

Tender Document

For

Outsourcing of Cleaning Services

For

Jawaharlal Nehru Medical College & Hospital, Bhagalpur

Issued on: 19.12.2019

Date & Time of Pre-bid meeting	23 rd December' 2019 at 12:00 AM
Last Date & Time of Submission of Bid	3 rd January' 2020 at 5:00 PM
Date & Time of Opening of Bid	4 th January' 2020 at 1:00 PM in the Chamber of Superintendent.

**Superintendent
JLNMCH, Bhagalpur**

NOTICE INVITING TENDERS (NIT)

FOR

Outsourcing of Cleaning Services at Jawaharlal Nehru Medical College & Hospital, Bhagalpur

Tender Enq. Ref. No: 05

Dated: _____ <date of tender approval/publish>

- 1) Medical Superintendent, **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** invites tenders from eligible and qualified organizations for Outsourcing of Cleaning Services at the **Jawaharlal Nehru Medical College & Hospital, Bhagalpur**.
- 2) The primary objective is to ensure cleaning of internal as well as outer premises, maintaining garden, cleaning of overhead tanks, collection of waste etc. Detailed scope of work is given in the tender document.
- 3) Tender documents may be collected from Medical College **Rogi Kalyan Samiti, Jawaharlal Nehru Medical College & Hospital, Bhagalpur** on payment of INR 10,000/- or downloaded from the website www.jlnmchbhagalpur.org The technical bid should accompany a refundable bid security of Rs. **1,00,000/-** in form of demand Draft/ Bank Guarantee drawn in favour of Superintendent, **Jawaharlal Nehru Medical College & Hospital, Bhagalpur**
- 4) Bidders can submit their bids on or before xx/xx/2019 *<should ideally be 15th days* up to 5:00 Hrs. along with Bid Security, either through speed post or registered post. (Submissions by hand, courier, fax, email or any other mean will not be accepted). The tenders submitted up to the scheduled date and time shall be opened on the next day at 1 PM Hrs. The bidder's authorized representative may attend the tender opening (technical bid) on the date and time mentioned above.
- 5) Pre-bid meeting is scheduled at 12:00 Hrs. on xx/xx/2019 should ideally be *5th Day of publication* at **Superintendent Chamber, Jawaharlal Nehru Medical College & Hospital, Bhagalpur**. Interested prospective bidders may attend the pre-bid meeting to seek clarification on any aspects of the tender document.
- 6) All the further notifications/amendments, if any shall be posted on the aforementioned website. No separate communication shall be made with individual bidders.

**Superintendent,
Jawaharlal Nehru Medical College &
Hospital, Bhagalpur**

1. Background & Scope of Work

- 1.1. **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** (“**Superintendent**”), invites proposal from eligible bidders for providing **Cleaning Services**.

<u>Name of Medical College</u>	<u>Bed Strength</u>	<u>Floor Measurement</u>
Jawaharlal Nehru Medical College & Hospital, Bhagalpur	<u>900</u>	Internal – 34771 Sqr. External – 80778 Sqr.

- 1.2. The scope of work will broadly include cleaning of internal as well as outer premises, maintaining garden, cleaning of overhead tanks, collection of waste etc. Detailed scope of work is given in the key terms of the Contract provided in **Annexure 5**. You are requested to quote your best offer along with all required documents.
- 1.3. The sealed Bids should reach the address provided in Clause 8.4, latest by <Date and Time> and it will be opened on <Date and Time> at **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** in the presence of the bidder(s) or their authorized representative(s).

2. Contract Period

The contract will be valid for a period till the tender for this work has been finalised by BMSICL, Patna from the date of commencement. However, in the event of service rendered being found unsatisfactory or due to any other such reasons, the contract can be short closed by the Authority & Performance Security money will be forfeited. The contract period may also be extended, subject to satisfactory performance, on the same terms & conditions, with mutual consent of both the parties, but the decision of the competent authority of medical college would be final.

3. Eligibility Criteria

- 3.1. The Bidder should be Registered Company under Companies Act 1956/ 2013/ Partnership Firm/ Proprietorship Firm/ Trust/ Society and should have been in operation during last 3 years (minimum 3 years’ experience). Consortiums are not allowed.
- 3.2. **Technical capacity** - The bidder must have minimum three years of experience of execution of providing cleaning services in Govt. offices/ PSUs or other organizations, private hospitals (minimum 150 bedded hospital). The Agency will be required to provide copy of work order and experience certificate from the contracting agency. The certificate should clearly mention the nature of work and satisfactory performance.
- 3.3. **Financial capacity** - The average annual turnover of the Bidder in the last 3 financial years should not be less than **Rs. <to be filled by the Authority as per the guidance below>**.

