similar areas. The Cleaning pattern will be same as cleaning of patient room.

**OPERATION THEATERS:(wherever applicable)**

Operation theatres are the most important place in the hospital which needs maximum care and cleanliness by the house keeping staff. Repeated cleaning and disinfection of the operation theatres after every operation, removal of the biomedical waste including human body parts and soiled waste, cleaning the used / soiled linen as per SOPs of the Operation theatres and any other type of work assigned by the sister I/C of operation theatre to the house keeping staff has to be performed efficiently.

- All the dustbins washed and lined with colour-coded bags in the morning. The trash bag shall be changed as per schedule or as directed by Sister I/C.
- Operation theatre walls shall be thoroughly cleaned using a specialized soap/disinfectant solution before and after every operation.
- Floor shall be washed and thoroughly mopped with a specialized soap/disinfectant solution. The entire operation theatre floor area shall be scrubbed once a day.
- Toilets/bathrooms will be cleaned with soap solution and kept odour free using deodorizer cubes.
- The common areas, doctor's lounge, nurses lounge, Change rooms, waiting lounge and inside operation theatre shall be swept and mopped in the morning and at regular intervals to keep them clean.
- The floor scrubbing will be done in the night or as and when asked for according to the scheduled operations and movements in that area.

**CLEANING OF OFFICES/CONSULTANT ROOMS:**

- The Contractor shall remove trash from office dustbins and change the trash liner every evening before closing hours.
- The offices shall be dry dusted and swept after the closing hours.
- Vacuum cleaning shall be done on carpets and upholstery.
- The worktables shall be cleaned with soap solution in the morning.
- The office shall be mopped with soap solution in the morning.
- Office staff rest rooms/toilets shall be cleaned using soap solution and kept odour free using deodorizer. The Contractor will provide, maintain, refill Hand Wash / sanitizer in all the Toilets / Rest Rooms.
- Cleaning of Computers' peripherals, telephones, LCD panels etc with appropriate brushes.

**CLEANING OF LABORATORY AND OTHER CRITICAL AREAS:**

- All the dustbins shall be washed and lined with colour coded bags in the morning.

- The trash bag shall be changed when it is full.
- Walls shall be thoroughly cleaned using a specialized soap/disinfectant solution in the morning.
- The floor shall be thoroughly mopped with a specialized soap solution.
- The entire laboratory area shall be scrubbed at least twice in a week.
- Toilets/bathrooms shall be cleaned with soap solution and kept odour free using deodorizer cubes.
- The common areas shall be swept and mopped in the morning and at regular intervals to keep them clean.

***Rotation of staff in critical areas like OT, Laboratory, ICU& Wards may be kept at minimum***

#### **GLASS WINDOWS, DOORS & ALUMINIUM PARTITIONS:**

All glass windows, doors and aluminium partitions should be cleaned with appropriate soap solution on daily basis. Glasses shall be wiped with dry cloth to remove fingerprints at regular intervals.

#### **GARBAGE DISPOSAL:**

The Contractor shall collect garbage in specified colour coded bags from all dustbins and garbage bins existing inside the premises and shall dispose the garbage at the designated area as directed by the Hospital Administration. The Contractor's quoted rates should be inclusive of this item. No extra payment what so ever will be made on this account.

#### **UNDERGROUND & OVERHEAD WATER TANKS**

The Contractor shall clean & disinfect the Under Ground & Overhead Tank periodically after emptying the water from the tanks as per instruction of Hospital Authority. The Contractor's quoted rates should be inclusive of this item. No extra payment what so ever will be made on this account.

#### **TERRACE CLEANING (wherever applicable)**

The Contractor shall clean the terrace periodically as per instruction of Hospital Authority. The Contractor's quoted rates should be inclusive of this item. No extra payment what so ever will be made on this account.