Guidance - *Minimum average annual turnover should be between 50-75% of the average payout expected to be made in a year. Medical College may estimate the annual payout based on the previous/current contracts and/or manpower requirements in the new contracts and arrive at the total expected payout for the contract.*

This box should be deleted while issuing the tender

- 3.4. The Bidder should not be Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 5 years from the last date of submission of bids, and No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder. The bidder shall declare all ongoing litigations it is involved in with any government agency/state/central department/PSU.
- 3.5. No Joint Venture/ Consortium is allowed to participate in the Bidding process.
- 3.6. In addition, the bidder must also submit:

1	Duly filled format of Technical Bid as per Annexure 2
2	<ul style="list-style-type: none"> • For Company - Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013 • For Partnership Firm- Registration Certificate issued by registrar of firm under partnership act 1932 • For Society/ Trust- Certificate issued under society registration act 1860/ Indian Trust Act 1882 • For Proprietorship firm- Certificate issued under shop & Establishment Act
3	Bid Security in the form of a Demand Draft as mentioned in Clause 9
4	Experience certificate/ work completion certificate of providing minimum three years of “Cleaning services “on outsourcing basis in Govt. offices/ PSUs or private hospitals (minimum 150 bedded hospital). Annexure 3
5	Affidavit (sworn before public notary/ executive magistrate) stating that the agency is not Blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 5 years from the last date of submission of bids, and No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder. The bidder shall declare all ongoing litigations it is involved in with any government agency/ state/ central department/ PSU. Annexure 4
6	<p>(a) Audited Balance sheet and;</p> <p>(b) Statement of:</p> <ul style="list-style-type: none"> i. Profit & Loss Account, and a copy of challan related to annual return filed with ROC and any other related financial statements (if the bidder is registered under Companies Act), or ii. Income and expenditure account, Receipts and Payments account and other related financial statements (if the bidder is registered under Societies and Trusts Act), or, iii. Profit and loss account, Income tax return. (if the bidder is proprietorship firm)
7	Copy of PAN Card
8	Proof of Income Tax Filing for the last three financial years
9	Copy of Goods & Services tax (GST) Registration Certificate

3.7 The above term/conditions may be relaxed in case the suitable tenderer are not available.

- 8.4. Each of the envelopes should be addressed to Superintendent, **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** receiving the Bids.
- 8.5. Unsealed, conditional tenders and tenders without Bid Security shall not be entertained
- 8.6. Any bid received after the specified time and date for submission of bids shall be rejected and returned to the bidder unopened.

9. Bid Security

Bid Security of **Rs. 1,00,000/-** *To be decided by the Authority* (Guidance - the bid security can be in the range of 2% - 5% of the estimated annual payout as provided in Guidance box in Section 3.3)> _____ should be submitted by means of a Bank Demand Draft/ Bank Gurantee prepared in the name of **Rogi Kalyan Samiti, Jawaharlal Nehru Medical College & Hospital, Bhagalpur**. The Bid Security of the Successful Bidder shall be returned within 7 days of submission of Performance Security and for unsuccessful bidder(s) it would be returned within 15 days of signing of the contract with the Successful Bidder. Bid(s) received without the Bid Security will be rejected.

10. Taxes/Duties

Rates quoted should be inclusive of all taxes as is being levied; however, in case of any future change in GST (increase/ decrease), applicable on the services offered by the Agency, the authority shall make respective adjustment (increase/ decrease) in the payments. Bidder shall pay all the statutory taxes levied by Government or Local bodies.

11. Right to accept and to reject any or all Bids

Notwithstanding anything contained in this tender, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

12. Validity of bids

Bids shall remain valid for 120 days from the date of opening of the bid.

13. Correspondence with the Bidder

The Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

14. Documents Required

The following documents duly attested should be submitted with the **Technical Bid**.

S. No	Technical Bid Documents (Mandatory)
1	Duly filled format of Technical Bid as per Annexure 2
2	<ul style="list-style-type: none"> • For Company - Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013 • For Partnership Firm- Registration Certificate issued by registrar of firm under partnership act 1932 • For Society/Trust- Certificate issued under society registration act 1860/ Indian Trust Act 1882 • For Proprietorship firm- Certificate issued under shop & Establishment Act
3	Bid Security in the form of a Demand Draft as mentioned in Clause 9

4	Experience certificate/ work completion certificate of providing minimum three years of “Cleaning services “on outsourcing basis in Govt. offices/ PSUs or private hospitals (minimum 150 bedded hospital). Annexure 3
5	Affidavit (sworn before public notary/ executive magistrate) stating that the agency is not Blacklisted/ banned/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 5 years from the last date of submission of bids, and No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder. The bidder shall declare all ongoing litigations it is involved in with any government agency/ state/ central department/ PSU. Annexure 4
6	(c) Audited Balance sheet and; (d) Statement of: iv. Profit & Loss Account, and a copy of challan related to annual return filed with ROC and any other related financial statements (if the bidder is registered under Companies Act), or v. Income and expenditure account, Receipts and Payments account and other related financial statements (if the bidder is registered under Societies and Trusts Act), or, vi. Profit and loss account, Income tax return. (if the bidder is proprietorship firm)
7	Copy of PAN Card
8	Proof of Income Tax Filing for the last three financial years
9	Copy of Goods & Services tax (GST) Registration Certificate

All copies of documents mentioned above should be signed by the Bidder on each page.

The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language in any printed document furnished by the bidder in connection with its tender may be written in any other language, provided the same is accompanied by self-attested English translation, and for purposes of interpretation of the tender, the English translation shall prevail. However, if the language of any of the printed document(s) submitted by the bidder is/are in “Hindi” language, then there is no need for providing an English translation of the same document, for interpretation.

15. Evaluation

15.1. Technical Evaluation:

A Tender Evaluation Committee shall be formed by the Authority to evaluate the submitted Bids. Bidders failing to submit relevant mandatory documents in support of having fulfilled the stipulated eligibility criteria will be summarily rejected.

15.2. Financial Evaluation:

The evaluation for Financial Bid shall be done for technically successful bidders.

15.2.1. Lowest Bid shall be termed as L1 and higher bids shall be termed L2, L3 & so on.

15.2.2. If there is a discrepancy between the unit price and total price, then the unit price shall prevail and the total price shall be corrected.

15.2.3. If there is a discrepancy between words and figures, the amount in words shall be considered as valid. If the bidder does not accept the correction of the errors, his bid shall be rejected.

16. Award of contract

The contract for providing cleaning services at the medical college & hospital shall be awarded to **L-1 Bidder** (as mentioned in the **Annexure 1**), whose bid has been determined to be substantially responsive technically and commercially acceptable by the technical committee and has been determined as the lowest evaluated price bid for the services.

In case of a tie, Authority shall break the tie in the following order of priority:

- **Work experience:** Bidder with higher work experience of similar nature in Govt. offices/ PSUs or other private organizations. Work experience will be calculated on the basis of the total number of months for which the Bidder has been providing similar services. In case the Bidder had provided services under 2 different projects, simultaneously, both of them will be calculated and taken into consideration.
- **Turnover:** Bidder with higher average annual turnover of last 3 years

In case L-1 bidder denies / fails to honor the contract / LoI the authority shall be at freedom to negotiate with L2, L3... (in this order) responsive bidders with their consent to enter into an agreement with the authority to provide services at L1 rate. Also in case L1 fails to provide services within timeframe as per the purchase order, the authority shall be at freedom to procure the same from L2, L3..... (in this order) responsive bidders at L1 rate.

17. Intimation Letter to Successful Bidder / Notification of Award

- 17.1. Prior to expiration of the period of Bid validity, Authority will notify the Successful Bidder ("Agency") in writing that its Bid has been accepted by issuance of Letter of Intent (LOI).
- 17.2. Within 15 days of receipt of such intimation, the successful Bidder shall give its acceptance to the Authority and submit the required Performance Security which shall be equivalent to 10% of the annual contract value.

18. Signing of agreement

The signing of agreement shall constitute the award of contract on the Successful Bidders. The agreement with the Successful Bidder shall be signed within a week of submission of Performance Security.

The Successful Bidder shall commence the service only after the signing of the contract with the Superintendent of the Medical College & Hospital.

The selected Bidder shall start complete services within 30 days of signing of contract. In case of delay in roll-out of services, appropriate penalties may be imposed in such case.

- a) Failure to start the services within 30 days of sign of contract shall lead to imposition of penalty from 31st day to 60th day, the selected agency will be levied INR 5,000 per week, for delay of every 7 days, to be appropriated from Performance Bank Guarantee submitted by the service provider, or deducted from the future monthly payment.
- b) Failure to provide complete services in the hospital with-in 60 days from the date of signing of contract may lead to termination of the contract, and forfeiture of the Performance Security/Earnest Money Deposit (EMD).

19. Anti-Collusion

The Bidder shall not communicate to any person other than the Authority the amount of any Bid, adjust the amount of any Bid by arrangement with any other bidder, make any arrangement with any other bidder about whether or not he or that other bidder should or should not bid or otherwise collude with any other bidder in any manner whatsoever

in the tendering process until the Bidder is notified by the Authority of the outcome of the tender exercise. Any breach of or non-compliance with this clause by the Bidder shall, without affecting the Bidder's liability for such breach or non-compliance, invalidate his Bid.

20. Others

- 20.1. Bidders are requested to study the terms and conditions of the tender document carefully and then submit tenders accordingly.
- 20.2. A Bidder shall submit only one application. A Bidder who submits, or participates in, more than one application will cause all the bids in which the Bidder has participated to be disqualified.
- 20.3. The Tender not received on "**Two Bids**" basis, will be summarily rejected.
- 20.4. An authorized representative may remain present at the time of opening of the tender.
- 20.5. The successful Bidder/ Agency shall not at any point of time engage sub-contractors or transfer the contract total or in part to any other agency. In the event of sub-contracting the successful Bidder/ Agency is liable to termination, and black-listing for 5 years, and the performance security shall also be forfeited
- 20.6. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 20.7. The decision of the Authority shall be final, and no enquiries, or application for review, shall be entertained. The Authority reserves the right to amend any of the conditions, if required or cancel or reject all or any bid/tender without assigning any reason.