***IMPORTANT: Every care has been taken to cover all important scopes, aspects, areas requiring Housekeeping services, these are ,however, not exhaustive and if deemed fit, TIA may add additional scope of work, for which no additional payment whatsoever on any account will be made.***

### PROVISIONAL CLEANING SCHEDULE

Sr No.	ACTIVITY	FREQUENCY (regularly as under or as and when required/directed)	AGENTS USED
<b>1. OT AREA/ VERY HIGH RISK AREA</b>			
1	Garbage Removal	After every case	As per the BMW guidelines.
2	1 <sup>st</sup> Mopping	Before starting 1st patient and after every case	Germicide
3	2 <sup>nd</sup> Mopping	Before starting 1st patient and after every case	1% Sodium Hypochlorite
4	Garbage removal from the OT corridor	When bags are 3/4th full	As per the BMW Guidelines
5	Mopping of the OT Corridor	Every two hour	Flat mop
6	Dusting of doors and windows in OT corridor	Once a day	Z colour duster
7	Mopping in the OT walls	Twice a day i.e. before starting and at the end of the day	Bacillocid/Virux
8	Washroom & wash basins	Cleaning Every hour	Germicide
9	Washing of Slippers	Once a day	Detergent
10	Washing of OT	Once a week	Detergent
<b>2. ICU / HIGH RISK AREA</b>			
1	Garbage Removal	Thrice a day/ When bags are 3/4th Full	As per the BMW Guidelines
2	Dry mop	Every two hour	Feather brush
3	Dusting	Every two hour	Z colour duster
4	Mopping	Every two hour	Germicide
5	Washroom & wash basins	Cleaning Every hour	Germicide
6	Washing of Slippers	Once a day	Detergent
7	Assist in carbolization / Fumigation	When required	Bacillocid
8	Scrubbing of floor/ Walls	Once a week	Detergents
<b>3.MODERATE RISK AREA WARDS</b>			
1	Garbage Removal	Thrice a day/ When bags are 3/4th Full	As per the BMW Guidelines
2	Dry mop	Every two hour	Feather brush
3	Dusting	Every two hour	Z colour duster
4	Mopping	Every two hour	Germicide
5	Washroom & wash basins	Cleaning Every hour	Germicide
<b>4. CANTEEN AND KITCHEN</b>			
1	Garbage Removal	Thrice a day/ When bags are 3/4th Full	As per the BMW Guidelines
2	Dry mop	Every two hour	Feather brush
3	Dusting	Every two hour	Z colour duster

<b>Sr No.</b>	<b>ACTIVITY</b>	<b>FREQUENCY (regularly as under or as and when required/directed)</b>	<b>AGENTS USED</b>
4	Mopping	Every two hour	Germicide
5	Rodents and pest control	Once a day	Gum pads, Rat cages
6	Washing kitchen and Canteen	Once a day	Detergent
<b>5. PUBLIC AREA WASHROOM</b>			
1	Cleaning	Every hour	Germicide
2	Washroom & wash basins Cleaning	Every hour	Germicide
<b>6. LOBBY</b>			
1	Garbage Removal	Thrice a day/ When bags are 3/4th Full	As per the BMW Guidelines
2	Dry mop	Every two hour	Feather brush
3	Dusting	Every two hour	Z colour duster
4	Mopping	Every two hour	Germicide
<b>7. OPD AREA</b>			
1	Garbage Removal	Thrice a day/ When bags are 3/4th Full	As per the BMW Guidelines
2	Dry mop	Every two hour	Feather brush
3	Dusting	Every two hour	Z colour duster
4	Mopping	Every two hour	Germicide
5	Washroom and wash basin Cleaning	Every hour	Germicide
<b>8. STORES (MEDICAL, SURGICAL, NON-MEDICAL)</b>			
1	Garbage Removal	Thrice a day/ When bags are 3/4th Full	As per the BMW Guidelines
2	Dry mop	Twice a day	Feather brush
3	Dusting	Twice a day	Z colour duster
4	Mopping	Twice a day	Germicide
	Rodents and pest control	Once a day	Gum pads, Rat cages
<b>9. MORTUARY</b>			
1	Garbage Removal	Thrice a day/ When bags are 3/4th Full	As per the BMW Guidelines
2	Dry mop	Every two hour	Feather brush
3	Dusting	Every two hour	Z colour duster
4	Mopping	Every two hour	Germicide
<b>10. ADMINISTRATION RECORD / ENGINEERING OFFICE</b>			
1	Garbage Removal	Thrice a day/ When bags are 3/4th Full	As per the BMW Guidelines
2	Dry mop	Every two hour	Feather brush
3	Dusting	Every two hour	Z colour duster
4	Mopping	Every two hour	Germicide
5	Washroom and wash basin Cleaning	Every hour	Germicide