Annexure 1: Financial Bid

Name of the Medical College	Area of the hospital (in sq. meter)		Cleaning Rate (Rs/sq. meter/ day)		Total Cleaning rate for a month	
	Internal	External	Internal	External	Internal	External

1. Total Cleaning rate for a month = Total Internal Cleaning rate + Total External Cleaning rate
2. The Bidder with the lowest Total Cleaning rate for a month will be selected.

The above rates are all inclusive; however, in case of any future change in GST (increase/ decrease) applicable on the services offered by the Agency, the authority shall make respective adjustment (increase/ decrease) in the payments.

Date:
Place:

Name and Designation of the Bidder:
Signature of Bidder:
Seal of the Bidder:

Note –

- **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** will provide the exact details of the area (in square meter) to the Bidder(s).
- If the hospital area is not known, **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** should get the area calculated from Junior Engineer.
- While calculating the area of the hospital, floor area and wall tiles' area (only upto 6 feet) should be considered. However, the Agency shall not limit its work upto 6 feet and do the cleaning of roof and walls even above 6 feet as mentioned in the Annexure 5 Section 1: Obligations of Agency.

Annexure 2: Technical Bid

S. No	Details of the Bidder	Response
1	Name of the Bidder	
2	Address of the registered office of the Bidder	
3	Telephone (with STD Code) and Mobile number	
4	State clearly whether it is Firm/Agency or a company or a NGO	
5	Whether the Bidder is registered, attached copy of the certificate of registration	
6	Name of the Owner(s)/Partners	
7	Details of Bid Security	
8	Goods & Services Tax Registration Certificate	
9	PAN Number	
10	TIN Number	
12	Name and Mobile Number of a Key person, who can be contacted at any time.	

Date:
Place:

Name and Designation of the Bidder:
Signature of Bidder:
Seal of the Bidder:

Annexure 3: Prior Experience

Experience during last 3 years (attach documentary proof / certificate from concerned organization)

S. No	Name of work	Year	Agency who awarded the work	Contact person/ Telephone Number	Remarks

Date:
Place:

Name and Designation of the Bidder:
Signature of Bidder:
Seal of the Bidder:

Annexure 4: Self Declaration Form

Sir,

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/ director(s) are not blacklisted/ barred/ convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of GoB or by any entity of state government /or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason and from participating in Project(s) during the last 5 years from the date of submission of bids/tenders, as on the _____ *(Date of Signing of Application)*.

And that no criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against us.

And that we are hereby declaring all ongoing litigations where our promoter(s) / director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.

Further, we are annexing a certified copy of the litigations with this affidavit.

We further confirm that we are aware that, our bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Place -

Yours faithfully

Date -

Signature of the bidder

Name and Designation of the

bidder

(This form shall be duly filled-up and signed by the bidder & submitted along with the original copy of the Bid)

Annexure 5 - Key terms of the Contract

1. Obligations of Agency

1.1. Internal Cleaning

1. The Agency shall be responsible for cleaning, sweeping, mopping with disinfectant of all floors, stair cases, cabins, lobbies, corridors, ceilings, reception, pantries, kitchen, laundry area, office rooms, training rooms, waiting areas and overall campus as per Provisional Cleaning Schedule provided in **Schedule A**.
2. The Agency shall be responsible for cleaning and mopping of wards and all other rooms including but not limited to ICU, Pathology, X-ray, C.T. Scan, Post-mortem, Store rooms at regular intervals on daily basis (including wall tiles and roofs) as per Provisional Cleaning Schedule provided in **Schedule A**.
3. The Agency shall be responsible for cleaning, mopping, disinfecting labour room, OT floors, walls, ceilings/ OT lights in morning before starting the case, in between cases and terminal cleaning at the end of the day (as per instruction & direction of OT In-charge and laid down procedure); Disposal of waste after every operation at appropriate place.
4. The Agency shall be responsible for cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. of all departments at regular intervals on daily basis. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles.
5. The Agency shall be responsible for cleaning, dusting of electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats, firefighting equipment, medical equipment, computer systems, phones, doors, windows, furniture, window glasses, grills, curtains etc.
6. The Agency shall be responsible for cleaning blood spills and others such as human excrement, urine, vomitus, sterile body fluids, as & when required
7. The Agency shall be responsible for cleaning of dust bins, waste paper baskets, cobwebs etc. and disposing off all collected refuse on daily basis at regular intervals
8. The Agency shall be responsible for spraying room fresheners in all rooms on daily basis at regular intervals
9. The Agency shall re-stock toiletries, which include soap, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check -ups in the morning, afternoons and on call basis during daytime

1.2. External Cleaning

1. For external cleaning of the campus, the Agency needs to do brooming every morning and in afternoon
2. The Agency shall be responsible for cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, pump rooms, electrical substation, main gates, etc. as directed by the Administrative Officer
3. The Agency shall be responsible for weekly cutting of bushes, grass & pruning of tress as and when required
4. The Agency shall be responsible for developing and maintaining a garden with seasonal flowers in the hospital premises
5. Drains should be cleaned daily & more frequently using chemicals; the Agency to prevent stagnation, over-flow of water & water logging.

1.3. Others

1. The Agency has to purchase and install dust-bins in every corner of the hospital premises

2. The Agency shall purchase and install 3 colour coded bins of size not less than 4 feet in the outer premises of hospital, and Cardboard boxes with blue coloured marking as per Bio-medical Waste Management Rules 2016.
3. The Agency shall be responsible for storage of all waste material including bio medical waste (BMW) at appropriate place identified by the authorised officials of the hospital in case the BMW agency doesn't turn up within 48 hrs.
4. 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 from time to time
5. The Agency shall be responsible for collection & disposal of waste as per norms of Bio Medical waste management
6. The Agency shall be responsible for cleaning of overhead tanks at least once every month.
7. The Agency shall be responsible for periodical spraying of Insecticide/ Rodenticide/Pesticide for prevention of flies, rodents & pests in the hospital premises
8. The Agency will also ensure that the garbage collection / disposal work does not adversely affect the surroundings or personnel deputed for the work
9. The Agency has to display a board in each & every zone displaying the time & date at which the area was cleaned which will be certified by the Supervisor appointed by Agency
10. Taps, bulbs and all other light fittings shall be replaced and maintained by the Agency. The cost incurred on these will be reimbursed by the Authority on submission of original bills
11. The Agency shall procure and arrange all the materials (**Schedule B**) on all days including Saturdays, Sundays and Holidays
12. Any other work of similar nature assigned by the Hospital authorities

1.4. HR related

1. The Agency shall deploy and ensure requisite and adequately trained personnel (18+ age) at the hospitals for 24*7 cleaning as mentioned in **Schedule C**. The HR allocation provided in **Schedule C** is indicative in nature, and as per requirement, the authorised official may re-designate the concerned man-power provided by the Agency, within the hospital.
2. For daily supervision, the Agency shall appoint a qualified full time Supervisor who will ensure that the work is done properly. The Supervisor should be present on daily basis.
3. The assigned supervisor is required to conduct refresher trainings for workers, every 3 months. These trainings must be conducted in the presence of the authorised official or his/her representative from the hospital administration.
4. The Agency shall abide by the rules and regulation relating to various labour laws such as Minimum Wages Act, ESI and PF etc. The authority will not be a party at any stage to any kind of dispute relating to the above.
5. Uniform and ID card should be provided to all the workers and they should wear it at all times. Agency should provide 2 sets at the start and replace them after every 6 months.
6. Protective gear including boots, gloves etc. shall be provided by the Agency to the housekeeping staff.
7. The Agency shall ensure that the person deployed are disciplined and consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act are strictly prohibited.
8. Any misconduct/misbehaviour on the part of the manpower deployed by the Agency will not be tolerated and such person will have to be replaced by the

Agency at his own costs, risks and responsibilities immediately, with written intimation to the Hospital Administration.

9. The housekeeping staff deployed by the Agency shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the Hospital has every right to remove the said person, immediately and responsibility if any to be borne by the Agency.

2. Obligations of Authority

- 2.1. The Agency shall be make regular payment to the Agency as per the terms of the contract.
- 2.2. Hospital administration will provide space for a store room to the Agency in the premise of the hospital for storing equipment and materials
- 2.3. The Agency shall be responsible to motivate hospital staff, patients & their relatives regarding cleanliness by putting display boards (No Smoking, Keep Silence etc.) at appropriate places.
- 2.4. The Authority shall incorporate feedback about the services being provided by the Agency in its regular feedback mechanism and collate such feedback from the patients on a regular basis.

3. Terms of Payment

- 3.1. The Agency needs to submit its bills for the preceding month by the 5th day of every working month in accordance with the approved rates to the competent Authority in triplicate. (Bills and requisite documents submitted after 5th day of the month will be considered for payment in the next month) The bills will be accompanied with a copy of Attendance and Performance formats. The authorised official will check the bills & certificates, verify them and along with a statement of penalties to be levied based on the KPIs, and release the payments before 15th of the month. Wherever applicable, the finance cell should initiate electronic funds transfer instead of cheque payment to the Agency within the prescribed time limits.
- 3.2. In case the Agency defaults on its obligations through the Key Performance Indicators (KPIs), a penalty shall be levied as mentioned under **Schedule D**.
- 3.3. In case a bill submitted on time, and final payment (after deducting any applicable penalties) is not processed in time, (in line with Clause 3.1) despite availability of funds, interest @12% per annum shall be payable to the concerned agency, and the same shall be recovered from the concerned authority/concerned person responsible for the delay.

4. Review and Monitoring Structure

4.1. Reporting:

- a) The Agency shall maintain proper Log Books for the services being provided with adequate details related to services, staff availability and equipment and materials availability.
- b) These Log Books shall be verified and signed by the authorised official - on a daily basis.