Sr No.	ACTIVITY	FREQUENCY (regularly as under or as and when required/directed)	AGENTS USED
<b>11. CSSD/LAUNDRY</b>			
1	Garbage Removal	Thrice a day/ When bags are 3/4th Full	As per the BMW Guidelines
2	Dry mop	Every two hour	Feather brush
3	Dusting	Every two hour	Z colour duster
4	Mopping	Every two hour	Germicide
5	Mopping sterile storage area (CSSD)	Once a day	Virux Solution
6	Washing of sterile area (CSSD)	Once a week (Saturday afternoon)	Virux Solution
7	Assist in Fumigation(CSSD)	When required	Virux Solution
<b>12. RADIOLOGY</b>			
1	Garbage Removal	Thrice a day/ When bags are 3/4th Full	As per the BMW Guidelines
2	Dry mop	Every two hour	Feather brush
3	Dusting	Every two hour	Z colour duster
4	Mopping	Every two hour	Germicide
5	Washroom and wash basin Cleaning	Every hour	Germicide
<b>13. LABORATORY</b>			
1	Garbage Removal	Thrice a day/ When bags are 3/4th Full	As per the BMW Guidelines
2	Dry mop	Every two hour	Feather brush
3	Dusting	Every two hour	Z colour duster
4	Mopping	Every two hour	Germicide
5	Cleaning of work Benches	Twice a day /when required	0.25% Hypochlorite
6	Washroom and wash basin Cleaning	Every hour	Germicide
7	Assist in Fumigation	Once a week	Bacillocid
8	Washing of Slippers	Once a day	Detergent

#### SOP for Cleaning:

- Dilution of Wizard in all areas = 40 ml in 1 litre of water
- Buckets – Detergent wash and dry (If contaminated 1% Sodium Hypochlorite overnight rinse and dry).
- Cleaning of spillage of Blood/Body fluids
  - 1) Use disposable gloves.
  - 2) Cover area with 1% Sodium Hypochlorite
  - 3) Leave for 20 minutes
  - 4) Collect residue with disposable paper. Wipe and discard in bag.

5) Wash surface with detergent and dry.

6) All waste, gloves, wipe, discard, seal and dispose as clinical waste/ Mops cleaning– Detergent wash and dry.

- Body packing services:-

The consumables shall be provided by the Hospital Authority, the Contractor shall carry out the body packing services as directed by the Hospital Authority.

## RESOURCES REQUIREMENT

THE CONTRACTOR HAS TO PROVIDE THE FOLLOWINGS :

- ALL DUST BINS AND COLOURED WASTE DISPOSABLE BAGS.
- ALL THE CLEANING MATERIAL, SOAP SOLUTIONS, ROOM FRESHENERS, NAPHTHALINE BALLS, DISINFECTANTS, DEODORANTS, RECORD KEEPING REGISTERS, ANY OTHER ARTICLES/SOLUTION/CHEMICAL AS MENTIONED IN THIS TENDER DOCUMENT WILL BE PROVIDED BY THE CONTRACTOR.
- All the manpower, equipments, tools and tackles, their accessories /refills pertaining to housekeeping services will have to be provided by the contractor.
- The contractor has to provide supervisory and management support by his own staff to get the maximum output from the house keeping force deployed at the hospital. Teaching and training to the Housekeeping staff has to be done by the contractor. The man and all materials needed for the management of the house keeping staff will be the responsibility of the contractor. The Tender Inviting Authority will only pay the management fee or service charges.
- For Pest and rodent control the contractor has to procure manpower, equipment and chemicals.
- For Horticulture Services, the contractor has to procure manpower, equipment etc.
- The Contractor has to arrange time to time training as and when required by authority for RIMS employees (Doctors / Nurses / Paramedics & other staffs) without any extra cost.