4.2. **Monitoring:**

- a) **Daily Inspection:** The authorized person of medical college shall inspect services being provided by the Agency on a daily basis with the help of the medical college staff. The Authority I/C shall monitor services in all the three shifts with at least 8 days of direct monitoring in each shift in a month.
- b) **Weekly monitoring:** Medical College's authorized official will do the weekly monitoring on a random basis (at least 4 inspections in a month). The scope of these inspections will include but not limited to checking of the Agency's services, feedback interviews with patients and hospital staff. Findings of these inspections shall be recorded on weekly basis and shared with the Agency within 2 days of the visit.
- c) **Monthly Review Meeting:** The Medical Superintendent shall convene a monthly review meeting with the head of the Agency to review performance of the service provider. The discussion points shall be recorded and action items agreed. Copies of minutes of the monthly review meeting will be shared with the Agency within 3 days of holding the meeting. The copy of the Minutes should also be shared with the Health Department and put on the medical college's notice board.
- d) **Random Review Inspections:** Medical College/Health Department may randomly review services provided by the agency, through its representatives or Third-Party Agency (TPA). Medical College may review the performance of services through inspections/discussions with medical college's representative.

5. **Penalty**

In case the Agency defaults on its obligations through the Key Performance Indicators (KPIs), a penalty shall be levied as mentioned under **Schedule D**. The total penalty in a month shall not exceed 10% of the monthly invoice value.

The penalty shall be arrived at after reviewing the log books and Performance certificates, and shall be deducted from the payments in the following month. In case of exceptional circumstances, the penalty may be deducted from the performance security.

6. **Performance Security**

- 6.1. The Agency will be required to deposit an amount equal to _____ *<To be decided by the Authority> (Guidance - the performance security can be in the range of 5% - 10% of the estimated annual payout>* as Performance Security within 15 days of notification of award of contract, failing which the contract will be cancelled and awarded to the second highest bidder.
- 6.2. The Performance Security should be in the form of Bank Draft or Bank Guarantee issued by a scheduled bank in favour of **Jawaharlal Nehru Medical College & Hospital, Bhagalpur**. If submitted in form of bank guarantee, must be in the format provided in **Annexure-6**, and valid upto 90 days beyond completion of all contractual obligations of both the parties.
- 6.3. **Appropriation of Performance Security:** In the event of the Agency being in default of the due, faithful and punctual performance of its obligations under the Agreement during the Contract Period or owing any sums whatsoever to the Authority under the Agreement or in the event of there being any claims or demands whatsoever which may at any time be made or have been made on behalf of the Authority for or against the Agency under the Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant or delinquent amounts from the Performance Security towards Damages as per the terms of the Agreement.
- 6.4. Performance Security will be refunded within 90 days of expiry of the Agreement.

- 6.5. The Agency shall not get any interest on security money deposited. If the Performance Security is not refunded within 90 days of the expiry of this contract, an interest of 5% p.a. shall be payable by the Authority to the Agency for the delay.

7. Force Majeure

- 7.1. Neither party shall be liable for any failure or delay in performance to the extent said failures or delays are in the nature of Acts of God including floods, fires, earthquakes, wars, riots, acts of governments occurring without its fault or negligence or the effects of which persist despite reasonable efforts undertaken by the party unable to perform to mitigate the effects, and such party does everything reasonably possible to resume its performance.
- 7.2. A party affected by an event of force majeure shall give the other party written notice, with full details as soon as possible and in any event not later than three calendar days of the occurrence of the cause relied upon.

8. Dispute Settlement

- 8.1. Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.
- 8.2. If the parties fail to resolve their dispute or difference by such mutual consultation within thirty days of its occurrence, the same shall be referred to the Principal Secretary, Health Department, GoB, who will nominate an Executive who/which shall then scrutinize the claims/disputes that have been referred and make efforts for amicable settlements by mutual discussions/negotiations.
- 8.3. If the parties fail to resolve their dispute or difference by such mutual consultation within sixty days of its occurrence, then, either the Tender Inviting Authority or the Service Provider shall give notice to the other party of its intention to commence arbitration as agreed. The Arbitration proceedings shall be conducted at Patna Bihar, India, under the Arbitration & Conciliation Act, 1996 and amendments thereafter.

9. Modification of contract

The Agreement may be supplemented, amended, or modified only by the mutual agreement of both parties. No supplement, amendment, or modification of the Agreement shall be binding unless it is in writing and signed by the two parties.

10. Event of Default

It shall be an Event of Default if:

- 10.1. The Agency or its employee fails to comply with any of the obligations listed out under the Agreement.
- 10.2. Any representation or warranty made by the Agency under the Agreement found to be incorrect in any material respect.
- 10.3. The Agreement becomes unlawful or is declared void.

11. Termination

- 11.1. Without prejudice to any other rights and remedies, on the occurrence of an Event of Default, the Authority may terminate this agreement immediately on giving written notice to the Agency, if such Event of Default is not remedied within 20 days of receipt by the Agency a notice in writing specifying the breach required to be remedied.
- 11.2. If the Agency fails to provide satisfactory service despite several notices, this Agreement can be terminated by the Authority by giving one month notice.

- 11.3. Either party may terminate this agreement without assigning any reason by giving a ninety days' notice.
- 11.4. In the event force majeure event continues for one hundred and twenty (120) days or more, the non-affected party shall have the right to terminate the Agreement by issuing a Termination Notice.
- 11.5. Upon termination of the Agreement, the Agency shall vacate the premises and withdraw its services and staff.

12. Covenants

- 12.1. Agency shall ensure compliance with all applicable laws, rules and regulations, guidelines or policies for the performance of obligations under the Agreement.
- 12.2. Agency shall be responsible for any existing government charges, taxes, liabilities or fees or any personnel taxes and shall indemnify and hold harmless the Authority for any liability in this connection.
- 12.3. Other than as may be permitted by the Agreement, Agency shall not disclose, use or share any data/information/record, etc. with respect to the medical college & hospital where it is providing services and shall treat all information as confidential.

13. Limitation of Liability

- 13.1. Nothing herein shall impose any liability upon the Authority in respect of any defects/death arising out of the acts, omissions, commissions, negligence or defaults on part of the Agency, its employees, staff and/or agents for any failure by the Agency in carrying out their roles and responsibilities mentioned in the Agreement.
- 13.2. The Agency shall be responsible for due compliance with all the applicable Central, State, Municipal and Local Statutes, Rules and Regulations made there under with respect to the objectives contemplated herein. Any penalty fees levies or the likes if any imposed by any authority due to any non-compliance shall be solely to the account of the Agency and will not be borne by the Authority.
- 13.3. The Agency will not be responsible for any loss or damage that third parties may suffer to due events such as fire, flood, storms, earthquakes, accidents, etc.

14. Indemnity

- 14.1. Agency shall indemnify Authority on demand, against any loss, destruction, or damage to any property or any loss, injury, or death of any person caused by the negligent act or omission or will ful misconduct of Agency or its employees or agents
- 14.2. Agency shall indemnify Authority on demand, against all claims, costs, demands, allegations, charges, expenses and liabilities of whatsoever nature arising out of or in connection with any claim arising out of Agency's performance of its obligations under the Agreement.

Annexure 6 – Format for Performance Security

Ref: Bank Guarantee No.:

Date:

To

Superintendent,
**Jawaharlal Nehru Medical College &
Hospital, Bhagalpur**

Dear Sir,

WHEREAS..... (Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Contract dated 2018 (hereinafter referred to as "the Contract") to provide cleaning services at _____ (**Jawaharlal Nehru Medical College & Hospital, Bhagalpur**) under Public Private Partnership Model.

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Nationalized / Scheduled Commercial Bank for the project/performance of providing cleaning services at **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** as per the agreement.

WHEREAS we ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give the medical college the Guarantee:

Therefore, the Bank hereby agrees and affirms as follows:

- 1) The Bank hereby irrevocably and unconditionally guarantees the payment of INR _____ to _____ under the terms of their Agreement dated on account of full or partial non-performance / non-implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** under this Guarantee shall not, under any circumstances, exceed in aggregate.
- 2) In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** stating full or partial non-implementation and/ or delayed and/or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** any and all sums demanded by **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from Jawaharlal Nehru Medical College & Hospital, Bhagalpur to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr.....
- 3) This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 15 months from the date of its execution.
- 4) The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a) Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
 - b) Any breach or non-compliance by the bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between bidder and the Bank.
- 5) The Bank also agrees that **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against vendor and not

withstanding any security or other guarantee that **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** may have in relation to the bidder's liabilities.

- 6) The Bank shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** or any other indulgence shown by **Jawaharlal Nehru Medical College & Hospital, Bhagalpur** or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
- 7) This guarantee shall be governed by the laws of India and only the courts of Patna, Bihar shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of 2017

Witness

(Signature)

(Signature)

(Name)

(Name)

Bank Rubber Stamp

(Official Address)

Designation with Bank

SCHEDULE – A**Provisional Cleaning Schedule**

S. No	Area/Item	Job	Frequency
1	OT and Labour Room	Daily cleaning, mopping and disinfecting floors, walls, ceilings, lights etc.	Before starting the day and at the end of the day
2	OT and Labour Room	Cleaning and disinfecting	Before each case
3	LICU, Wards, and all other rooms	Mopping & sweeping.	Twice in each Shift
4	Store room, Kitchen area, laundry area, training area, waiting area etc.	Mopping & sweeping	Twice in each Shift
5	All corridors, stair cases, cabins, lobbies, Public Areas, office rooms etc.	Mopping & sweeping & Floor scrubbing	Twice in each Shift
6	Drinking water	Cleaning of mug/glass	Twice daily
7	Toilet	Cleaning of stains & disinfection in the toilet including wash basins, toilet pans and other plumbing fittings;	Twice in each Shift
8	Collection of waste	Collection by trolley	Four times Daily
9	Roads, open areas and surroundings	Fine sweeping	Twice daily
10	Office glass and windows	Cleaning of stains	Daily
11	Tiles other than toilet	Removal of stains, dust & cobwebs	Daily
12	Clearing of dust bin	Emptying of dust bins	Twice daily
13	Waste materials	Hand pick	4 times/day
14	Cob webs	Removal of dust and cob webs	Weekly
15	Other glass & window	Cleaning of stains and dirt	Monthly
16	Fans and Tube light	Removal of dust and cob web	Monthly