### ANNEXURE-I

- MINIMUM MAN POWER REQUIREMENT: To be calculated a per given formula:

Cleaning staff no.		
1 <sup>st</sup> shift (Morning)	2 <sup>nd</sup> shift (Afternoon)	3 <sup>rd</sup> shift (Night)
1 staff per 5 beds	75 % of the total staff of the 1 <sup>st</sup> shift	50 % of the total staff of the 1 <sup>st</sup> shift
Or as required by TIA	Or as required by TIA	Or as required by TIA

Sd/-  
Director  
Rajendra Institute of Medical Sciences  
Ranchi

Tender Notice No. RIMS/Miscellaneous Store/Outsourcing Services (5) 11828 Dated 05.10.2016

**NOTICE INVITING TENDER**

**FOR OUT SOURCING OF TWO TYPE OF SERVICES (1) SANITATION & HOUSEKEEPING WITH BIOMEDICAL WASTE HANDLING & DISPOSAL AT RIMS, RANCHI**

Due to new guidelines of Government of Jharkhand regarding outsourcing of housekeeping and sanitation services, the previously invited tender for outsourcing of Cleaning, Sweeping, Washing & Disposal of Biomedical waste services under tender notice no. 4097 dated 11.04.2016 is being cancelled and new sealed offer are invited in two bid system (Technical bid & Price Bid) by Speed post / Registered post only from competent & eligible agencies for providing two types of services on outsourced basis at RIMS for Sanitation and house keeping services with Handling and disposal of biomedical waste services at RIMS, Ranchi for minimum period of one year or extendable upto three years if mutually agreed by both the parties. The intended bidders have to quote separately in two separate sealed offer super scribing the name of work for which they are offering their bid on the top of the sealed envelope.

<b>A. Important information regarding tender are :</b>		
1	Date of uploading of sample tender paper on RIMS website : <a href="http://www.rimsranchi.org">www.rimsranchi.org</a>	From 18.10.2016. The bidder must go through the sample tender paper before participating in pre-bid meeting.
1.	Pre bid meeting for discussion on various issues	On 25.10.2016 at 12:30 P.M at RIMS. At RIMS administrative conference hall. All the intending bidders must attend the meeting for clarification of their queries and requirements of RIMS. No claim will be considered after finalization of agendas in pre bid meeting
3.	Date of uploading or sale of final tender paper	From : 02.11.2016 to 26.05.2016 ( (The bidders may purchase tender document from RIMS Cashier in working hours on any working day or those who want to bid by downloading the tender document, they have to submit separate demand drafts for each tender paper with their technical bid. Tender paper cost will be non-refundable. (1) For Sanitation and Housekeeping & bio-waste disposal – Rs. 5000.
4.	Last date of submission of sealed tender documents (By Speed post / Registered post) at RIMS	On 28.11.2016 till 04.30 P.M
5.	Opening of technical bid & discussion on technical issues.	On 29.11.2016 at 12:30 P.M in RIMS administrative conference hall, in front of purchase committee. All the bidders or their duly authorized representative must represent the tender opening for discussion & queries of purchase committee.
6	Opening of price bid of technically successful bidder only	On 14.12.2016 at 12:30 P.M in RIMS administrative conference hall in front of purchase committee. Only technically successful bidders must represent the price bid opening meeting.

Note :1. Before participating the pre-bid the bidders may physically visit RIMS premises for assessment of the scope and area of work and they may discuss with RIMS authority regarding their queries.

2. For rest terms & conditions of the tender please visit RIMS website [www.rimsranchi.org](http://www.rimsranchi.org) from 18.10.2016

Sd/-  
Director  
Rajendra Institute of Medical Sciences  
Ranchi