Note: Any other work of similar nature assigned by the Hospital authorities will have to be done by Agency

SCHEDULE – B

List of materials

S. No	Items	S. No	Items
1	Soap	13	Broom
2	Detergent	14	Mop
3	Vim	15	Mugs
4	Bathroom Acid	16	Buckets
5	Phenyl /Lizol	17	Dust-bins
6	Dettol Anti Septic	18	Rat Kill
7	Odonil	19	Hit Insect Killer
8	Sanitary Cubes	20	Bleaching Powder
9	Bathroom Floor Cleaner	21	Naphthalene Ball
10	Glass Cleaner/Colin	22	Room Freshener
11	Furniture Cleaner	23	Gamaxin
12	Toilet Cleaner/ Harpic	24	Hypo-chloride Solution
		25	Liquid/Electric Mosquito repellent (no coils)

Note: The Authority may add to the above list in case of specific requirements.

All the above mentioned items are to be procured and provided by the Agency regularly to ensure proper cleaning services. Verification of stock and quality of these items will be done by Office In-charge. The materials being used by the Agency would be of superior quality/standard and of prominent brands.

Brushes and other materials used for toilet cleaning shall be kept separately and these should not be used for cleaning other areas.

SCHEDULE – C

Manpower Requirement (excluding Supervisor)

S.No	Area	Staff in morning shift	Staff in afternoon shift	Staff in night shift
1	OT			
2	Delivery Ward and Labour Room	(women)		
3	Toilet for Delivery ward			
4	ICU and wards			
5	Other hospital premises (including outer premises)			
6	Toilets in the campus			
Shift wise staff				

Total staff for Medical College & Hospital = Sum of staff in all 3 shifts

<Medical College will enter the expected manpower requirement, based on the floor-area and other factors>

SCHEDULE – D

Performance Matrix

S. No	Performance Indicators	Expected Level	Measurement protocol	Penalty in case of non-compliance
1.1.	Initial sweeping & mopping of all areas shall be completed by 8:00 AM everyday	At least 90% of times during a month	To be verified from daily Log Book	1% of the total monthly invoice
1.2.	Staff availability	100%	To be verified from daily Log Book/ attendance sheet	Rs. 500 per day in case of absence of Supervisor; Rs. 200 per staff per day of absence
1.3.	Materials (Schedule - B) available at all times	100%	To be verified from daily Log Book/Stock Book and weekly (random) inspection by authorised official/on duty doctor/ ward in-charge	1% of the total monthly invoice
1.4.	Feedback Form complaints	Less than 5% of the total feedback forms filled in a month should have complaints regarding the services of the Agency	Inputs from feedback forms to be collated by authorised official on a weekly basis and communicated to the Agency	1% of the total monthly invoice
1.5.	Mops/ brooms etc. should be replaced every month	100%	To be verified by authorised official on monthly checks. Agency to inform the authorised official when they have new stock every month through purchase receipts	1% of the total monthly invoice
1.6.	Toilet cleaning equipment should be used only for toilet cleaning	100%	To be verified from daily and weekly (random) inspections by authorised official/ ward in-charge	5% of the total monthly invoice

SCHEDULE - E

Format for Attendance Certificate – to be kept with Medical College & Hospital

Jawaharlal Nehru Medical College & Hospital, Bhagalpur		Month:	
---	--	---------------	--

Tick (√) the box if the staff was present

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Staff Name 1															
Staff Name 2															
Staff Name 3															
Staff Name 4															
Staff Name 5															
Staff Name 6															
Staff Name 7															
Staff Name 8															
Staff Name 9															
Staff Name 10															

Name of the Agency’s Representative

Name of the Authority’s Representative

Signature

Signature

Note: In case of temporary replacement staff, note the staff name in remarks column. Also mention the duration of the temporary replacement

SCHEDULE F

Equipment/Material Availability

Jawaharlal Nehru Medical College & Hospital, Bhagalpur		Month:	
---	--	---------------	--

EQUIPMENTS	DATE															Authority's Representative's Sign
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Equipment 1																
Equipment 2																
Equipment 3																
....																
....																
Remarks																

**The final log book format to be developed by the authorised officer (Authority's representative)*

Schedule G: Daily log to be maintained by agency at Jawaharlal Nehru Medical College & Hospital, Bhagalpur

Log-Book Format

To be maintained by The Agency Supervisor

Area	Morning Shift		Afternoon Shift		Night Shift		Service Requirements (Bulbs/other fittings) Or Any Remarks	Supervisor's Signature	Department I/C Signature
	Time of cleaning	Attendance <i>Check-in & Check-out time</i>	Time of cleaning	Attendance <i>Check-in & Check-out time</i>	Time of cleaning	Attendance <i>Check-in & Check-out time</i>			
OT room									
Delivery/labour ward									
Labour room									
Toilet for delivery ward									
ICU									
General ward									
Emergency ward									
Other Toilets & Urinals									

Signature of authorised official

Date:

Signature of Supervisor

Date: