



National Competitive Bidding

REQUEST FOR PROPOSAL (RFP)

For

Out Sourcing of Mechanized Cleaning (Housekeeping) and Gardening Services in 10 Government District Hospitals & 03 MCH (100 Bedded) Wings of Uttar Pradesh

Part I: Instructions to Bidders

Issue Date: 05/05/2022

Bid Reference. No. : UPMSCL/SR/Mec. Cleaning/008/22-23

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

(A Government of Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector- 7, Gomti Nagar Extension, Lucknow - 226010 Website: <http://www.upmsc.in>

, <https://etender.up.nic.in>, Email:

equipment@upmsc.in, Tel. no. 0522- 2060098

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED
 (A Government of Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector-7, Gomti
 Nagar Extension, Lucknow - 226010 Website: <http://www.upmsc.in>,
<https://etender.up.nic.in>

INVITATION FOR BID

For

OUTSOURCING OF MECHANIZED CLEANING (HOUSEKEEPING) AND GARDENING
 SERVICES IN 10 GOVERNMENT DISTRICT HOSPITALS & 03 MCH (100 BEDDED) WINGS OF
 UTTAR PRADESH

S.N	Activity	Date and Time
1.	RFP No.	UPMSCL/SR/Mec. Cleaning/008/22-23
2.	Commencement of Downloading of Tender Document	05 th May, 2022 from 06:00 PM Website of www.etender.up.nic.in
3.	Date of Pre bid meeting	12 th May, 2022 at 02:30 PM in Conference Hall of UPMSCL, Lucknow.
4.	Last Date and Submission of online Bids	31 st May, 2022 up to 03:00 PM
5.	Date, Time and Place of Opening of Technical Bids	31 st May, 2022 up to 04:00 PM in the office of UPMSCL, SUDA Bhawan, Lucknow
6.	Date of Completion of Examination of Technical Bid	To be declared on www.upmsc.in and www.etender.up.nic.in
7.	Date and Time of opening of financialbid	To be declared on www.upmsc.in and www.etender.up.nic.in
8.	Date of Completion of Examination of Financial Bid	To be declared on www.upmsc.in and www.etender.up.nic.in
9.	Validity of Bid	180 days
11.	ADDRESS FOR COMMUNICATION	Uttar Pradesh Medical Supplies Corporation Ltd., SUDA Bhawan, 7/23, Sector-7, Gomti NagarExtension, Lucknow-226010

1. The cost of tender document is acceptable RTGS/NEFT only.
2. EMD should be deposited one day prior to the date of submission of bid from bank account of the bidder only to UPMSCL (Detail of which is as under).
Account Holder Name: Uttar Pradesh Medical Supplies Corporation Ltd.
Account No: 39366886265,
Bank Name: State Bank of India,
Branch- UP Civil Secretariat, Vidhan Sabha Marg, Lucknow, Uttar Pradesh.
IFSC code: SBIN0006893
(E-Transfer receipt has to be uploaded with the Tender & UTR No. Should be mentioned clearly)
3. The Tender Inviting Authority reserves the right to extend the schedule of tender or to reject the tender without assigning any reason.
4. Note: Please number the documents with serial number on each and every page and do mention the total number of pages of bidding document. In technical Bid parallel assign the corresponding page numbers of supporting documents. Any discrepancy or misrepresentation in this aspect will not be entertained.
5. A prospective Bidder requiring any clarification of the Bidding Documents may notify the TIA in writing or by an e-mail at the TIA's mailing address indicated in the Invitation for Bids. The TIA may conduct a pre-bid meeting which will be notified in e-tender website/ website of the TIA. The purpose of the meeting will be to clarify issues and to answer questions on any query that may be raised up to that stage. TIA reserves the right to take decision on nature and extent of amendments required.
6. All communication, addendum/corrigendum related to this tender will be issued on the website of www.etender.up.nic.in
7. Uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.
8. Tender Inviting Authority reserves the right to reject any or all the applications without assigning any reason.

Managing Director,
Uttar Pradesh Medical
Supplies Corporation Ltd.

Office of Uttar Pradesh Medical Supplies Corporation Limited

(CIN:U85310UP2018SGC102425)

(A Govt. of Uttar Pradesh Undertaking)

Registered office: SUDA Building, 7/23 Sec-7, Gomti Nagar Extension, Lucknow-226010 Email

Id.: equipment@upmsc.in Website: www.upmsc.in, www.etender.up.nic.in

Contact No.: 0522-2838102

Tender No. UPMSCL/SR/Mec. Cleaning/008/22-23

Date-05/05/2022

E-Tender Notice

(Only through E- Tender on website:-www.etender.up.nic.in)

Uttar Pradesh Medical Supplies Corporation Limited, Lucknow invites online tenders from reputed Firms for **Out Sourcing of Mechanized Cleaning (Housekeeping) and Gardening Services in 10 Government District Hospitals & 03 MCH (100 Bedded) Wings of Uttar Pradesh**. The initial contract period will be for one year and extended to maximum of 2 terms of one year each (1+1+1) which shall be based on satisfactory performance on same terms and conditions with an average increase of cost by 5% every year.

Tender Schedule is given below:-

Tender Schedule

S. No	Activity	Date and Time
1	Tender Reference No.	UPMSCL/SR/Mec. Cleaning/008/22-23
2	Commencement of Downloading of Tender Document	05 th May, 2022 from 06:00 PM Website of www.etender.up.nic.in
3	Date of Pre bid meeting	12 th May, 2022 at 02:30 PM in Conference Hall of UPMSCL, Lucknow.
4	Last Date and Submission of online Bids	31 st May, 2022 up to 03:00 PM
5	Date, Time and Place of Opening of Technical Bids	31 st May, 2022 up to 04:00 PM in the office of UPMSCL, SUDA Bhawan, Lucknow
6	Date of Completion of Examination of Technical Bid	To be declared on www.upmsc.in and www.etender.up.nic.in
7	Date and Time of opening of financial bid	To be declared on www.upmsc.in and www.etender.up.nic.in
8	Date of Completion of Examination of Financial Bid	To be declared on www.upmsc.in and www.etender.up.nic.in
9	Validity of Bid	180 days
10	Address for Communication	Uttar Pradesh Medical Supplies Corporation Ltd., SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010

The details of tender notice are given on website: - www.etender.up.nic.in. Kindly read the tender notice before applying.

Note:-Tender form can be downloaded online from the website of www.etender.up.nic.in before the last date of downloading of bid document as per above mentioned schedule.

The Tender Inviting Authority reserves the right to extend the schedule of tender, issue corrigendum or to reject the tender without assigning any reason.

Jurisdiction of all legal disputes shall be the court of law at Lucknow (UP) India. The details of tender notice are available on website:-www.etender.up.nic.in.

Managing Director
UPMSCL

Request for Proposal (RFP) for Out Sourcing of Mechanized Cleaning (Housekeeping) and Gardening Services in 10 Government District Hospitals & 03 MCH (100 Bedded) Wings of Uttar Pradesh.

National Competitive Bidding (NCB)

Date of issue: 05/05/2022

No:UPMSCL /SR/Mec. Cleaning/008/22-23

1. The Govt. of Uttar Pradesh invites e-bid for performance based Out Sourcing of Mechanized Cleaning (Housekeeping) and Gardening Services in 10 Government District Hospitals & 03 MCH (100 Bedded) Wings of Uttar Pradesh from eligible Bidder.
2. Managing Director, UPMSCL (“the Tender Inviting Authority”) now invites e-bids for selection of Service Provider for Out Sourcing of Mechanized Cleaning (Housekeeping) and Gardening Services in 10 Government District Hospitals & 03 MCH (100 Bedded) Wings of Uttar Pradesh.
3. Bidding shall be conducted through National Competitive Bidding (NCB) procedures as per established procurement procedures.
4. The initial contract period will be for one year and extended to maximum of 2 terms of one year each (1+1+1) which shall be based on satisfactory performance on same terms and conditions with an average increase of cost by 5% every year.
5. The Services are required in the 10 Government District Hospitals & 03 MCH (100 Bedded) Wings of Uttar Pradesh.
6. This tender is in continuation of earlier tender ref. no.: UPMSCL /SR/Mec. Cleaning/347, dated: 11/02/2021 and UPMSCL /SR/Mec. Cleaning/507, dated: 02/11/2021, for finalization of Schedule-09 as mentioned in the said tender. Therefore, participation of the Bidder who is already allotted with 2 or 1 clusters respectively against the earlier tender ref. no.: UPMSCL /SR/Mec. Cleaning/347, will be considered “Not eligible and “eligible” respectively for this current tender in line of terms as defined in earlier tender also that “A bidder will be issued LOA for maximum any 2 schedules/clusters, however the ultimate decision on allotting the schedules to a bidder shall remain the hands of TIA for closure of the tender process. In case if any schedule or schedules is left out in instance where the bidder already getting 2 schedules the decision on allotting the schedules to a bidder shall also remain the discretion of TIA..”
7. In any case, the Bidder has to submit Bid security for the schedule as following:

Table no. 1

Schedule No	Name of the Hospital	Nos. of Bed	Approx. Cleaning Area (sqm)	Approx. Gardening Area (sqm)	Bid Security (INR)	Minimum Average Annual Turnover (2018-19, 2019-20 & 2020-21) (INR)
1	District Hospital Barabanki	140	13235	2500	6,65,000	1,74,18,000
	District Women Hospital Barabanki	63	3865	100		
	MCH Wing, Barabanki	100	6500	100		
	Combined Hospital Gauspur Barabanki	100	2000	100		
	District Hospital Sultanpur	226	11658	450		
	District Women Hospital Sultanpur	82	3776	100		

Schedule No	Name of the Hospital	Nos. of Bed	Approx. Cleaning Area (sqm)	Approx. Gardening Area (sqm)	Bid Security (INR)	Minimum Average Annual Turnover (2018-19, 2019-20 & 2020-21) (INR)
	MCH Wing, Sultanpur	100	6500	100		
	Combined Hospital, Jaisinghpur Chatrapati Sahuji Maharaj Nagar	100	1200	100		
	District Hospital Raibareilly	266	30110	1220		
	District Women Hospital Raibareilly	121	4218	200		
	MCH Wing, Raibareilly	100	6500	100		
	District Hospital Unnao	110	12144	670		
	District Women Hospital Unnao	82	25337	800		

- There may be deviations/variations in cleaning & gardening areas as mentioned in the Table-1. Actual cleaning & gardening area shall be finalized if necessary during signing of the contract.
8. This tender is in continuation of earlier tender ref. no.: UPMSCL /SR/Mec. Cleaning/347, dated: 11/02/2021 and UPMSCL /SR/Mec. Cleaning/507, dated: 02/11/2021, for finalization of Schedule-09 as mentioned in the said tender. Therefore, participation of the Bidder who is already allotted with 2 or 1 clusters respectively against the earlier tender ref. no.: UPMSCL /SR/Mec. Cleaning/347, will be considered "Not eligible and "eligible" respectively for this current tender in line of terms as defined in earlier tender also that "A bidder will be issued LOA for maximum any 2 schedules/clusters."
 9. Each bidder has to provide prices for all the hospitals separately which are listed under a specific schedule. The price bids will be evaluated schedule wise. The contract will be awarded to the bidder quoting the lowest price per schedule. However, the lowest bid price will be evaluated on the basis of total cost per month worked out for each schedule on the basis of rates quoted by the bidder multiplied by the indicative area in sqm. as specified in the bid. So total price quoted by bidder should be inclusive of all applicable taxes excluding GST (See Price Activity Schedule Annexure IX for details). The contract with lowest evaluated responsive bidder of the schedule will be signed by Director General, Medical & Health Services, Uttar Pradesh or his/her nominated representative.
 10. Bidders shall meet the minimum eligibility criteria as mentioned in ITB - **Eligibility to bid - Minimum Qualification Criteria** (Part -1) and the eligible bidders shall meet the following qualifying criteria:
 - a. The bidder company should be registered firm/company incorporated under Company Act 1956 or any other body registered under the relevant Act, which allows them to function as a registered commercial entity are eligible to participate subject to fulfillment of other terms and conditions as mentioned in the tender.
 - b. The bidder must be registered under appropriate authorities i.e. must be registered with GST/ Income tax/EPF/ESI authorities/PAN etc;

- c. Must not have been under any declaration of ineligibility by any authority. A declaration to the effect should be furnished;
- d. A consistent history of litigation or arbitration awards against the applicant may result in disqualification;
- e. The bidder has to submit an affidavit regarding compliance of Minimum Wages including all the statutory compliances as per current available Govt. Order (applicable as per tender publishing date) by Labour Dept, Uttar Pradesh, considering total minimum manpower requirement as per bed strength of the hospital. Non submission of this affidavit will lead to rejection of the bid.
- f. Joint Venture is not allowed.
- g. The Bidder should not have been barred/ blacklisted by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and also if such bar/blacklisting subsists as on the Proposal Due Date, the bidder would not be eligible to submit the proposal. The bidder, as the case may be, shall have to submit a notarized affidavit to this effect as per format 3 as part of the Qualification Criteria .Also any entity/bidder which has been punished for any offence or the Director/President/Chairperson of that entity is convicted for any offence or against whom any criminal cases is/are pending before competent court, shall not be eligible to submit the proposal. The bidder, as the case may be, shall have to submit a notarized affidavit to this effect as per affidavit format 3 as part of the Qualification Criteria. If it was found that the bidder had submitted a false affidavit the bid will be deemed void (rejected) and due legal / penal proceedings shall be initiated against the bidder's.

i) Financial Capability:

- a. Qualify minimum average annual financial turnover during the last three as specified in IFB Table-1 of the last 3 (Three) financial years (2018-19, 2019-20 & 2020-21):

Schedule No.	Revised required annual turnover (INR)
1	1,74,18,000

- b. The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be **Rs. 50 Lacs per schedule** and a Solvency Certificate from any Nationalized/ Scheduled bank will be required in ORIGINAL in addition to the scanned copy uploaded on the e-tender portal of GoUP i.e. <https://etender.up.nic.in>. Bids would be considered Non-Responsive if the Solvency Certificate from bank is not submitted in ORIGINAL before last day & time of bid submission.

ii) Past Experience:

- a) **The bidder must have successfully executed / completed same services** (Mechanized Cleaning & Gardening services rendered at Govt. Hospital / Public sector Hospital / Private hospital) in

three (03 financial years out of last four (4) F.Y. i.e. (FY 2018-19, 2019-20, 2020-21 & 2021-22) of value not less than as following:

i. Three same completed services costing not less than the amount equal to:

Schedule No	Value (In INR)
1	2.32 Cr.

OR

ii. Two same completed services costing not less than the amount equal to:

Schedule No	Value (In INR)
1	2.90 Cr.

OR

iii. One same completed service costing not less than the amount equal to

Schedule No	Value (In INR)
1	4.64 Cr.

h. Income Tax clearance Certificate (returns filed) of last 3 financial years (FY.: 2018-19, 2019-20 & 2020-21) and the Balance sheet inclusive of Profit and Loss account for the last 3 years (2018-19, 2019-20 & 2020-21) as mentioned in the BDS Table no.1.

i. Bidder shall have following automatic cleaning equipment for carrying out the mechanized cleaning. The successful bidder shall have to make all this equipment physically available one week prior to commencement of work and these should always remain in working condition during the period of contract. The minimum numbers of set of equipment required per hospital is according to bed strength of hospital.

Below 150 beds	-	One set
151 to 250 beds	-	2sets
251 to 400 beds	-	3sets
401 to 600 beds	-	4 sets
Above 601 beds	-	5 sets

S. No.	Name of Equipment's (in working condition and physically available in hospitals) for Mechanized Cleaning/Gardening	
1	Vacuum Cleaners Wet and Dry- 1	One set
2	Floor cleaning and polishing machine cum Floor scrubbing machine - 1	
3	Window glass cleaning kit - 1	
4	High pressure Jet cleaner - 1	
5	Three bucket system device - 4	

S. No.	Name of Equipment's (in working condition and physically available in hospitals) for Mechanized Cleaning/Gardening
6	Lawn Mover – 1 (if garden available)
7	Caddy Basket -2
8	Blue & Green (one set) dustbins (40 Ltr) in each ward for collection of dry & wet general wastes as required. Hence Dust bin big and small not required in Annexure V of Part III.

* Mechanized Cleaning means use of machines like automatic floor cleaner cum Scrubber, Window glass cleaning kit, High Pressure Jet, Vacuum Cleaners etc.

2. The Bidders are requested to visit the hospitals in the schedule they are quoting to assess the Building space and Gardening Area of each hospital as mentioned in the Bidding Document in Price Activity Schedule. **The department will not be in any case responsible or liable to pay the cost incurred during the assessment of area by the Bidder.** However, the Employer will notify in advance the respective authorities in district hospitals regarding the visits of bidders in 10 District hospitals and 03 MCH wings.

3. The amount of Bid Security shall be, **as mentioned in table given above**, in the form of NEFT/RTGS in favour of Managing Director, Uttar Pradesh Medical Supplies Corporation Limited, Lucknow valid up to 180 days from the date of the Bid submission, submitted and attached proof of NEFT/RTGS to the bid envelop.

4. A pre-bid meeting shall be held as per schedule mentioned in NIT to clarify the issues and to answer questions on any matter relevant to the bid. Non-attendance at the pre- bid meeting shall not be a cause for disqualification of a bidder. No suggestions or objections shall be entertained after the pre bid meeting. All the suggestions and queries have to be submitted in writing. However bidders are requested to e-mail their queries/suggestions BY EMAIL specified above. These queries /suggestions shall be discussed in the pre-bid meeting also.

5. The eligibility criteria and other terms and conditions are given in this RFP document. Interested parties may download the RFP document from website www.etender.up.nic.in & www.upmsc.in. The bidders who are registered with NSIC/MSME, they will get the benefit of this regarding EMD fee as per the rules. But, NSIC /MSME registration should be in the same category of the services. The bidder should also attach the NSIC/MSME certificates for the same in their technical offers. Without the certificate in their technical offers for the same category of services, bidder will be liable for disqualified.

6. The eligibility criteria and other terms and conditions are given in this RFP document. The RFP document is also available on the website www.etender.up.nic.in & www.upmsc.in.

7. The Bidder has to quote the prices only on the BOQ format/Price Schedule (in pdf/xls format) available with the e-Tender. Bids will be evaluated as per price offered for entire schedule. The contract(s) will be awarded to the substantially responsive Bidder offering the lowest price.

8. This tender is in continuation of earlier tender ref. no.: UPMSCL /SR/Mec. Cleaning/347, dated: 11/02/2021 and UPMSCL /SR/Mec. Cleaning/507, dated: 02/11/2021, for finalization

of Schedule-09 as mentioned in the said tender. Therefore, participation of the Bidder who is already allotted with 2 or 1 clusters respectively against the earlier tender ref. no.: UPMSCCL /SR/Mec. Cleaning/347, will be considered "Not eligible and "eligible" respectively for this current tender in line of terms as defined in earlier tender also that "A bidder will be issued LOA for maximum any 2 schedules/clusters."

9. The Bidder (except the Bidder who is already allotted with 2 clusters against the earlier tender ref. no.: UPMSCCL /SR/Mec. Cleaning/347) can bid for the said schedule. Bids will be evaluated as per price offered for entire cluster. The contract(s) will be awarded to the substantially responsive Bidder offering the lowest price. The bidding parameter shall be based on per hospital cost per month quoted by the bidder in the Price Schedule (Annexure IX). Each bidder has to provide prices for all the hospitals separately which are listed under a specific schedule. The price bids will be evaluated schedule wise. The contract will be awarded to the bidder quoting the lowest price per schedule. A bidder will be issued LOA for maximum any 2 schedules/clusters considering the allotment of schedules against tender ref. no.: UPMSCCL /SR/Mec. Cleaning/347 also.

10. However, the lowest bid price will be evaluated on the basis of total cost per month worked out for the schedule. So the total price quoted by bidder should be inclusive of all applicable taxes excluding GST (See format of Price Activity Schedule in Part III: Schedules to the Agreement of RFP for details). The contract with lowest evaluated responsive bidder of the schedule will be eligible for Award of Contract. The contract with lowest evaluated responsive bidder of the schedule will be signed by Director General, Medical & Health Services, Uttar Pradesh or his/her nominated representative. The payment of Service Provider shall be done by the Director / SIC / CMS of the respective hospital.

11. The amount of Bid Security shall be, as mentioned in table-1 of Bid Data Sheet.

12. The Managing Director, UPMSCCL or his/her authorized representative shall be the facilitator and shall sign the Preliminary contract and Letter of Award with the successful bidder (s) and Director General Medical and Health Services, Uttar Pradesh shall be the "Implementing Authority" and is also referred to as "Authority". The implementing contracts shall be signed by Director General, Medical & Health Services, Uttar Pradesh or his/her nominated representative.

13. The contract will be signed by Director General, Medical & Health Services, Uttar Pradesh or his/her nominated representative with the selected Service Provider resulting lowest cost to the Employer, subject to the selected bidder(s) meeting the required qualification criteria for the Schedule.

14. Submission of Bid Security shall be mandatory unless exempted (NSIC) in accordance with UP Procurement manual.

15. The Bidders may at their own cost are requested to visit the various district hospital's Cleaning & gardening area before quoting their prices in the bid to assess the work load.

16. The bidders after purchasing the valid Digital Signature Certificate can only be able to download the Bid document and other related documents and upload online by verifying the Tender Number assigned for the following work from <https://etender.up.nic.in>

17. Detailed Tender document may be downloaded from e-Tender portal of Govt. of Uttar

Pradesh i.e. <https://etender.up.nic.in> through valid digital signature certificate (DSC) prior to the deadline of submission of bids. The bids shall be submitted online following the instructions appearing on the screen. Users/ Bidders are requested to map their system as per the system settings available on the link "Bidders Manual Kit" on the E-Tender portal.

18. After Downloading/getting the tender document/schedules, the bidder should go through them carefully and then submit the documents as asked, otherwise the bids will be rejected. It shall be assumed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the "Bidders Manual Kit" available on E-Tender portal of Govt. of UP (<https://etender.up.nic.in>).

19. MD UPMSCCL, reserves the right to change the opening time and date of the Tender for administrative reasons by notifying the same in the website. In the event of the specified date of opening of bids being declared holiday, for the Employer office, the bid shall be opened on the next working day at the same time and venue.

20. No physical bids are required. Only Photostat copy for proof of RTGS/NEFT against EMD, original Bank Solvency certificate and all original declarations described in the (7) Appendices formats are needed to be submitted in hard copy before last date & time of bid submission.

21. MD UPMSCCL, reserves the right to reject anyone or all bids without assigning any reason thereof.

Managing Director
UPMSCL

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Bidding Data Sheet

1.	Tender Inviting Authority- Herein after referred to as Authority	Managing Director, UPMSCS
2.	Title of RFP	Out Sourcing of Mechanized Cleaning (Housekeeping) and Gardening Services in 10 Government District Hospitals & 03 MCH (100 Bedded) Wings of Uttar Pradesh
3.	Contact person for clarification	General Manager, Equipment- Procurement, UPMSCS (A Govt. of Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector- 7, Gomti Nagar Extension, Lucknow- 226010 Website: http://www.upmsc.in/ , https://etender.up.nic.in Email: equipment@upmsc.in , Tel. no. 0522-2060098
4.	Correspondence Address	General Manager, Equipment- Procurement, UPMSCS (A Govt. of Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector- 7, Gomti Nagar Extension, Lucknow- 226010 Website: http://www.upmsc.in/ , https://etender.up.nic.in Email: equipment@upmsc.in , Tel. no. 0522-2060098
5.	Pre Bid meeting date and venue	Dated 12.05.2022 at 02:30 PM at the office of UPMSCS
6.	Last date for submission of online Bids	Up to 03:00 PM date 31.05.2022
7.	Address for Proposal Submission	MD, UPMSCS (A Govt. of Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector- 7, Gomti Nagar Extension, Lucknow - 226010 Website: http://www.upmsc.in/ , https://etender.up.nic.in Email: equipment@upmsc.in , Tel. no. 0522-2060098
8.	Proposals validity	The submitted Bid shall be valid for a period of not less than 180 days from the "Proposal Due Date".
9.	Bid Security / Earnest Money Deposit Amount Payable	EMD *ref table 1 below
10.	Performance Security	Performance Security shall be valid for 1 year & 6 months from the date of signing of agreement. Performance Security should be in form of Bank Guarantee (in the format specified in Format 12 issued by any Nationalized/Scheduled Commercial bank in favor of Director General, Medical & Health Services, Uttar Pradesh payable at Lucknow. The value shall be 5% of the actual Contract Value.

11.	Language in which proposals should be submitted	English
12.	Single currency for price conversion	Indian Rupees
13.	Opening of Qualification Bids- Through online on website www.etender.up.nic.in	04:00 PM on 31.05.2022 at Office of The MD, UPMSCCL
14.	Announcement of Technically Qualified Bidders	Technically qualified bidders shall be intimated after evaluation by email &/ through website www.etender.up.nic.in
15.	Date, Time & Venue for the opening of Financial Bid	Shall be intimated after Technical evaluation
15.	Agreement Period	<p>The initial contract period will be for one year and extended to maximum of 2 terms of one year each (1+1+1) which shall be based on satisfactory performance on same terms and conditions with an average increase of cost by 5% every year.</p> <p>The Service Provider shall have to renew the Performance Security appropriately in case of renewal of the contract every year as per contract value.</p> <p>In case the service provider does not intend to renew the Contract he needs to notify six months in advance failing which his Performance Security shall be forfeited.</p>

EMD & Turnover Table - 1

Schedule No	Name of the Hospital	Nos. of Bed	Approx. Cleaning Area (sqm)	Approx. Gardening Area (sqm)	Bid Security (INR)	Minimum Average Annual Turnover (2018-19, 2019-20 & 2020-21) (INR)
1	District Hospital Barabanki	140	13235	2500	6,65,000	1,74,18,000
	District Women Hospital Barabanki	63	3865	100		
	MCH Wing, Barabanki	100	6500	100		
	Combined Hospital Gauspur Barabanki	100	2000	100		
	District Hospital Sultanpur	226	11658	450		
	District Women Hospital Sultanpur	82	3776	100		
	MCH Wing, Sultanpur	100	6500	100		
	Combined Hospital, Jaisinghpur Chatrapati Sahuji Maharaj Nagar	100	1200	100		
	District Hospital Raibareilly	266	30110	1220		
	District Women Hospital Raibareilly	121	4218	200		
	MCH Wing, Raibareilly	100	6500	100		
	District Hospital Unnao	110	12144	670		
	District Women Hospital Unnao	82	25337	800		

DISCLAIMER

The information contained in this RFP or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided to the Bidder.

Whilst the information in this RFP has been prepared in good faith and contains general information in respect of the Project, the RFP is not and does not purport to contain all the information which the Bidder may require.

Neither the Authority, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or wrong statements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This RFP document is not an agreement and is not an offer or invitation by the UPMSCCL (herein after referred to as "Authority") or its representatives to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Proposal. The information contained in this RFP is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this RFP or to correct any inaccuracies therein that may be in this RFP and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.

This RFP includes certain statements, estimates and targets with respect to the Project. Such statements, estimates and targets reflect various assumptions made by the management, officers and employees of the Authority, which assumptions (and the base information on which they are made) may or may not prove to be correct. No

representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation, or warranty.

RFP document and the information contained therein is meant only for those applying for this Project, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposal.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bidding process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Service Provider, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses shall remain with the Bidder and the Authority shall not

be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.

Any information/documents including information/documents pertaining to this RFP or subsequently provided to Bidder and/or Selected Bidder AND information/ documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the Project IS NOT SUBJECT TO DISCLOSURE AS PUBLIC INFORMATION/ DOCUMENTS.

1 RFP Background Information

1.1 Background Information

- Earlier NHM was providing cumulative budget for Cleaning & Gardening Services and Cleaning & Gardening Services to the district hospitals. Cleaning & Gardening and Cleaning & Gardening work in district hospitals of Uttar Pradesh was performed by regular cleaning and Dhobi staff .Budget was provided by NHM or managed by Rogi Kalyan Samiti of the hospital.
- Uttar Pradesh Health System Strengthening Project (World bank funded project) had Piloted specific services like Mechanized Cleaning & Gardening & Mechanized Cleaning & Gardening services through engagement of private sector as the mandate to get NABH accreditation in selected district hospitals. These services were outsourced through Service Provider in order to give quality services to the common public coming to government hospitals for their treatment.
- After the closure of the project and to avoid the duplication in budget, it has been decided by the Government of Uttar Pradesh to continue these activities wherein NHM shall be the funding agency and Directorate of Medical and Health shall be the Implementing Authority. Hence it was suggested to Outsource the Mechanized Cleaning (Housekeeping) and Gardening Services in 10 Government District Hospitals & 03 MCH (100 Bedded) Wings of Uttar Pradesh on PPP model.

This RFP consists of THREE Parts as listed below:

Part I	Instructions to Bidders
Part II	Draft Agreement
Part III	Schedules to Draft Agreement

- i) the RFP document from website www.etender.up.nic.in and will submit an on-refundable fee through RTGS/NEFT. The RFP document is also available on the website www.upmsc.in, www.etender.up.nic.in. Bids shall be evaluated in two steps. The evaluation process is outlined in RFP.
- ii) The Authority shall enter into an Agreement with the Selected Bidder(s). Selected Bidder(s) shall be confirming Party in the aforesaid Agreement. The draft of Agreement is provided in Part II of this RFP.
- iii) Further, all the parts of the Bid Proposal (PART 1: Qualification Bid, PART 2: Financial

Bid) must be submitted as described in RFP with all pages numbered serially and initialed by the Authorized Bid Signatory, along with an index of submissions.

iv) The quoted figures in the Financial Bid should be mentioned in words also. In the event of any discrepancy the amount written in words shall prevail.

v) Bid submissions by Bidders must be done positively as per schedule, venue & time described in RFP in the manner specified in the RFP document at the address given in Data Sheet.

vi) The Authority shall not be responsible for any delay in receiving the Proposal and reserves the right to accept/ reject any or all Proposals without assigning any reason thereof. The key dates and other particulars relating to the RFP are given in the Data Sheet attached at the beginning of the RFP document. The Authority may at its sole discretion alter the schedule any time during the process by giving due notice.

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2. INSTRUCTIONS TO BIDDERS

2.1 General Terms of Bidding

- All Bidders are required to submit their Proposal in accordance with the terms set forth in this RFP.
- Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Agreement shall have overriding effect.
- Provided that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under that Agreement.
- The Authority reserves the right to invite fresh bids with or without amendment of the RFP at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the Bidders and without assigning any reason whatsoever.

2.2 Scope of Work

The scope of work for the Mechanized Cleaning & Gardening Service Provider shall be as defined in Scope of Work and Terms of Reference/Description of Services as given in Part III of the RFP.

2.3 Eligibility to bid - Minimum Qualification Criteria:

Part -1

- a. The bidder company should be registered firm/company incorporated under Company Act 1956 or any other body registered under the relevant Act, which allows them to function as a registered commercial entity are eligible to participate subject to fulfillment of other terms and conditions as mentioned in the tender.
- b. The bidder must be registered under appropriate authorities i.e. must be registered with GST/ Income tax/EPF/ESI authorities /PAN etc;
- c. Must not have been under any declaration of ineligibility by any authority. A declaration to the effect should be furnished;
- d. A consistent history of litigation or arbitration awards against the applicant may result in disqualification;
- e. The bidder has to submit affidavit regarding compliance of Minimum Wages including all the statutory compliances as per current available Govt. Order (applicable as per tender publishing date) by Labour Dept, Uttar Pradesh, and all other statutory compliances acts mentioned in the bid document considering total minimum manpower requirement compulsory as per bed strength of the hospital mentioned in clause 1.9 (A) of part 2 in bid document. Non submission of this affidavit will lead to rejection of the bid.
- f. Joint Venture is not allowed.
- g. The Bidder should not have been barred/ blacklisted by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and also if such bar/blacklisting subsists as on the Proposal Due Date, the bidder would not be eligible to submit the proposal. The bidder, as the case may be, shall have to submit a notarized affidavit to this effect as per format 3 as part of the Qualification Criteria .Also any entity/bidder which has been punished for any offence or the Director/President/Chairperson of that entity is convicted for any offence or against whom any criminal cases is/are pending before competent court, shall not be eligible to submit the proposal. The bidder, as the case may be, shall have to submit a notarized affidavit to this effect as per affidavit format 3 as part of the Qualification Criteria. If it was found that the bidder had submitted a false affidavit the bid will be deemed void (rejected) and due legal / penal proceedings shall be initiated against the bidder's.

Financial Capability:

- a. Qualify minimum average annual financial turnover during the last three as specified in IFB Table-1 of the last 3 (Three) financial years (2018-19, 2019-20 & 2020-21):

Schedule No.	Revised required minimum avg. annual turnover (INR)
1	1,74,18,000

- b. The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be **Rs. 50 Lacs per schedule** and a Solvency Certificate from any Nationalized/ Scheduled bank will be required in ORIGINAL in addition to the scanned copy uploaded on the e-tender portal of GoUP i.e. <https://etender.up.nic.in>. Bids would be considered Non-Responsive if the Solvency Certificate from bank is not submitted in ORIGINAL before last day & time of bid submission.

Past Experience:

- a **The bidder must have successfully executed / completed same services** (Mechanized Cleaning & Gardening services rendered at Govt. Hospital / Public sector Hospital / Private hospital) in three (03 financial years out of last four (4) F.Y. i.e. (FY 2018-19, 2019-20, 2020-21 & 2021-22) of value not less than as following:

- i. Three same completed services costing not less than the amount equal to:

Schedule No	Value (In INR)
1	2.32 Cr.

OR

- ii. Two same completed services costing not less than the amount equal to:

Schedule No	Value (In INR)
1	2.90 Cr.

OR

- iii. One same completed service costing not less than the amount equal to

Schedule No	Value (In INR)
1	4.64 Cr.

Other conditions:

- a. Income Tax clearance Certificate (returns filed) of last 3 financial years (FY. :2018-19, 2019-20, & 2020-21) and the Balance sheet inclusive of Profit and Loss account for the last 3 years (2018-19, 2019-20 & 2020-21) as mentioned in the BDS Table no.1
- b. Bidder shall have following automatic cleaning equipment for carrying out the mechanized cleaning. The successful bidder shall have to make all this equipment physically available one week prior to commencement of work and these should always remain in working condition during the period of contract. The minimum numbers of set of equipment required per hospital is according to bed strength of hospital.

Below150 beds

- One set

151 to 250 beds	-	2 sets
251 to 400 beds	-	3 sets
401 to 600 beds	-	4 sets
Above 601 beds	-	5 sets

S. No.	Name of Equipment's (in working condition and physically available in hospitals) for Mechanized Cleaning/Gardening	
1	Vacuum Cleaners Wet and Dry- 1	One set
2	Floor cleaning and polishing machine cum Floor scrubbing machine – 1	
3	Window glass cleaning kit – 1	
4	High pressure Jet cleaner – 1	
5	Three bucket system device – 4	
6	Lawn Mover – 1 (if garden available)	
7	Caddy Basket -2	
8	Blue & Green (one set) dustbins (40 Ltr) in each ward for collection of dry & wet general wastes as required. Hence Dust bin big and small not required in Annexure V of Part III.	

*** Mechanized Cleaning means use of machines like automatic floor cleaner cum Scrubber, Window glass cleaning kit, High Pressure Jet, Vacuum Cleaners etc.**

- c. A Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager.
- d. The Bidders shall enclose its Proposal, complete with its Formats, all the relevant documents to support information provided in Proposal.
- e. The Bidder should submit a Power of Attorney as per the format at FORMAT 2, authorizing the signatory of the Proposal to commit the Bidder.
- f. The bidder(s) should provide 'No Conviction Certificate', as per format 3.
- g. Any entity which has been debarred/blacklisted by the Government of Uttar Pradesh, any other State Government or Government of India from participating in any project, and the bar/blacklisting subsists as on the Proposal Due Date, the entity would not be eligible to submit the Proposal, and shall have to submit an affidavit to this effect as per FORMAT 3 as part of the Qualification Proposal.

2.4 Number of Bids and costs thereof

The bidder (except the bidder who is already allotted 2 clusters in earlier tender ref. no.: UPMSCS/SR/Mec. Cleaning/347) are eligible to quote for this schedule, the amount of the Bid Security shall be the sum of bid securities required for respective schedules quoted, and should be submitted separately for each schedule.

The Bidder shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bid process. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

2.5 Site Visit & Verification of information

The Bidders are encouraged to submit their respective bids after visiting the State of Uttar Pradesh (hereinafter referred to as "State") and ascertaining for themselves of the health care facilities in the State, the road conditions, traffic, conditions affecting transportation, access, applicable laws and regulations, and any other matter considered relevant by them. The Bidder is expected to examine carefully the contents of all the RFP. Failure of the proposal to comply with the requirements of RFP shall be at the Bidders' own risk and make the bid non-responsive.

2.6 Acknowledgement by Bidder

It shall be deemed that by submitting the bid, the Bidder has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the Authority;
- c. satisfied itself about all matters, things and information including matters referred to in Clause 2.5 hereinabove necessary and required for submitting an informed bid, execution of the Project in accordance with the bidding documents and performance of all of its obligations there under;
- d. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any of the matters referred hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Agreement by the Operator;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertakings provided by it under and in terms hereof. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the bidding process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all bids [Ref2.19]

2.8 Contents of the RFP

Data Sheet

Disclaimer

Request for Proposal

Instructions to Bidders

Evaluation Process
Fraud and Corrupt Practices
Pre-Bid Conference
Miscellaneous
Formats for Proposal
Draft Agreement along with Schedules

GENERAL GUIDELINES FOR THE SUBMISSION OF E-TENDER

Instructions/ Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the prospective Tenderers to participate in e- Tendering.

a) **Registration of Tenderers:** Any tenderer willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e- Procurement system, through logging on to <https://etender.up.nic.in>. The prospective Tenderer is to click on the link for e-Tendering site as given on the web portal.

b) **Digital Signature certificate (DSC):** Each Tenderer is required to obtain a class-II Digital Signature Certificate (DSC) from NIC for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount.

c) The Tenderer can search & download NIT & Tender Documents electronically from computer once he logs on to the website using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

d) **Submission of Tenders:** General process of submission, Tenders are to be submitted through online to the website at a time for each work, one in technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

2.9 Preparation and Submission of Bids

The Proposal in response to the RFP should be in English and shall be submitted in online.

(a) Technical bid should contain the clause by clause compliance statement for the quoted goods vis-à-vis the technical specifications in the tender enquiry in addition to other required document as mentioned in TE Document.

(b) Technical bid should contain the brochure, catalogue of offered/ quoted items which should reasonably explain in detail about the quoted items & it should also confirm the

clause -by-clause compliance of technical specification as asked in TE Document and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

(c) In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

(d) If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard. Failure in complying above mentioned clause, may lead to rejection of tender.

PART 1: Qualification Bid

1. The Bidder is expected to provide details of its registration as per FORMAT 6 and furnish documents to support its claim.
2. A summary of relevant information should be provided as per FORMAT 6.
3. The Bidder should submit details of financial capability for the last three(3) financial years (i.e. 2016-17, 2017-18, 2018-19) as per FORMAT.
4. The Qualification bid should be accompanied with the Audited Annual Reports including all financial statements of the Bidder. The checklist for information to be submitted (in prescribed formats) for the Qualification Proposal is provided in the table below: conduct or outcome of the bidding process.

INFORMATION TO BE PROVIDED	FORMAT NUMBER
Covering letter for proposal submission	FORMAT 1
Power of attorney for signing of proposal	FORMAT 2
Affidavit	FORMAT 3
Anti-collusion certificate	FORMAT 4
Project undertaking	FORMAT 5
Information regarding bidder	FORMAT 6
Financial capability of the bidder	FORMAT 7
Financial Bid- To be submitted through online	As per online BOQ
Compliance matrix	FORMAT 9
Technical proposal forms	FORMAT 10
Format for bank guarantee for Earnest money deposit	Not Applicable
Format for bank guarantee for Performance Security	FORMAT 12
Tender Document Fee	
EMD	

PART 2: Financial Bid

The Bidder has to quote its commercial bid as mentioned in the financial bid format. For details refer to Financial Bid and Price Schedule in Part-III. The Financial Bid should be submitted as per the format available in online through online mode at the website of www.etender.up.nic.in. Manual submission of financial bid should not be considered by TIA.

2.10 Preparation and Submission of Proposals

All Proposals submitted must be duly signed and stamped by the Authorized representative of the Bidder. The Bidder should submit a Power of Attorney as per FORMAT 2, authorizing the signatory of the Proposal to execute the Proposal. The Bidder has to submit a signed copy of the RFP. An Affidavit as per FORMAT 3 should be submitted along with the Proposal. The Proposal shall be accompanied with an Anti-Collusion Certificate on the letter head of the Bidder as per FORMAT 4. The Proposal shall also be accompanied with a Project Undertaking on the letter head of the bidder as per FORMAT 5. The Proposal shall be submitted by the Bidder in the adequate, complete and correct form as per the Formats prescribed in the RFP. The Proposal / bid submitted by the Bidder in the form other than the prescribed Formats shall not be considered for evaluation by the Authority. In such an event, the Authority shall not be responsible for any loss or damage whatsoever that may be incurred by the concerned Bidder. However, the Authority may, in its sole discretion, require the Bidder to rectify the discrepancies in the bid submitted by the Bidder pursuant to this RFP.

2.11 Bid Security

The Bidder is required to deposit, along with its bid, a bid security as specified in Data Sheet (the "Bid Security"). The Bid Security should be submitted through RTGS/NEFT.

The Bid Security shall be forfeited without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:

- a. If Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- b. If Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- c. In the case of the Selected Bidder, if it fails within the specified time limit:
 - i. to sign and return the duplicate copy of LOI;
 - ii. to sign the Agreement; or
 - iii. to furnish the Performance Security within the period of 15 (fifteen) days from the date of issue of LOI;

d. As per any other relevant provisions of this RFP and Agreement.

2.12 Sealing and Signing of Proposal

The Bidder shall submit & upload the document through online in the format as provided in clause 2.9.

The envelope shall contain all the FORMATS provided in clause 2.9 along with supporting documents.

The Bidder shall submit Financial Bid through online in the prescribed FORMAT for each quoted Schedule.

Qualification/Technical Bid

A bidder bidding for one or more than one schedule is required to submit a single qualification/technical bid.

The Bidder shall provide all the information sought under this RFP. The Authority shall evaluate only those Proposals that are received in the required formats and complete in all respects. Incomplete and /or conditional Proposals shall be liable to rejection.

The Proposals shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, **in blue ink**. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposals.

The pages of each part of the Proposal shall be clearly numbered, indexed and stamped with the seal of the Bidder.

The Proposal shall be signed and each page of the Proposal shall be initialed by a person or persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney.

Proposal should be submitted positively by as per scheduled venue & time described in RFP, at the address given in Tender Schedule of E-Tender Notice in the manner and form as detailed in this RFP. Proposals submitted in any other manner shall not be accepted.

The Authority may at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.15 uniformly for all bidders.

All such addendum shall be released on the Department website www.etender.up.nic.in and the Bidders are requested to check the website regularly for updates. The Authority

shall not undertake any responsibility, if any; Bidder fails to regularly check the website for addendums.

2.13 Late Proposals

2.13.1 Proposals received by the Authority after the specified time on the Proposal Due Date shall not be eligible for consideration and shall be returned unopened.

2.14 Modifications / Substitution / Withdrawal of Proposals.

2.14.1 The Bidder shall submit the final proposal by the Proposal Due Date and Time. No Proposal shall be modified, substituted or withdrawn by the applicant/bidder after the submission of the proposal.

2.15 Clarifications and Pre-Bid Conference

A prospective Bidder requiring any clarification on the RFP documents may submit their queries and suggestions prior to the last date for receiving queries as specified in Data Sheet. The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format shall not be responded to.

S. No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any

The Authority shall schedule a pre bid conference to discuss the issues related to the Project with all the prospective Bidders. The prospective Bidders may raise any queries during the pre-bid conference, in addition to those submitted earlier. The Authority on its discretion may also hold further discussions with the prospective Bidders to finalize any other related issues for the Project, before submission of the Proposals. This would be common for all the Bidders.

The Authority shall respond to all the queries submitted by the prospective Bidders on or before the date specified in the "Data Sheet". Such a response shall be sent in writing to all the prospective Bidders who have purchased the RFP and shall qualify as an "Addendum." Such Addendum shall also be hosted on the following website: www.etender.up.nic.in

Bidders may note that the Authority shall not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders shall be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the draft Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

2.16 Amendment of RFP

The Authority may modify the RFP by issuing an Addendum before the Proposal Due Date.

Any Addendum thus issued shall be part of the RFP and shall be communicated in writing (through email / letter) to all the purchasers of the RFP and shall also be hosted on the following website: www.upmsc.in

To give prospective Bidders reasonable time in which to take Addendum into account in preparing their bids, the Authority may, at its sole discretion, extend the Proposal Due Date.

2.17 Proposal Validity period

2.17.1 Proposal shall remain valid for a period of 180 (One hundred and Eighty) days from the Proposal Due Date. The Authority reserves the right to reject any Proposal, which does not meet the requirement.

2.18 Extension of Proposal Validity period

In exceptional circumstances, prior to expiry of the original Proposal Validity Period, the Authority may request the Bidders to extend the period of validity for a specified additional period which period shall not exceed 90 days from the original Proposal Validity Date. The request and the Bidder's responses shall be made in writing. The Authority reserves the right to reject the Proposal submitted by any Bidder who fails to extend the period of validity of its Proposal in line with the provisions of this clause.

The Proposal Validity period of the Selected Bidder shall be automatically extended till the date on which the Agreement is signed.

2.19 Right to Accept or Reject Proposal

The Authority reserves the right to accept or reject any or all of the Proposals without

assigning any reason and to take any measure as the Authority may deem fit, including annulment of the bidding process, at any time prior to execution of the Agreement, without liability or any obligation for such acceptance, rejection or annulment.

The Authority reserves the right to reject any Proposal if:

- a. At any time, a material misrepresentation is made or uncovered by/from a Bidder.
- b. The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

This would lead to disqualification of the Bidder. If such disqualification/ rejection occurs after the Financial Bids have been opened and the preferred Bidder gets disqualified/ rejected, the Authority reserves the right to take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the bidding process.

Notwithstanding the above, the Authority may debar/blacklist any of the Bidder(s) for their misleading or false representations in the forms, statements etc. for the period to be decided by the Authority.

The Authority shall issue a Letter of Intent (LOI) to the Selected Bidder for the Project.

The Authority may accept a substantially responsive bid if it is providing any provisions which is equivalent to or better than asked for and which shall not constitute a material deviation.

2.20 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. The Authority shall treat all information submitted as part of the Proposal in confidence and would require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.21 Acceptance of Letter of Intent (LOI) and Execution of Agreement

The Authority shall issue a Letter of Intent (LOI) to the Selected Bidder(s) within 7 (seven) days after finalization and approval of the successful bidder by the competent authority and from the date of issue of the LOI, the Selected Bidder(s) shall accept the LOI and return the same to the Authority within 7(seven) days. The Selected Bidder i.e. Mechanized Cleaning & Gardening service provider shall take necessary steps so as to ensure execution of the Agreement(Contract Signing) between the Mechanized Cleaning

& Gardening service provider and the Authority within 15 (FIFTEEN) days of acceptance of LOI.

The selected bidder shall be required to execute the Agreement with Schedules. The Selected Bidder shall also execute such further documents and deeds as may be required (the "Contract Documents"). The Bidders by submitting the bid shall be taken to have accepted the terms and conditions of the Agreement and Schedules to the Agreement and modifications and changes, as may be communicated in writing by the Authority at least 3 business days before the Proposal Due Date, without any reservation or condition.

In case, the Agreement does not get executed within 15 (FIFTEEN) days of acceptance of LOI, the Authority reserves the right to annul the bidding process and may invite fresh bids for the Project. In such a case the entire bid security submitted by the Selected Bidder shall be forfeited.

The Authority shall notify the Bidders whose Proposals have been unsuccessful.

2.22 Performance Security

The selected bidder shall for due and faithful performance of its obligations during the Project duration furnish Performance Security as specified by way of an unconditional, unequivocal and irrevocable Bank Guarantee issued by a Schedule Bank, in favour of Director General Medical & Health for a period of 1 years and 6 months ("Performance Security") from the date of agreement which shall be further renewed on the satisfactory performance. As per GO no. F.9/4/2020-PPD dated 12.11.2020, PBG will be 3% of the contract value and this is valid in condition, if the signing of contract within 31.12.2021. In case of signing of contract goes beyond 31.12.2021, then the PBG will be applicable 5% or as per govt orders.. The Service Provider shall provide the Performance Security within the period expiring on the 15 (Fifteen) day from the date of issue of LOI before executing the Agreement.

Till such time the Service Provider provides to Authority the Performance Security, the Bid Security shall remain in full force and effect. The Performance Security shall remain in force and effect up till six (6) months after the expiry of the Agreement Period as defined in the Agreement. The Bid Security of the Selected Bidder shall be returned within 15 days of submission of the Performance Security by the Service Provider.

Failure of the Service Provider to comply with the requirements of Clause 2.22 and 2.23 shall constitute sufficient grounds for the nullification of the Agreement and forfeiture of the Bid Security.

2.23 Return of the Proposal and Bid Security

2.23.1 The Bid Security shall be returned, to unsuccessful Bidders within a period of 30 days from the date of announcement of the Selected Bidder except in cases where forfeiture is under consideration or due to unforeseen circumstances. In addition to the above, the Authority shall promptly release all Bid Securities in the event the Authority decides to terminate the bidding process/proceedings or abandon the Project.

3 EVALUATION PROCESS

3.1 Opening of Proposals

The Authority will open the PART 1: Qualification Bid Proposal as per scheduled venue & time described in the RFP & Datasheet in the presence of the Bidders who choose to attend.

PART 2: Financial Proposals shall remain unopened in the possession of the Authority until the PART 1 of the proposals has been evaluated and checked for their responsiveness to the RFP.

The following information shall be announced at the Proposal opening in the presence of Bidders' representatives, and recorded:

- a) Bidder's names
- b) Particulars of the Bid Security
- c) Any other relevant details

The Authority shall subsequently examine and evaluate the Qualification Proposals in accordance with the provisions set out in this RFP.

TIA will constitute committee for evaluation of Technical Proposals.

3.2 Evaluation of Qualification Bid-Evaluation shall take place as per following stages:

Stage-1- Determining the Eligible Bidders

In Stage I of Proposal Evaluation, the "Qualification Bid" as stated in RFP submitted by the Bidders shall be checked for compliance with the requirements of the RFP and eligibility to bid. A Proposal shall be considered eligible for Technical Evaluation if the Proposal satisfies the criteria stated below:

- a) The Proposal contains the appropriate bid security documents as specified in RFP and also the cost of bidding documents.
- b) The Proposal should be submitted with all the requirements of Qualification Bid as

stipulated in Clause 2.9

- c) The Proposal is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.15
- d) The Proposal is signed, sealed and marked as stipulated in Clauses 2.12.
- e) The Proposal contains all the formats specified in this RFP.
- f) The Proposal contains all the information in Formats as specified in this RFP.
- g) The Proposal meets the eligibility criteria as set out in Clause 2.3.
- h) Meeting the cumulative Solvency for the quoted Schedules. If the cumulative Solvency is less than the quoted Schedules, he shall still be considered for Technical evaluation and financial evaluation and the award shall be for number of Schedules he matches the cumulative Solvency.

The bidders who don't meet the Eligibility conditions as above shall not be evaluated further. Evaluation shall be carried out schedule-wise and the Eligible bidders shall be selected for Technical responsiveness for schedules.

Stage-2-Determining the Technical Responsiveness

The Technical requirement shall only be the Qualifying Criteria. The bidders meeting the Technical requirement shall be eligible for price bid opening for all the districts quoted.

The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the Authority in respect of such Proposals.

The following criteria shall be used for evaluation of the bids which meet the eligibility criteria set out in Clause 2.3

The bids which meet the eligibility criteria set out in Clause 2.3 shall be first verified against the Compliance Matrix specified in Format - 9. Only those bids which comply with the criteria specified in the Compliance Matrix shall be evaluated. Bids which do not meet the criteria specified in Compliance Matrix shall be rejected and no further evaluation of those bids shall be carried out.

Notwithstanding anything mentioned to the contrary in the RFP, the Authority reserves the right to reject any/all bids and/or the selection process even after opening of Qualification Proposal.

3.3 Stage-3- Evaluation of Financial Bid

The Authority shall open 'Financial Bid' of only those Bidders, who qualify as per Clause 3.2.

The Financial Bid should be furnished clearly, indicating the total cost per hospital $\{(Cleaning\ area \times cleaning\ per\ sqmt\ rate) + (Gardening\ area \times gardening\ per\ sqmt\ rate)\}$ in both figures and words. In the event of any difference between figure and word, the value indicated in words shall be taken into account.

Bids will be evaluated as per price offered for entire schedule. The contract(s) will be awarded to the substantially responsive bidder offering the lowest price keeping in consideration of Minimum wages as per current available Govt Order (applicable as per tender publishing date) by Labour Dept , Uttar Pradesh and all other statutory compliances acts mentioned in the bid document considering total minimum manpower requirement compulsory as per bed strength of the hospital mentioned in clause 1.9 (A) of part 2 in bid document. Bidder not considering the above point will be financially non responsive and hence the bid shall be rejected.

Bids will be evaluated as per price offered for entire cluster. The contract(s) will be awarded to the substantially responsive Bidder offering the lowest price. The bidding parameter shall be based on per hospital cost per month quoted by the bidder in the Price Schedule (Annexure IX). Each bidder has to provide prices for all the hospitals separately which are listed under a specific schedule. The price bids will be evaluated schedule wise. The contract will be awarded to the bidder quoting the lowest price per schedule.

However, the lowest bid price will be evaluated on the basis of total cost per month worked out for each schedule. So the total price quoted by bidder should be inclusive of all applicable taxes excluding GST (See Price Activity Schedule in Part III: Schedules to the Agreement of RFP for details). The contract with lowest evaluated responsive bidder of the schedule will be eligible for Award of Contract. A bidder will be issued LOA for maximum any 2 schedules/clusters, however, bidder should attach their priority schedule/cluster list in the tender document in case of quoting for more than 2 schedules/clusters.

3.4 Clarifications for the Purpose of Evaluation

To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the RFP, the Authority reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.

At any point in time during the bidding process, if required by the Authority, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the RFP, to the satisfaction of the Authority. The Authority or appointed advisers can verify the facts and figures quoted in the proposal. The Authority reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.

3.5 Contacts during Bid Evaluation

3.5.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/rejection to the Bidders. While the bids are under consideration, the Bidders and/or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/or their employees/representatives on matters related to the Bids under consideration.

3.6 Tie Bidders

3.6.1 The bidders are requested to **quote till three decimal points**. In the event that two or more Bidders quote the same Bid Amount which results in a tie between such Bidders ("Tie Bidders"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

4 FRAUD AND CORRUPT PRACTICES

a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the LOI and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Agreement, the Authority may reject a bid, withdraw the LOI, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be, if it determines that the Bidder or Service Provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice or restrictive practice in the bidding process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, , without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

Without prejudice to the rights of the Authority under Clause 4 herein above and the rights and remedies which the Authority may have under the LOI or the Agreement, or otherwise if a Bidder or Service Provider, as the case may be, is found by the Authority

to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice during the Bidding process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Service Provider shall not be eligible to participate in any tender or RFQ or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practices, as the case maybe.

b. For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:

“corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the bidding process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the bidding process); engaging in any manner whatsoever, whether during the bidding process or after the issue of the LOI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

“fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding process;

“coercive practices” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding process;

“Collusive Practices” means a scheme or arrangement between two or more Service Providers, with or without the knowledge of Authority, designed to influence the action of any party in the Bidding process;

“undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding process; or (ii) having a Conflict of Interest; and

“Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding process.

5 PRE-BID CONFERENCE^[Ref 2.15]

6 MISCELLANEOUS

1) The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts at Lucknow shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding process.

2) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- cancel the Bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
- consult with any Bidder in order to receive clarification or further information;
- retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder;
- Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 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 with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.
- Information contained in Format 9 is for intimation and knowledge of the Bidders.

7. APPENDICES

FORMATS FOR PROPOSAL SUBMISSION

FORMAT 1 COVERING LETTER FOR PROPOSAL SUBMISSION

(On the Letter head of the Bidder)

To,
Managing Director UPMSCL

Subject: Out Sourcing of Mechanized Cleaning (Housekeeping) and Gardening Services in 10 Government District Hospitals & 04 MCH (100 Bedded) Wings of Uttar Pradesh

Dear Sir/Madam,

With reference to your RFP document dated 07-05-2020, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project as below:

Names of district hospitals schedule wise for which we have submitted bids:

Table - 1

Schedule No.	Name of the Hospital
1	District Hospital Barabanki
	District Women Hospital Barabanki
	MCH Wing, Barabanki
	Combined Hospital Gauspur Barabanki
	District Hospital Sultanpur
	District Women Hospital Sultanpur
	MCH Wing, Sultanpur
	Combined Hospital, Jaisinghpur Chatrapati Sahuji Maharaj Nagar
	District Hospital Raibareilly
	District Women Hospital Raibareilly
	MCH Wing, Raibareilly
	District Hospital Unnao
	District Women Hospital Unnao

The Proposal is unconditional and unqualified.

1. I/ We acknowledge that the Authority shall be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Service Provider for the aforesaid Project, and we certify that all information provided therein is

true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.

2. This statement is made for the express purpose of our selection as Mechanized Cleaning & Gardening service providers for the aforesaid Project.

3. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.

4. I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5. I/We certify we have not been barred by the Government of Uttar Pradesh, any other State Government or Union Territory or Government of India as on bid submission date from participating in any project, and the bar does not subsist as on the Proposal Due Date.

6. I/ We understand that you may cancel the bidding process at any time and that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders, in accordance with the terms and conditions laid out in the RFP document.

7. I/We believe that we satisfy(s) the Eligibility Criteria and meet(s) the requirements as specified in the RFP document.

8. I/ We declare that we are not a member of any other consortium submitting a Proposal for the Project.

9. I/ We certify that in regard to matters other than security and integrity of the country, we/ any member of the consortium or any of our/ their associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence.

10. I/ We further certify that in regard to matters relating to security and integrity of the country, we/any member of consortium or any of our/ their associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

11. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.

12. I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the

Authority in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.

14. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

15. I/We have studied all the bidding documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the bidding process including the award of Project.

16. I/We offer a Bid Security to the Authority in accordance with the RFP Document.

17. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.

18. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

19. I/We shall keep this offer valid for 180 (One hundred and eighty) days from the Proposal Due Date specified in the RFP. I/We shall keep this offer valid for a specified additional period, not exceeding 90 days from the Proposal Validity Date, on the request of the Authority.

20. I/We undertake that no fees, gratuities, rebates, gifts, commissions, or other payments, except those shown in the bid, have been given or received in connection with the procurement process or in contract execution.

21. I/We undertake to provide Mechanized Cleaning & Gardening services in the district hospitals as well as MCH wings in the district schedule wise. (after receipt of contract)

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name & Designation of the Authorized signatory)

Name & Seal of Bidder

Witness 1: Name: Signature:

Witness 2: Name: Signature:

FORMAT 2: POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

POWER OF ATTORNEY

Know all men by these present, we (name and address of the registered office of the Single Entity / Lead Member) do hereby constitute, appoint and authorize Mr./Ms.....R/o..... (name and address of residence) who is presently employed with us and holding the position of.....as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid for “Out Sourcing of Mechanized Cleaning (Housekeeping) and Gardening Services in 10 Government District Hospitals & 04 MCH (100 Bedded) Wings of Uttar Pradesh(the “Project”), including signing and submission of all documents and providing information / response, to MD, UPMSCCL representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

This Power of Attorney shall be effective, binding, and operative till _____, if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier.

(Name, Title and Address of the Authorized representative) (Signature)

(Name, Title and Address)

Notes:

To be executed by the bidder.

The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the executants (s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney for the delegation of power here under on behalf of the executants(s).

FORMAT 3 (a)

AFFIDAVIT

(To be furnished by the Bidder)

(On Non - judicial stamp paper of Rs 100 duly attested by notary public)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned hereby certifies that neither our Company/Society/Trust/LLP/Partnership Firm M/s____nor any of its directors/President/Chairperson/Trustee has abandoned any work for the Government of Uttar Pradesh or any other State Government during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that neither our Company/Society/Trust/LLP/Partnership Firm M/s____nor any of its directors/President/Chairperson/Trustee have been debarred/blacklisted by Government of Uttar Pradesh, or any other State Government or Government of India for any work.
4. The undersigned further certifies that
 - a) Our Company/Society/Trust.....has not been punished for any offence and/or
 - b) The Director/President/Chairman/Trustee/Partner of our Company/Society/Trust/LLP/Partnership Firm.....has neither been convicted of any offence nor is/are any criminal case pending before any Competent Court.
 - c) We not have been found guilty and are not found to be involved in any pending/ongoing CBI Litigations.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Government of Uttar Pradesh, to verify this statement or regarding my (our) competence and general reputation.
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Government of Uttar Pradesh,

Signed by an authorized Officer of the

Company / Society /Trust /LLP / Partnership Firm:

Title of Officer:

Name of Company/Society/Trust LLP/Partnership Firm:

Date:

FORMAT 3 (b)
AFFIDAVIT
REGARDING COMPLAINEE OF MINIMUM WAGES ACT

(To be furnished by the Bidder)

(On Non – judicial stamp paper of Rs 100 duly attested by notary public)

1. I/ We acknowledge that the Authority shall be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Service Provider for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Mechanized Cleaning & Gardening service providers for the aforesaid Project.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Proposal.
4. I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/ We shall comply to the Minimum wages act and all other statutory compliances acts mentioned in the bid document considering total minimum manpower requirement compulsory as per bed strength of the hospital mentioned in clause 1.9 (A) of part 2 in bid document and I/We are aware of the fact that Non submission of this affidavit will result to rejection of the bid.
6. I/We undertake to Comply with the Minimum wages act to the manpower to be provided by us which shall be in accordance to the manpower mentioned in the Bid document. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Government of Uttar Pradesh.

In witness thereof, I/we submit this Affidavit under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name & Designation of the Authorized signatory)

Name & Seal of Bidder

Witness 1: Name: Signature:

Witness 2: Name: Signature:

FORMAT 4: ANTI-COLLUSION CERTIFICATE

(On the letter head of the bidder)

ANTI-COLLUSION CERTIFICATE

I/We hereby certify and confirm that in the preparation and submission of this Proposal, I/We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed, or thing which is or could be regarded as anti- competitive.

I/We further confirm that we have not offered nor shall offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

In case of proprietary / Partnership firms, having same owner / partner then it will be considered as conflict of interest. In case of Pvt Ltd / LLP firms, having common directors in two different company& posing as two seperate entity may be eligible to bid considering there is no collusion arises in such situation. However, if (proprietary / Partnership firms, or Pvt Ltd / LLP) firms are bidding for the same schedules /Clusters then their bids will be rejected but if they are bidding for different schedules /Clusters they shall be considered eligible. TIA will reserve the right to reject the bids, if it is found that the companies have colluded. Above all, this decision will be in view of the hon'ble high court judgement pertaining to the previous Cleaning & gardening tender, which is still awaited.

Date thisDay of2022.

Name of the Bidder

Signature of the Authorized Representative

Name of the Authorized Representative

FORMAT 5: PROJECT UNDERTAKING

(On Non-judicial stamp paper of Rs 100 duly attested by notary public)

To:

Date:

Managing Director, UPMSCL

Phone:

Fax:

Subject: Out Sourcing of Mechanized Cleaning (Housekeeping) and Gardening Services in 10 Government District Hospitals & 03 MCH (100 Bedded) Wings of Uttar Pradesh.

Ref:

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by UPMSCL

We hereby agree and undertake as under:

1. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the contents, terms and conditions of the RFP and the Agreement, a draft of which also forms a part of the RFP provided to us.

Dated this.....Day of2022.

Name of the Bidder

Signature of the Authorized Representative

Name of the Authorized Representative

FORMAT 6: INFORMATION REGARDING BIDDER

Notes:

1. Details to be provided for the Bidder
2. Relevant registration certificates as required in Eligibility Criteria are required to be enclosed.

Part1: Contact Information:

1	Name of the Bidder	
2	Address of the Bidder	
3	Name of the person to whom all references shall be made regarding this tender	
4	Designation of the person to whom all references shall be made regarding this tender	
5	Address of the person to whom all references shall be made regarding this tender	
6	Telephone No. (with STD Code)	
7	E-Mail of the contact person:	
8	Fax No. (with STD Code)	

Part2: Details regarding Statutory Registrations:

1	Company Registration Number under Companies Act,1956	
2	Registration number of not-for-profit/Section 25 companies/societies/trust/ LLP/ Partnership/ proprietorship Firm provided by the appropriate registering authority under the relevant Act.	Name of the Bidder Legal status of the bidder (company/society/trust/section 25 company/LLP/Partnership Firm/ proprietorship) Registration Number: Issuing authority:
3	Service Tax /GST Registration Number (whichever is applicable)	

I, the undersigned, certify that to the best of my knowledge and belief, the above stated information is true and correct. I understand that any misstatement described herein may lead to disqualification of our bid or dismissal, if engaged.

Witness:

Signature -----

Name -----

Address -----

Date -----

Bidder:

Signature -----

Name -----

Designation -----

Company -----

Date -----

FORMAT 7: FINANCIAL CAPABILITY OF THE BIDDER

Name of Bidder:

CERTIFICATE OF LIQUIDITY (LIQUID ASSETS/CREDIT LINES)

The LIQUIDITY of M/S..... as on (insert date of bidding) is as below:

S/N	Nature of financial product	Amount
01	FDR	
02	Cash in bank	
03	Credit line with bank	
04	Any other liquid asset.	
05	Total liquid asset	

The balance sheet and profit and loss account of the firm is also attached.

The firm's solvency certificate provided by the bank as on (insert the month of bidding) is also attached.

Date:

Signature of Chartered Accountant

Place

Name:

Registration Number:

SEAL

FORMAT 8 FINANCIAL BID

Uploaded online only as per the prescribed format available at www.etender.up.nic.in.

Bidder has not to submit the hard copy of financial bid. Otherwise, Bidder will be liable to rejected.

FORMAT 9: Compliance Matrix

SL	Eligibility condition	Supporting documents to be submitted by the bidder	Compliance (Yes / No)
1.	Legal Entity and Statutory Registrations As per details provided section 2.3 (Eligibility to Bid)	As per details provided in section 2.3 (Eligibility to Bid)	
2.	Solvency As per details provided in section 2.3 (Eligibility to Bid)	As per details provided in section 2.3 (Eligibility to Bid)	
3.	Technical Capacity As per details provided in section 2.3 (Eligibility to Bid)	As per details provided in section 2.3 (Eligibility to Bid)	
4.	Non - Blacklist As per details provided in section 2.3 (Eligibility to Bid)	As per details provided in section 2.3 (Eligibility to Bid)	
5.	Compliance of Minimum Wages Act as mentioned in Format 3B	As per details provided in section 2.3 (Eligibility to Bid)	
5.	Compliance to Technical Specifications as per Part-III	As per Specifications Part-III	
6.	Covering letter for proposal Submission	FORMAT 1	
7.	Power of attorney for signing of Proposal	FORMAT 2	
8.	Affidavit	FORMAT 3(a)(b)	
9.	Anti-collusion certificate	FORMAT 4	
10.	Project undertaking	FORMAT 5	
11.	Information regarding bidder(details of consortium members / sub- contractor(s) to be specified only if applicable)	FORMAT 6	
12.	Financial capability of the bidder	FORMAT 7	
13.	Financial Bid	FORMAT 8	
14.	Compliance matrix	FORMAT 9	
15.	Technical proposal forms	FORMAT 10	
16.	Format for bank guarantee for earnest money deposit	Not applicable	
17.	Format for bank guarantee for Performance Security	FORMAT 12	

Format 10: Technical Proposal Form

Bidder need to submit the proposal in line with the requirement as defined in RFP Part I, Part II and Part III and should duly submit technical literatures.

The Bidder also needs to provide compliance of all the Equipment as per following format - Details of Equipment/Facilities:

S.No	Name of Equipment	Capacity	Number	Year of Manufacture	Brand	Expected Downtime in case of Equipment Failure	Backup Facility
1.	Vacuum Cleaners Wet and Dry						
2.	Floor cleaning and polishing machine cum Floor scrubbing machine						
3.	Window glass cleaning kit						
4.	High pressure Jet cleaner						
5.	Three bucket system device						
6.	Lawn Mover (if garden available)						
7.	Caddy Basket						
8.	Blue & Green (one set) Dustbins (40 Ltr) in each ward for collection of dry & wet general wastes as required. Hence Dustbin big & small not required in Annexure V of Part III.						

The Bidder also needs to provide compliance of all the Manpower provisions as per following format-Details of Employees (both skilled and non-skilled):

S. No.	Position	Number
1	Contract Manager	As mentioned in the bid document
2	Supervisor	
3	Cleaning Staff	
4	Gardener	

**Format 11: Format for bank guarantee for earnest money deposit
(Not Required)**

[To be issued by SBI or any Nationalized Bank or Indian Scheduled Commercial Bank]

Whereas (hereinafter called the "tenderer") has submitted their offer dated.....for the supply of(hereinafter called the "tender") against purchaser's tender enquiry numberKNOW BY ALL MEN by these presents that WE.....ofhaving registered office at are bound unto(hereinafter called the "Purchaser") in the sum of.....for which payment shall and truly to be made to the said purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with Common Seal of the said bank this.....day of 2022

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the purchaser during the period of its validity
 - (a) Fails to furnish the performance security for the due performance of the contract.
 - (b) Fails or refuses to accept/execute the contract.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in the demand the Purchaser shall note that amount claimed by it is due it, owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 (forty five) days after the period of tender validity and any demand in respect of should reach the Bank not later than the above date

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name and address of the Bank/Branch

Format12: Format for bank guarantee for Performance security

[To be issued by SBI or any Nationalized Bank or Indian Scheduled Commercial Bank]

To,

Director General,
Medical & Health Services,
Uttar Pradesh

WHEREAS..... (name and address of the Service Provider) (herein after called "the Supplier") has undertaken , in pursuance of contract numberdated.....to supply (description of goods or services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.;

AND WEHERAS we have agreed to give the supplier such a bank guarantee;

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

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modifications of the terms of the contract to be performed there under or of any of contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. The guarantee shall be valid until theday of....., 20202

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name and address of the Bank/Branch



National Competitive Bidding

REQUEST FOR PROPOSAL (RFP)

For

Out Sourcing of Mechanized Cleaning (Housekeeping) and Gardening Services in 10 Government District Hospitals & 03 MCH (100 Bedded) Wings of Uttar Pradesh

Part II: Draft Agreement

Issue Date: -----

Number: -----

Nodal Agency

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED (A Government of Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow-226010 Website: <http://www.upmsc.in/>, <https://etender.up.nic.in> Email: equipment@upmsc.in, Tel. no. 0522-2060098

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**Out Sourcing of Mechanized Cleaning (Housekeeping) and Gardening Services in 10
Government District Hospitals & 03MCH (100 Bedded) Wings of Uttar Pradesh**

AGREEMENT

Between

Director/SIC/CMS (name of Hospital) or his authorized representative

And

Mechanized Cleaning & Gardening Service Provider

(<<Address>>)

This Agreement is entered in to on this the<<day of Month>>, 2022 by and between

1. Director/SIC/CMS (name of Hospital) or his authorized representative on their behalf or his representative which expression shall unless repugnant to the context or meaning thereof include its successors in office) of the First Party,

AND

2. <<>>, a company incorporated under the provisions of the <<Registered as Organizational type details>> and having its registered office at<<Address>> (herein after referred to as the "Mechanized Cleaning & Gardening Service Provider which expression shall unless repugnant to the context or meaning thereof include its successor hereinafter called the Second Party (which is the selected bidder).

WHEREAS:

A. The Authority is desirous of engaging organizations/entities with experience in Mechanized Cleaning & Gardening Services and having social commitment to implement the Service Contract in the Hospital-(Name of Hospital)

B. The Authority had accordingly invited proposals by its Request for Proposal No.<<>> dated <<>> ("RFP") under a single-stage-two step bid process from interested parties for implementing the project. .In response to the RFP, the Authority received applications from various Bidders including the Bid dated <<>> submitted by the Selected Bidder.

C. The Authority, after evaluating all the proposals received by it from the various Bidders, accepted the Bid dated <<>> submitted by the Selected Bidder and communicated its acceptance to the Selected Bidder vides Letter of Intent No. <<>> dated<<>>("LOI").

D. The Selected Bidder accepted the LOI and returned to the Authority a duplicate copy of the LOI duly signed by its Authorized representative in token of acceptance thereof.

E. The Authority has agreed to the said request of the Selected Bidder (Mechanized Cleaning & Gardening Service Provider), and has accordingly agreed to enter into this Agreement with the Mechanized Cleaning & Gardening Service Provider for execution of the Project on the terms and conditions set forth hereinafter.

F. The Mechanized Cleaning & Gardening Service Provider has furnished the Performance Security of Rupees << Amount in figures and words>> in the form of Bank Guarantee dated <<>>.

G. The Mechanized Cleaning & Gardening Service Provider has complied or has undertaken to comply with all the conditions contained in the RFP enabling the signing of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE RESPECTIVE COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES AGREE AS FOLLOWS:

1.1 ARTICLE 1- DEFINITIONS & INTERPRETATIONS

1. In this Agreement, unless the context otherwise requires the following expressions shall have the meaning assigned as under:

a. "Agreement" shall include the contents and provisions of this Agreement; of all Schedules here to; of the terms contained in the Request for Proposal (RFP) as amended and clarified by Authority until the submission of the bid by the interested parties; the LOI No.<<>> dated <<>>; the related agreements, inter-alia, including Bank Guarantee, undertaking and other instruments furnished by the Mechanized Cleaning & Gardening Service Provider and the memorandums signed between the Mechanized Cleaning & Gardening Service Provider and Authority from time to time in terms of this Agreement in regard to the Area of Operation and other matters, manner and method for execution and implementation of the Project.

- b. "Agreement Period" shall have the meaning as prescribed to it under Article 1.4.
- c. Mechanized Cleaning & Gardening Service Provider mean Service Provider providing services of Mechanized Cleaning & Gardening which has been fabricated and made functional specifically for the purpose of providing services as per scope of work. The same has been described in detail in Part-III Schedules to Agreement.
- d. "Mechanized Cleaning & Gardening Service Provider - Staff" hereafter referred as "Staff" as specified in the scope of work in Part-III.
- e. "Mechanized Cleaning & Gardening Equipment hereafter referred as specified in the scope of work in Part-III
- f. "Applicable Laws" means all laws enforce and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in the State of Uttar Pradesh, including statutes, rules, regulations, directions, bye-laws, notifications, ordinances and judgments having force of law, or any final interpretation by a Court of Law having jurisdiction over the matter in question as may be in force and effect during the subsistence of this Agreement.
- g. "Applicable Permits" means any and all permissions, clearances, licenses, authorizations, consents, no-objections, approvals and exemptions under or pursuant to any of the Applicable Laws or from any Government Authority required in connection with the Project and for undertaking, performing or discharging the obligations contemplated by this Agreement.
- h. "Area of Operation" shall mean the Scheduled District for which the contract is being signed
- i. "Beneficiary" or "Beneficiaries" shall mean "Concerned Health Care Facilities of the scheduled district for which this agreement is being signed"
- j. "Commencement Date" shall mean the date of start of Mechanized Cleaning & Gardening Services in the hospital within 15 days after signing of the contract.
- k. The 'Effective Date' shall be the date of signing the Agreement between Mechanized Cleaning & Gardening Service Provider and the Authority.
- l. "Encumbrances" means, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss

payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project and/or the Project Facilities.

m. "Good Industry Practice" means the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of equipment, safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced Mechanized Cleaning & Gardening Service Provider engaged in operation and maintenance of Mechanized Cleaning & Gardening, equipment or systems of the type and size similar to the Project Facilities and the services contemplated under the Project.

n. "Mechanized Cleaning & Gardening Services" shall mean the services provided by the Mechanized Cleaning & Gardening Service Provider to Health Care Facilities under the agreement inclusive of the scope of services as specified in Schedule of Agreement in Part-III.

o. "Project" means the contracting and implementation of "Mechanized Cleaning & Gardening Services in 10 Government District Hospitals & 03 MCH (100 Bedded) Wings of Uttar Pradesh".

p. "State" shall mean the State of Uttar Pradesh.

q. "Standard Operating Procedures" shall mean the procedure for operation of the Project to be developed by the Mechanized Cleaning & Gardening Service Provider and approved by the Authority as per the guiding principles laid down in Part-III.

r. "Agreement Signing Authority" will be Director/SIC/CMS of the respective hospital and "Implementing Authority" will be "The Director General Medical & Health Services, UP, Lucknow.

2. The capitalized terms not specifically defined in this Agreement shall have the meaning as ascribed to the min the RFP.

3. In this Agreement, unless the context otherwise requires,

- a. references to any legislation or any provision thereof shall include amendment or reenactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b. Words referring to a "person" shall be construed as a reference to any

individual, firm, company, corporation, society, trust, or any association;

- c. The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- d. the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- e. any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- f. Any reference today shall mean a reference to a calendar day;
- g. Any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- h. References to a "business day" shall be construed as a reference to a day (other than a Sunday) on which banks in Uttar Pradesh are generally open for business;
- i. Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates;
- j. Provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- k. The words importing singular shall include plural and vice versa;
- l. References to any gender shall include the other and the neutral gender;
- m. "Lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);
- n. references to the "winding-up", "insolvency", or "reorganization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- o. save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- p. Provided that this sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
- q. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;

- r. The Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- s. Time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2ARTICLE 2- OBJECTIVE OF THIS AGREEMENT

The OBJECTIVE OF THE AGREEMENT is to provide Mechanized Cleaning & Gardening Services in 10 Government District Hospitals & 04 MCH (100 Bedded) Wings of Uttar Pradesh.

The key considerations are:

The Service Provider is required to achieve a high level of environmental cleanliness throughout the hospital facility site.

The key considerations are:

- Provide a quality driven Cleaning (Housekeeping)and Gardening Service which achieves an optimum standard of cleaning for all hospital buildings and is held in high regard by patients, staff and visitors alike;
- Provide a standard of Service that helps to provide a positive image of the hospital and a level of cleanliness which provides a clinical and socially acceptable environment for patients, visitors and staff, 365 days of the year, 24 hours per day.
- Service provider's staff encouraged to develop quality routines and to identify opportunities to improve service delivery. Every member of staff to share a common objective and subscribe to the process of change and quality improvement.
- The service provider must develop required skills in the staff through trainings for the mutual benefit of both individuals and the hospitals and to develop staff relationships between the different departments involved in the cleaning process.
- Maintain a safe environment and safe working practices including the use of a recognized management system to ensure that standards of comfort and cleanliness stay high, and that any reduction in the quality of Service is recognized and corrected.

1.3ARTICLE3-ENGAGEMENT OF THE MECHANIZED CLEANING & GARDENING SERVICES PROVIDER

1. Subject to the terms and conditions contained in this Agreement, the Authority here by engages the Mechanized Cleaning & Gardening service Provider and the Mechanized Cleaning & Gardening service Provider hereby accepts the engagement to provide the Mechanized Cleaning & Gardening services at healthcare facilities in concern district. The Mechanized Cleaning & Gardening service Provider shall be responsible for providing

Mechanized Cleaning & Gardening services.

2. The services to be provided and the work to be undertaken by the Mechanized Cleaning & Gardening service Provider under the projects are detailed in the Part-III, Terms of Reference/Description of Services.

1.4 ARTICLE 4- DURATION OF THIS AGREEMENT

This Agreement, unless otherwise terminated in accordance with the provisions of Article 18 herein, shall remain valid and in force for be one year and extended to maximum of 2 terms of one year each (1+1+1) which shall be based on satisfactory performance on same terms and conditions with an average increase of cost by 5% every year.

1.5 ARTICLE 5- AREA OF OPERATION

Mechanized Cleaning & Gardening Services in 10 Government District Hospitals & 03 MCH (100 Bedded) Wings of Uttar Pradesh as mentioned in this contract.

1.6 ARTICLE 6- COMMENCEMENT OF SERVICES

- The Service Provider is required to start the work within 15 days from the date of signing of the contract. In case it is found the work has not been taken up within 15 days from the date of signing of the contract, Employer at its sole discretion may cancel the work order and forfeit the performance security.
- The Service Provider is required to post his authorized representative at the site of the work all the time, who shall receive the instructions from the contract signing authority from time to time. All such instructions received by the authorized representative on behalf of the Service Provider shall be deemed to have been received by the Service Provider within the scope of this work order.
- In the event the Service Provider fails to commence and execute the Project within the timelines, liquidated damages will be applicable as 0.05% per day of the final Contract Value upto maximum 10 percent of the total Contract value.

1.7ARTICLE 7- CONSIDERATION AND PAYMENT TO MECHANIZED CLEANING & GARDENING SERVICE PROVIDER

Refer to Schedule of Payments in Part-III for payment modalities.

1.8 ARTICLE 8- MECHANIZED CLEANING & GARDENING FACILITY

(i) Space and accommodation requirement

Place and accommodation for the Mechanized Cleaning & gardening equipment's other material used in sanitation work will be provided by the Hospital to the Service Provider for a specified period of contract. At the time of termination of the contract, the Service Provider will have the liberty to either, remove all his materials, or to, hand over to the next Service Provider.

On the expiry or earlier termination of the agreement, the said area shall be vacated peacefully by the Service Provider and handed over to the hospital in the condition they had received. In case during the period of contract, the Service Provider decides to terminate the contract, a notice for a period of not less than 3 months must be given to the hospital administration.

(ii) Electricity and water supply:

These will be provided by the hospital for operations of Cleaning & gardening machines, general lighting & ventilation in the premises. However, the service provider shall arrange the necessary water supply fitting, flexible pipe etc. for taking water from the water taps provided in the building for the work of housekeeping at his own cost.

1.9 ARTICLE 9-MANPOWER

(A) Adequate Staffing: Adequately staffed sanitation department is one of the most important factors that govern the success of environmental cleaning in a health care organization. Staffing levels must be appropriate to each department of the health care organization, with the ability to increase staffing in the event of any exigency.

Service provider is supposed to perform their own time management studies to determine appropriate staffing levels for cleaning and gardening staff beyond the minimum manpower indicated below, taking into consideration the following factors:

- Building factors
- Area of hospital (cleaning and gardening area)
- Age of the facility—older buildings are harder to clean
- Surface of cleaning
- Frequency of cleaning
- Average working hours of deployed staff including leave and sickness
- Design of the facility—e.g., amount of walking required to complete a task
- Season
- Exposure of facility to outside dust and soil, e.g., construction site
- Type of floors and walls
- Occupancy factors
- Occupancy rate and volume of cases
- Patient mix and type of care in the area (e.g., acute care, long-term care, no of OPDs)
- Frequency of cleaning required in area (as defined in work schedule)
- Square meters to be cleaned in patient care areas
- Square meters to be cleaned in non-patient care areas
- Admissions/discharges/transfers by unit/area – more rapid turnover requires a shorter turnaround time for rooms and equipment and more frequent discharge/ transfer cleaning.
- Equipment factors
- Infection control factors
- Dedicated staff for toilets (in OPD & IPD)

Minimum manpower deployment indicator:

Minimum manpower deployment indicator:

{Taking example of 100 bedded hospital for unskilled manpower availability ratio per day (24X7) as below:

*Morning Shift (6:00 AM to 2:00 PM) - 1:10 (10 manpower)

*Evening Shift (2:00 PM to 10:00 PM) - 0.6:10 (6 manpower)

*Night Shift (10:00 PM to 6:00 AM) - 0.4:10 (4 manpower)}

*One supervisor required on Unskilled staff upto 15 in number.

*Minimum numbers of unskilled manpower up to 50 bedded hospital should be 10 in number.

*Cleaning & Gardening staff: Unskilled category

*Supervisor: Skilled category

This will also be considered included in ITB: 2.3 Eligibility to bid – Minimum Qualification Criteria

Note: During calculation of manpower, numerical value should be rounded up to the next whole number (next numeric value)

Note:- Pandemic situation : In pandemic situation like Covid-19 , if extra manpower or material is used then the service Provider will provide the services under CSR as per their responsibility towards the nation.

1.10 ARTICLE 10- REVIEW OF MECHANIZED CLEANING & GARDENING SERVICES:

Monitoring, Evaluation and Reporting

The hospital authority has to maintain a hospital complaint register in case of any problem encountered on daily basis in the services rendered by the service provider. Once reported to the cleaning staff or supervisor or authorized representative of service provider on noncompliance of the services, the cleaning staff has to rectify the problem in accordance with the time frame mentioned below.

Risk Category/ Functional Area	Time Frame for Corrective Action
Very High Risk Area	within 15 minutes of reporting of problem to the service provider
High Risk Area	within 15 minutes of reporting of problem to the service provider
Moderate Risk Area	within 30 minutes of reporting of problem to the service provider
Low Risk Area	within 1 hour of reporting of problem to the service provider

I. The designated hospital staff of respective functional area of the hospital shall fill the **weekly cleaning review sheet** mentioned in Annexure IV by marking the response in a **scale of 0-5**(whether the services are complying to the standards or not) against **twenty key elements/criteria**. The duly filled review sheet shall be signed by assigned hospital staff (by whom sheet will be filled), counter signed by the contract signing authority and the site supervisor or assigned personnel of service provider.

II. The authorized representative assigned by the employer or contract signing authority shall collect all the reports and notifications to data entry operator and payments shall be reimbursed

according to that as mentioned in the payment clause in Part III Schedules of Agreement.

III. An internal audit shall be conducted on random basis during each quarter for all schedules by the authority assigned by the employer. The auditor shall decide the cleanliness based on the same format as Weekly Review Sheet of all Risk .Internal audit report will be compared with the latest available score of Weekly Review Sheet filled by the hospital authority.

IV. If the services are not found satisfactory during Surprise visit by designated authority, a penalty upto limit of 5% of the calculated monthly payment shall be deducted on written adverse report by the Govt. official submitted to Hospital authority.

1.11ARTICLE 11- COVENANTS OF THE MECHANIZED CLEANING &GARDENING SERVICE PROVIDER

A. Covenants of the Mechanized Cleaning & gardening Service Provider:

B. The Service Provider shall be liable to pay compensation for any loss and damage caused to the property of the Hospital or its patients by the Service Provider or his workers. The service provider can also empanel with an insurance company that will pay to compensate for the damage; on behalf of service provider.

C. In the event of the Service Provider failing to execute the cleaning work under contract in whole or in part an alternative arrangement will be made by the employer totally at the cost and risk of Service Provider.

D. The Service Provider shall be entirely responsible for the conduct of his staff and in case of any complaint against any staff, Service Provider will be under obligation to take necessary actions when instructed orally or written by the Nodal Officer appointed by either employer or contract signing authority. The Service Provider shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any those laws. The employer or contract signing authority shall not be responsible for any such action with regard to staff on the rolls of the Service Provider whatsoever

E. The service provider & his staff shall follow the instructions of the Contract Signing Authority/Employer in force and instructions issued from time-to-time; failing which the employer will be free to take appropriate action against the Service Provider for violating the same.

F. Any hospital related maintenance issue affecting the performance of cleaning services shall be rectified by the Service Provider taking the prior approval of the contract signing authority and the Service Provider shall be reimbursed for any additional cost incurred through contingency funds under the Chairman, Rogi Kalyan Samiti.

G. The service provider will issue identity cards to his workers/ supervisors within one month of commencement of the contract. The workers should wear the identity cards during their duty hours.

H. The service provider will provide the uniform and name badges to all his workers at his own expenses within one month of execution of contract, failing which the same will be provided by the Contract Signing Authority and double charge will be recovered from Services Provider.

I. The services provider shall provide the names, address, age and full particulars of the workers to be deployed at the Hospital for House Keeping and Gardening services well in advances.

J. The Service Provider shall submit police verification in respect of workers to be deployed to the Contract Signing Authority.

K. Frequent changes in the posting of personnel should not be made so that functioning of Hospitals is not adversely affected. The Hospitals reserves the right to assign duties to any person against absent worker under the contract during this period and expenses related to such deployment shall be deducted from the payments to the contractor. Frequent absenteeism or non-deployment of workers on duty will have compounding penalty in the form of fines.

L. When any worker of the Services Provider precedes on leave the Services Provider immediately replace the worker without any addition of expenses to the Contract Signing Authority.

M. The staff to be provided has to be fully trained to provide services of required standards and in the eventuality of such staff getting changed due to shift job or attrition, then in such circumstances an alternative arrangement with similar skills is to be ensured.

N. The Services Provider shall not change any worker without prior consent of the contract signing authority or employer; and all formalities such as police verification certificate, identity cards should be complied with before deploying a new worker.

O. The Contract Signing Authority shall have further right to adjust or deduct any of the amounts on account of damages or loss caused to the Hospital due to negligence of duty of contractual staff etc. deployed by the Service Provider from the payment due under this contract and can also be charged against the performance Bank Guarantee.

P. Service Provider shall not engage any sub-Services Provider or transfer the contract to any person/firm.

Q. Service Provider shall abide by all laws and regulations and statutory obligations in force from time to time and shall indemnify the Contract Signing Authority/Employer from any claims in this regard.

R. All letters posted to Service Provider on the address given by his will be considered to have been delivered intime.

S. GST and other statutory levies as applicable from time to time will be borne by the Service Provider and wherever required (TDS) such deduction will be made from the bills of the Service Provider.

T. It is the right of the Contract Signing Authority/Employer to inspect the PF/ESI/GST payment challan etc. or wages distribution chart; anytime during the contract period and it's a mandatory requirement of the service provider to submit proof of challan quarterly with the invoice.

U. It will be sole responsibility of the Service Provider to observe all labour laws in force from time to time. The Service Provider shall indemnify the Directorate of Medical & Health Services from any claims arising out of the work in his scope from the Govt. /Local bodies of any third parties.

V. Service Provider will be fully responsible for any accident or mishap in involving workers engaged by the Service Provider and any claim made on this part will be paid by the Service Provider. The Service Provider shall indemnify the employer or contract signing authority from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other, nature respect of all workers engaged by the Service Provider.

W. The Service Provider will be held fully liable for any kind of strike or other disturbance caused by the workers hired by the Service Provider whether on account of nonpayment of wages by the Service Provider or any other cause. The Service Provider will be penalized for any failure, omission or commission on the part of workers hired by them which may result in disruption of work in the Hospital. If such disruption in work causes losses to the Hospital the Service Provider will be wholly responsible for indemnifying the employer for the losses.

X. It will be the responsibility of the Service Provider to protect his employees engaged in work for occupational hazards such as hospital-acquired infections, injury & various other Diseases. He will have to take the precautionary measures like regular medical checkup, provide protective attire to his workers, vaccination and medical insurance. The service provider has to get all his employees insured properly against these occupational hazards.

Y. The Sanitation/ House Keeping Staff as provided by the Service Provider shall always remain employees of the Service Provider for all intents and purposes and the Service Provider alone shall be liable for any dispute which may have any sort of legal repercussions in the court of law. The Employer or the Contract signing authority has no liability for the workers hired / deployed by the service provider. The workers of the Service Provider will have no claims on employment rights with the Employer or contract signing authority at the conclusion / termination of the contract.

Z. It will be the sole responsibility of the Service Provider to abide by the provisions of the

following acts as to the workers engaged by him for performance of this contract:

1. Employment of Children Act.
2. Workmen compensation Act.
3. Employment of Labour/ Contract Labour Act.
4. Industrial Employment Act.
5. Contract Labour abolition and regulation Act1970.
6. Minimum Wages Act.
7. Employee Provident Fund Act.
8. ESI Act
9. Any other Act or Legislation, which may govern the nature of the contract and/ or being issued by Govt. from time to time.

AA. The Service Provider shall ensure that the persons so deployed will not carry or take out any items/ property of the Hospital outside the Hospital premises without a proper gate pass signed by the designated Officer/Official.

1.12ARTICLE 12- COVENANTS OF THE IMPLEMENTING AUTHORITY

(i) Space and accommodation requirement

Place and accommodation for the Mechanized Cleaning & gardening equipment's other material used in sanitation work will be provided by the Hospital to the Service Provider for a specified period of contract. At the time of termination of the contract, the Service Provider will have the liberty to either, remove all his materials, or to, hand over to the next Service Provider. On the expiry or earlier termination of the agreement, the said area shall be vacated peacefully by the Service Provider and handed over to the hospital in the condition they had received. In case during the period of contract, the Service Provider decides to terminate the contract, a notice for a period of not less than 3 months must be given to the hospital administration.

(ii) Electricity and water supply:

These will be provided by the hospital for operations of Cleaning & gardening machines, general lighting & ventilation in the premises. However, the service provider shall arrange the necessary water supply fitting, flexible pipe etc. for taking water from the water taps provided in the building for the work of housekeeping at his own cost.

1.3ARTICLE 13- PERFORMANCE SECURITY

1. To ensure due and satisfactory performance of its obligations under this Agreement, the Mechanized Cleaning & gardening Service Provider has to furnish, before the execution of this Agreement, a performance security in the form of an irrevocable bank guarantee (in the format specified in format 9of RFP part I) from a Scheduled

Bank details of which are given below:

- (a) Name of issuing Bank – <<>>
- (b) Amount of Bank Guarantee-<<>>only
- (c) Date of issue-<<>>
- (d) In favor of- Director General Medical & Health Services, Lucknow
- (e) Validity period- One year and six months. (Subject to further extension of performance security in case of renewal of service with respect to the contract price).
- (f) Cash able and enforce able at respective district of the hospital.

2. The Performance Security shall be maintained and shall be available for the Implementing Authority to enforce in case of any failure or default on the part of the Mechanized Cleaning & gardening Service Provider in performing its obligations under this Agreement or otherwise to meet any claim against the Mechanized Cleaning & Gardening Service Provider or any other reason including but not limited to recovery of penalties, excess payments made previously and non-performance (by the Mechanized Cleaning & gardening Service Provider) that causes financial loss to the Implementing Authority.

3. The Mechanized Cleaning & gardening Service Provider shall be liable to restore/replenish the Performance Security to the full amount in case of part encashment/invocation of the same by the Implementing Authority. This shall be done within 30 (thirty) days of any such part encashment/invocation. Failure of the Mechanized Cleaning & gardening Service Provider to provide a valid Performance Security and /or restore/replenish and maintain the Performance Security in accordance with this Article 14 shall entitle the Authority to forthwith terminate this Agreement.

1.14 ARTICLE 14- APPOINTMENT OF COMMITTEES, AGENCIES, ETC.

1. Authority at its discretion may constitute committees or appoint external agencies for the monitoring of performance, processing and verifying invoices/claims, handling disbursement of funds etc.

2. Authority may from time to time appoint or reconstitute appropriate committees and agencies, to monitor and coordinate the work and services of the Mechanized Cleaning & gardening Service Provider and undertake various studies, investigation, inquiries, verifications, etc. as may be considered appropriate.

1.15 ARTICLE 15- REPRESENTATIONS AND WARRANTIES

1. The Mechanized Cleaning & gardening Service Provider represents and warrants

that:

- (a) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or registration;
- (b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (d) It has the requisite standing and capacity including to undertake the work under this Agreement;
- (e) This Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) all the information furnished in the Proposal is, and shall be, true and correct as on the Effective Date and the balance sheet and profit and loss account of the Mechanized Cleaning & gardening Service Provider for its every accounting years after the Effective Date furnished to the Authority shall give true and fair view of the affairs of the Mechanized Cleaning & gardening Service Provider;
- (g) it shall furnish a copy of its audited accounts within 120 (one hundred twenty) days of the close of its every accounting year after the Effective Date and any material change subsequent to the date of such accounts shall be notified to the Authority by the Mechanized Cleaning & gardening Service Provider within thirty (30) days of its occurrence and warrants that the accounts and the information furnished as aforesaid shall be true and correct;
- (h) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or any covenant, agreement, understanding, decree or order to which, it is a Party or by which it or any of its properties or assets is bound or affected;
- (i) there are no actions, suits, proceedings, or investigations pending or, to the Mechanized Cleaning & gardening Service Provider's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Mechanized Cleaning & gardening Service Provider under this Agreement or which individually or in the aggregate may result in any adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement;
- (j) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any adverse effect or impairment of the Mechanized Cleaning & gardening Service Provider's ability to perform its obligations and duties under this Agreement;

(k) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have adverse effect on its financial condition or its ability to perform its obligations and duties under this Agreement;

(l) No representation or warranty by the Mechanized Cleaning & gardening Service Provider contained herein or in any other document furnished by it to the Authority, or to any Governmental Agency in relation to applicable permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(m) it warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the Mechanized Cleaning & gardening Service Provider, to any person by way of fees, commission or otherwise for securing or entering into this Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith; and

(n) It shall duly renew and maintain Performance Security at all times up till six months after the expiry of the Agreement Period in full force and effect in accordance with the provisions of this Agreement.

2. The Mechanized Cleaning & gardening Service Provider under takes to observe the highest standard of ethics during the performance of its obligations under this Agreement without indulging in any Corrupt, Fraudulent, Collusive or Coercive Practices. For the purposes of this provision, the terms set forth below shall have the meaning assigned to them as follows:

(a) "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;

(b) "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(c) "Collusive Practices" means a scheme or arrangement between two or more Mechanized Cleaning & Gardening Service Providers, with or without the knowledge of Authority, designed to influence the action of any party in the procurement process or execution of the contract;

(d) "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of the contract;

(e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and

(f) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among applicants/ bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

3. The Mechanized Cleaning & gardening Service Provider acknowledges that prior to the submissions of the Proposal, the Selected Bidder had after a complete and careful examination made an independent evaluation of all the information provided by the Authority and had determined to the Selected Bidder’s satisfaction the nature and extent of such difficulties, risks and issues as are likely to arise or may be faced by the Mechanized Cleaning & gardening Service Provider in the course of performance of its obligations hereunder.

4. The Mechanized Cleaning & gardening Service Provider acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority shall not be liable for the same in any manner what so ever to the Mechanized Cleaning & gardening Service Provider.

1.16 ARTICLE 16- FORCE MAJEURE

1. As used in this Agreement, the expression “Force Majeure” or “Force Majeure Event” shall mean occurrence in the State of any or all of Non-Political Event, Indirect Political Event and Political Event respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the “Affected Party”) of its obligations under this Agreement and which actor event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has material adverse effect on the Affected Party.

2. Non-Political Event: A Non-Political Event shall mean one or more of the following acts or events:

3. Act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion;

(a) strikes or boycotts (other than those involving the Mechanized Cleaning & gardening Service Provider or its respective employees/representatives, or attributable to any act or omission of any of them) interrupting services and/ or any of the Project Facilities for a continuous period exceeding 7 (seven) days in an

accounting year, and not being an Indirect Political Event;

(b) any judgment or order of any court of competent jurisdiction or statutory authority made against the Mechanized Cleaning & gardening Service Provider in any proceedings for reasons other than (i) failure of the Mechanized Cleaning & gardening Service Provider to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement or (iv) exercise of any of its rights under this Agreement by the Authority; or

(c) any event or circumstances of a nature analogous to any of the foregoing.

4. Indirect Political Event: An Indirect Political Event shall mean one or more of the following acts or events:

(a) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;

(b) Any Indirect Political Event that causes a Non-Political Event; or

(c) any event or circumstances of a nature analogous to any of the foregoing.

5. Political Event: A Political Event shall mean one or more of the following acts or events by or on account of any Government instrumentality:

(a) Compulsory acquisition in national interest or expropriation of any Project Facilities or rights of the Mechanized Cleaning & gardening Service Provider;

(b) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Mechanized Cleaning & gardening Service Provider to perform its obligations under this Agreement;

Provided that such delay, modification, denial, refusal or revocation did not result from the Mechanized Cleaning & gardening Service Provider's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit; and

(c) any event or circumstance of a nature analogous to any of the foregoing.

6. Upon occurrence of a Force Majeure Event, the Affected Party shall by written notice report such occurrence to the other Party within 48 hours from such occurrence. Any notice pursuant hereto shall include full particulars of:

(a) the nature and extent of each Force Majeure Event which is the subject matter for any claim for relief under this Article with evidence in support thereof;

(b) The estimated duration and the effect or probable effect which such Force Majeure

Event is having or shall have on the Affected Party's performance of its obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for mitigating the impact of such Force Majeure Event; and

(d) Any other information relevant to the Affected Party's claim.

7. The Affected Party shall not be entitled to any relief or in respect of a Force Majeure Event unless it has notified the other Party of the occurrence of the Force Majeure Event forthwith and in any event not later than 48 hours after the Affected Party knew, or ought reasonably to have known, of its occurrence.

8. For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular reports containing information of the event and such other information as the other Party may reasonably request from the Affected Party.

9. After the Effective Date, if any Force Majeure Event occurs, the dates set forth in the Schedule 2, at the sole discretion of Authority, may be extended by a period for which effect of such Force Majeure Events subsists.

10. If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, Authority may in its discretion terminate this Agreement by issuing a termination notice to the other Party without being liable in any manner whatsoever, and upon issue of such termination notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith;

Provided that before issuing such termination notice, Authority shall inform the Mechanized Cleaning & Gardening Service Provider and grant 15 (fifteen) days time to make a representation, and may after the expiry of such 15 (fifteen) days period in its sole discretion issue the termination notice.

11. The non-availability of the Manpower, equipment and/or other Project Facilities due to repair etc. shall not be considered as Force Majeure and it shall be the responsibility of the Mechanized Cleaning & Gardening service Provider to arrange for appropriate alternatives to maintain the services and work as stipulated in this Agreement. It shall be entirely the obligation of the Mechanized Cleaning & Gardening Service Provider to maintain the Manpower, Equipment and other Project Facilities required rendering the services and working under this Agreement.

1.17 ARTICLE - 17 TERMINATION:

By the Authority: The Authority may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (h)

(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

In such case, where contract of Service Provider lapses before completion of the contract period, Director General Medical & Health Services, U.P. shall initiate a fresh tender or the Authority shall be free to undertake the measure to invite L2 or L3 for same work at the current contracted rate till the remaining contract period.

For this, the responsive L2 & L3 bidders are required to give an undertaking to the authority during issuance of LOA to responsive L1 bidder.

(b) if the Service Provider become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the Service Provider, in the judgment of the Authority has engaged in corrupt or fraudulent.

(e) The authority reserves the right to terminate the contract without assigning any reason by giving a notice of three months. The Service Provider will have to serve a notice of three months, if he wishes to terminate the contract, failing which his performance security would be forfeited. .

(f) Authority shall be entitled to enforce the Performance Security and the Bank Guarantee and recover the amount due to it in respect of such claim, damages, rights or remedy without prejudice to its rights.

(g) Notwithstanding anything to the contrary contained in this Agreement, termination of this Agreement shall be without prejudice to other rights of the Authority including its right to claim and recover damages and other rights and remedies which it may have in law or under this Agreement.

(h) Notwithstanding anything contained in this Agreement, the Authority may terminate this Agreement if it is found after execution of this Agreement that Selected Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice or restrictive practice in the Bidding process. In such circumstances, the Authority shall be entitled to forfeit and appropriate/invoke the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under this Agreement.

By the Service Provider:

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b):

(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute. within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days

1.18 ARTICLE 18 - DISPUTE RESOLUTION

1. AmicableResolution:

(a) Save where expressly stated to the contrary in this Agreement, anydispute,difference or controversy of whatever nature howsoever arising under,out of or in relation to this Agreement including incompleteness of the Project, between the Parties and so notified in writing by either Party to the other (the "Dispute") inthe first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Sub-clause (b)below.

(b) In the event of any dispute between the Parties, either Party may call upon The Principal Secretary Medical Health & Family Welfare, of the State of Uttar Pradesh to mediate and assist the Parties in arriving at an amicable settlement thereof. The Principal Secretary Medical Health & Family Welfare shall meet with the Mechanized Cleaning & Gardening Service Provider not later than15 (fifteen) days of the date of such request to discuss and attempt to amicably resolvethe Dispute.

(c) If the dispute is not amicably resolved pursuant to the above as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties then the dispute shall be referred to adjudication by the arbitrators.

2. Arbitration:

(a) Any Dispute, which is not resolved amicably as provided in Clause (1) ofthisArticle19shallbefinallydecidedbyreferencetoarbitrationby an arbitration tribunal of three arbitrators-one each to be appointed by the Authority and the MechanizedCleaning & gardening Service Provider and the two arbitrators so appointed to appoint the third arbitrator who shall act as the presiding arbitrator. The arbitration shall be subject to the provisions of the Arbitration and Conciliation Act,1996.

(b) The arbitrators shall issue a reasonedaward.

(c) The venue of such arbitration shall be in Lucknow, UttarPradesh.

(d) The Parties undertake to carry out any decision or award of the arbitrators (the "Award") without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.

(e) The Parties agree that an Award may be enforced against the Mechanized Cleaning & Gardening Service Provider and/or Authority, as the case may be and their respective assets wherever situated.

(f) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

1.19 ARTICLE 19 - GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Lucknow, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

1.20 ARTICLE 20 - INDEMNITY

1. Indemnity by the Mechanized Cleaning & Gardening Service Provider:

(a) The Mechanized Cleaning & Gardening Service Provider shall indemnify and hold the Authority harmless, from any and all action, claims, suits and/or legal proceedings initiated by any person, third party or otherwise, that may be initiated or raised against Authority with respect to the scope of work of Mechanized Cleaning & Gardening under this agreement whether that may be in the nature of criminal, civil, medico-legal proceedings, proceedings under the Consumer Protection Act, 1986 or any Applicable Law that may arise under this Agreement.

(b) The Mechanized Cleaning & Gardening Service Provider shall also indemnify and hold the Authority harmless from any and all actions, claims, liabilities, costs, damages and expenses of every kind and nature in respect of the sickness, injury or death of any person employed directly or indirectly by the Mechanized Cleaning & Gardening Service Provider and damage to or destruction of any property or equipment of the Mechanized Cleaning & Gardening Service Provider arising during or as a result of the performances or non-performance of this Agreement from any cause whatsoever provided that this Article shall not apply to injury, death, damage or destruction to the extent caused by the gross negligence, default or omission of the Authority or its employees.

2. Indemnity – ThirdParty:

The Mechanized Cleaning & gardening Service Provider shall indemnify and hold the Authority harmless from any and all claims, liabilities, costs, damages, and expenses of every kind and nature in respect of the sickness, injury or death of any third party and the damage to or destruction of any property of any third party arising directly or indirectly as a result of any gross negligence, default or omission of the Mechanized Cleaning & gardening Service Provider or its employees.

3. Non-Compliance with ApplicableLaws:

The Mechanized Cleaning & gardening Service Provider shall indemnify and hold the Authority harmless from any fines, penalties and similar charges which may be attributed to or imposed or assessed againsttheAuthoritybyreasonofthefailureofthe MechanizedCleaning & gardening Service Provider tocomplyfullywithall Applicable Laws and Applicable Permits save to the extent such failure was caused by the gross negligence, default or omission of theAuthority or its employees.

4. GeneralIndemnity:

The Mechanized Cleaning & gardeningService Provider shall indemnify and hold the Authority harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by the Authority arising whether directly or indirectly as a resultof the breach by the Mechanized Cleaning & gardeningService Provider of any of the Mechanized Cleaning & gardening Service Provider's obligations under this Agreement save to the extent such claims, liabilities, costs, damages and expenses were caused by the gross negligence, default or omission of the Authority or its employees.

Notwithstanding the termination of this Agreement, the Mechanized Cleaning & gardening Service Provider shall indemnify and hold the Authority with respect to the scope of work of Mechanized Cleaning & gardening Services under this agreement harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by the Authority during the subsistence of this Agreement.

5. Enforcement:

For the avoidance of doubt, nothing in this Article shall prevent or restrict a Party enforcing any obligation owed to it under this Agreement.

6. Defense:

The Authority shall promptly notify the Mechanized Cleaning & gardening Service Provider of any matter which may give rise to a right of the Authority to be indemnified under this Article21.

The Mechanized Cleaning& gardening Service Provider may at its own cost conduct negotiations for the settlement of any claim made against it, and any litigation that may arise there from in such reasonable manner as the Authority shall from time to time approve (such approval not to be unreasonably withheld).

The Mechanized Cleaning & gardening Service Provider may not, however, conduct such negotiations or litigation before it has given the Authority such security as the Authority may reasonably require. The security shall be for an amount required by the Authority, which is its reasonable assessment of the amount for which it may be come liable and which are the subject of the indemnities under this Article.

The Authority shall not make any admission which might be prejudicial to the Mechanized Cleaning & Gardening Service Provider unless the Mechanized Cleaning & gardening Service Provider has failed to take over the conduct of the negotiations or litigation or provide security under this Article 20 within a reasonable time after having been so requested.

1.12 ARTICLE - 21 MISCELLANEOUS

1. As mentioned in RFP below the Table no.1 - There may be deviation in cleaning & gardening areas as mentioned in the Table - 1 . Actual cleaning & gardening area shall be finalised, if necessary, during the signing of the contract between the Director / SIC / CMS of the hospital and service provider as per actual area provided by the hospital authorities. Also if there is increase in area due to new building being made operational during contract period then the contract value will be increased as per square meter price mentioned in the contract with actual increased area verified by Unit Incharge of the hospital and approved by Director General, DGHM. If the number of sanctioned beds is increased/decreased in case of area increase / decrease or any change in comparison of value mentioned in the bid document, then the Service Provider has to increase/decrease nos of Minimum manpower considering total minimum manpower requirement compulsory as per bed strength of the hospital mentioned in clause 1.9 (A) of part 2 in bid document on proportionate basis..
- 2 Priority of agreements and errors/ discrepancies:

This Agreement, and all other agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided else wherein this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (a) This Agreement read with all Schedules;
- (b) Letter of Intent;
- (c) Request for Proposal Part-I, II AND III; and
- (d) all other agreements and documents executed by and between the Parties.

In-case of any discrepancy or conflict between the provisions of the above documents, the provisions of the documents mentioned prior in the above order shall prevail over the provisions of the documents mentioned subsequently in the above order.

(B) Waiver:

Waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under this Agreement:

- a. Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- b. Shall not be effective unless it is in writing and executed by a duly authorized representative of the Party;and
- c. Shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

(C) Entire Agreement:

This Agreement and together with the other contract documents and the Schedules constitute complete and exclusive statement of the terms of this Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by the Authority and executed by the person expressly authorized by a resolution of Authority in this behalf.

4. Notices:

Any notice or other communication to be given by one Party to the other Party under, or in connection with the matters contemplated by this Agreement shall be in writing and shall be given at the respective addresses given in Article 22 (11) below, by letter delivered by registered post to the person designated or the purpose in writing by the concerned party from time to time.

5. Severability:

If for any reason whatsoever any provision of this Agreement is or becomes in valid, illegal or unenforceable or is declared by any court of competent jurisdiction or any

other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of their manning provisions shall not be affected in any manner.

6. Assignment, etc.:

The Mechanized Cleaning & gardening Service Provider shall not assign, sub-contract or transfer its rights and obligations under this Agreement to any person, in any manner whatsoever.

7. Relationship of the Parties:

Nothing contained in this Agreement shall be construed or interpreted as constituting a joint venture, partnership or agency relationship between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. The Parties have entered into this Agreement on a principal to principal basis.

8. Language:

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

9. Exclusion of Implied Warranties etc.:

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by customer otherwise arising out of any other agreement among the Parties or any representation by either Party not contained in a binding legal agreement executed by Parties.

10. Counterparts:

This Agreement may be executed in two counter parts, each of which when executed and delivered shall constitute an original of this Agreement.

Address for Correspondence:

For the Authority

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED (A Government of

Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension,
Lucknow - 226010 Website: <http://www.upmsc.in/>, <https://etender.up.nic.in>
Email: equipment@upmsc.in, Tel. no. 0522-2060098 -

For the Mechanized Cleaning & Gardening Service Provider

Mr. <<>>

<<Address>>

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS
AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN SIGNED SEALED
AND DELIVERED

For and on behalf of MD, UPMSC By:

Mr. <<>>(Name)

Director/SIC/CMO/CMS District..... , UP

SIGNED SEALED AND DELIVERED

For and on behalf of Mechanized Cleaning & gardening Service Provider

Mr. <<>>

Name and Designation of Authorized Signatory Address<<<<>>>>

In the presence of:

1. _____

2. _____



National Competitive Bidding

REQUEST FOR PROPOSAL (RFP)

Out Sourcing of Mechanized Cleaning (Housekeeping) and Gardening Services in 10 Government District Hospitals & 04 MCH (100 Bedded) Wings of Uttar Pradesh

Part III: Schedules to Draft Agreement

Issue Date: 05/05/2022

Bid Reference. No. : UPMSCL/SR/Mec. Cleaning/008/22-23

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

(A Government of Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector- 7, Gomti Nagar Extension, Lucknow - 226010 Website: <http://www.upmsc.in>, <https://etender.up.nic.in>, Email: equipment@upmsc.in, Tel. no. 0522- 2060098

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TERMS of REFERENCE

Out Sourcing of Mechanized Cleaning & Gardening Services in 10 Government District Hospitals with their attached 04 MCH (100 Bedded) Wings of Uttar Pradesh

Background Information

- Earlier NHM was providing cumulative budget for Cleaning & Gardening Services and Cleaning & Gardening Services to the district hospitals. Cleaning & Gardening and Cleaning & Gardening work in district hospitals of Uttar Pradesh is performed by regular cleaning staff and Dhobi staff .Budget was provided by NHM or managed by Rogi Kalyan Samiti of the hospital.
- Uttar Pradesh Health System Strengthening Project (World Bank funded project) had Piloted specific services like Mechanized Cleaning & Gardening & Mechanized Cleaning & Gardening services through engagement of private sector as the mandate to get NABH accreditation in selected district hospitals. These services were outsourced through Service Provider in order to give quality services to the common public coming to government hospitals for their treatment.
- After the closure of the project and to avoid the duplication in budget, it has been decided by the Government of Uttar Pradesh to continue these activities wherein NHM shall be the funding agency and Directorate of Medical and Health shall be the Implementing Authority. Hence it was suggested to Out Sourcing of Mechanized Cleaning (Housekeeping) and Gardening Services in 10 Government District Hospitals & 03 MCH (100 Bedded) Wings of Uttar Pradesh on PPP model.

Current Scenario and Needs Assessment

A majority of the health care institutions activities related to the housekeeping services including use of cleaning materials and disinfectants are done by personnel with little or no formal education. They carry on their jobs without much training, scientific supervision or direction, they seem to learn everything on the job. In a number of instances housekeeping activity is a purposeless ritual. Inappropriate dilution and adhoc formulation is generally resorted to in housekeeping activities.

Due to massive number of outpatients, inpatients and surgeries at district hospital level, there is huge demand for professional cleaning services in the hospitals. As the patients who are visiting government facilities are not well educated, there are always chances of cross contamination and infection spread. So, a high quality cleaning and housekeeping services is the need of the hour which will benefit patients and public in control and prevention of hospital acquired infections.

Government of Uttar Pradesh (GoUP)'s Strategy

The GoUP has adopted a Public Private Partnership (PPP) policy for the health sector. The overriding objective of the policy is to utilize the technical, financial and management resources

available in the private sector for strengthening the quality of services being provided through the public healthcare network. In order to supplement the existing housekeeping services and enhance affectivity, the employer has proposes to outsource cleaning (housekeeping) and gardening services in 10 Government District Hospitals & 04 MCH Wingsof Uttar Pradesh.

Objectives

The Service Provider is required to achieve a high level of environmental cleanliness throughout the hospital facility site.

The key considerations are:

- Provide a quality driven Cleaning (Housekeeping)and Gardening Service which achieves an optimum standard of cleaning for all hospital buildings and is held in high regard by patients, staff and visitors alike;
- Provide a standard of Service that helps to provide a positive image of the hospital and a level of cleanliness which provides a clinical and socially acceptable environment for patients, visitors and staff, 365 days of the year, 24 hours per day.
- Service provider's staff encouraged to develop quality routines and to identify opportunities to improve service delivery. Every member of staff to share a common objective and subscribe to the process of change and quality improvement.
- The service provider must develop required skills in the staff through trainings for the mutual benefit of both individuals and the hospitals and to develop staff relationships between the different departments involved in the cleaning process.
- Maintain a safe environment and safe working practices including the use of a recognized management system to ensure that standards of comfort and cleanliness stay high, and that any reduction in the quality of Service is recognized and corrected.

1. Activities to be performed by the Service Provider (Scope of Work)

The Bidder should:

Provide housekeeping and sanitation services across the hospital covering all areas and departments within the hospital building and entire campus area. All functional areas in the hospital have been divided into four risk areas based on below mentioned criteria:

- The risk of infection to patients.
- Occupational health and safety risk to staff and visitors
- Aesthetics e.g. reception areas, grounds
- Value for money

The risk category is defined into four major categories as mentioned below:

- 1) Very High RiskArea
- 2) High RiskArea
- 3) Moderate RiskArea
- 4) Low Risk Area

The services includes the following,

(A) General:

1. Areas of operations are as follows:

Areas of operation will consist of following services for 10 district hospitals and 04 MCH Wings as shown in Table 1: Complete hospital building for cleaning purposes.

2. Maintenance of garden and lawns in the premises of district hospital(Scope of work along with schedule mentioned in this section under Gardening Schedule)

3.The service provider shall provide the cleaning (housekeeping) services 24 hours per day. 365 days per year as per the requirements set out in the Service Specific Specifications (Annexure II) relevant to the delivery of desired cleaning services.

4.The Service Provider should submit a training plan of their employee on quarterly basis. Trainings should be frequent and trainer must be qualified for providing training related to special cleaning instructions for hospitals/ disaster management in hospitals.

5. The service provider shall execute its work in such a manner that no change is made to the existing structure, if any damage occurred it shall be made good by the service provider.

6. The bidder should meet all the legal requirements (**Registrations should have been renewed every year without default**)

7. In the event of any illness / injuries resulting from any accident to their staff, take all responsibility for the same and provide necessary compensation towards medical care and meeting all medical expenses incurred for thesame.

8. Ensure proper **insurance cover** of its staff employed within the hospital against medical and third party liability.

9. Be responsible for making alternative arrangement in the case of **absenteeism** of its personnel for the duty, to ensure scheduled work is completed satisfactorily.

10. In case of any **Labour disputes** regarding their employees, resolve the same at the earliest to ensure scheduled work is completed satisfactorily and ontime.

11. Provide all necessary **Uniforms, Identification Cards (ID),PersonalProtective Equipment (PPE)** etc., to its entire staff deployed at the hospitals and ensure proper maintenance of it.

12. Ensure that all their Staff assigned to the hospital be adequately **immunized** against all types of communicable diseases and periodically monitored through health check-ups.

13. Make it understood to their staff that there is no employer - employee relationship between them and the hospital and they do not form / engage themselves in any unionized activity.

14. Ensure by checking the antecedents of all the staff, that none have **prior police records**.

15. Ensure that their staff does not have any political affiliations and not a part of any unions.

16. Remove any staff member from their employment on the request of the Hospital, who acts against the interests of the Hospital or theGovernment.

17. Allow the hospital management to supervise the works carried out by the contract staff and to give any work orders deemed necessary directly to them.

18. Have the staff report for duty strictly as per the detailed scope of work.

19. Ensure that the services of their staff are only for the hospital earmarked to them.

20. Ensure that their staffs are available for all 7 days of work per weekconsidering the three shifts in hospitals as following:

Morning Shift (6:00 AM to 2:00 PM)

Evening Shift (2:00 PM to 10:00 PM)

Night Shift (10:00 PM to 6:00AM)

21. Ensure accountability and supervision of all their Staff, at all times in the Hospital.

22. The Hospital / signing authority will not be responsible for the loss or damage of any equipment or material brought in by the Agency / used by the service provider onsite.
23. Should not accept cash / any favors from any person in the hospital. Behave politely with the Hospital authorities and other officers who may make visits to the hospital from time to time as well as be very helpful and considerate to the patients.
24. The Service Provider shall be liable to pay compensation for any loss and damage caused to the property of the Hospital or its patients by the Service Provider or his workers. The service provider can also empanel with an insurance company that will pay to compensate for the damage; on behalf of service provider.
25. After execution of the work, the service provider shall store the cleaning material, equipment and any tool in proper organized manner so as not to give any ill appearance to the hospital. Wear properly maintained uniform, with cap and shoes all through the duty time. Be clean shaven and well-groomed with normal length hair. Not to drink alcohol, smoke, gamble or eat in public while on duty.
26. Have staff sufficiently trained in assisting emergency situations like fire/floods /other natural or man-made calamities/massive casualties etc. and most other common life threatening situations.
27. All the staff employed will need to be provided with Uniforms in pant and shirt (for male), salwarkameez/saree (for female) with proper caps, shoes and necessary Personal Protective Equipment as applicable to the area of work.
28. Any personnel found misfit or including into indiscipline act or found medically unfit shall be immediately removed and immediate replacement accordingly shall be made by the agency at the same time at no extracost.
29. Report for duty, at least 15 minutes before their duty time to facilitate proper takeover from the previous shift personnel and be available at their posts right through the duty hours.
30. The service provider shall work in close coordination with the officials working in various rooms/halls/wards etc. including other hospital staff members and modify working schedule if required as per authority convenience. No claims whatsoever on this account shall be entertained.
31. The Service Provider will ensure complete services (24 x 7 x 365) during all weekly, gazetted and national holidays
32. The Service provider will clean all the bird droppings inside the premises of the hospital including roof, shades, terraces (chhajjas), windows, glass panes, parking lot etc.
33. The Service Provider will ensure deep cleaning of as and when required during Sundays/holidays when OPD are closed.

(D) Housekeeping:

1. The cleaning activities are to be undertaken as per the Cleaning schedule (Annexure VII)
2. Service provider shall provide all necessary consumables to carry out the above mentioned services; which must be of good quality, eco-friendly, biodegradable and having standards specifications of international quality.
3. Also standardized modern equipment and appliances shall be applied for mechanized cleaning and any other tools required providing above mentioned services. The cost of machine maintenance shall be borne by the contractor.
4. Clean on a daily basis all rooms (both inside and outside as per the frequencies mentioned in the cleaning schedule), doors, windows, grills, fittings, furniture, corridors, ceiling (high cleaning) and flooring of the entire hospital using suitable cleaning equipment / chemicals.
5. Clean all the telephones; all critical equipment to be dusted under supervision of the user.
6. Clean properly all equipment used and keep them at the designated places. Return any articles or properties found on the premises, to the Security Staff and record the same in Lost and Found Book.

7. There must also be a collaborative approach to cleaning during and after construction or renovation works. Dust and debris must be kept to a minimum to reduce the risk of healthcare associated infection.

8. Disposal of debris of the construction works will be the responsibility of the construction agency but if any leftover are there which is hampering the cleaning; the Service Provider should do the needful.

9. Report any malfunctioning of facilities, installations etc., within the premises of the hospital, as soon as it is noticed.

10. Maintain the premises of the Hospital; carry out regular de-weeding, cutting of shrubs, pruning of plants, watering the garden, weeding of grasses and plants which grown up on building walls and roof etc.,

11. Provision of gardening Services – The service provider shall provide desired gardening services as described in the gardening schedule mentioned in Annexure VII

12. Should ensure sensitization of patients / attendants indiscriminate disposal of food items / wastages within the premises.

13. Should inform the hospital administrator on the quality of cleanliness.

14. Ensure safekeeping of the hospital equipment and materials and the patients/visitors/attendants belongings.

15. All floors to be cleaned using suitable safe Disinfectants twice in the morning and twice in the evening,

16. All the critical areas should be cleaned by Hospital-grade disinfectants as mentioned in Annexure V & VI.

17. All OP & Wards & Corridors should be cleaned of cob webs fortnightly.

18. All doors & windows should be cleaned once in a week.

19. All Sun shades and roofs should be cleaned once in a month on fixed days.

20. Cleaning of the premises daily. Ensure that there is no open air defecation, urine, spitting, etc., and to keep pollution free environment

(E) Sanitation:

1. Regularly check out the toilets and other washing areas for any taps let open.

2. Collect the waste generated in the bins provided by the Hospital for the purpose and transport the same to the BMWM room of the hospital. Maintain the bins cleanly and keep them always covered.

3. Educate their staff on Bio Medical Waste Management practices to ensure collection, storage and disposal of waste is carried out as prescribed according to Biomedical Waste Rules 2016.

4. Should provide necessary help in the segregation of different wastes and in the proper disposal of the same.

5. Clean the drains within the hospital premises regularly and ensure no clogging.

6. Clean and de-silt on a periodic basis the overhead tanks of the hospital.

7. Keep educating the patients, attendants and visitors on good hygiene and sanitation practices and instill the habit in them by regular monitoring and counseling.

8. Carry out regular assistance in fumigation, spraying, transfer of patients etc. should be done.

9. Should clean on a daily basis all bathrooms, toilets, wash area, wash basin, sinks, etc by using suitable cleaning equipment / chemicals. All toilets should be washed with Disinfectants thrice a day and as required whenever necessary depending upon the footfalls.

10. All toilets should be cleaned with Liquid toilet bowl cleaners of reputed brands (such Eco Flush, Harpic, Sani-fresh, etc.) daily and whenever necessary.

11. Branded Multipurpose cleaner (MPC) to be used by the Service Provider like Ultima Set, Harpic etc.

12. Hand Wash of patient friendly quality to be used by the Service Provider of brands like Peral,

Dettol etc.

(F) Adequate Staffing: Adequately staffed sanitation department is one of the most important factors that govern the success of environmental cleaning in a health care organization. Staffing levels must be appropriate to each department of the health care organization, with the ability to increase staffing in the event of any exigency.

Service provider is supposed to perform their own time management studies to determine appropriate staffing levels for cleaning and gardening staff, taking into consideration the following factors:

- Building factors
 - Area of hospital (cleaning and gardening area)
 - Age of the facility—older buildings are harder to clean
 - Surface of cleaning
 - Frequency of cleaning
 - Average working hours of deployed staff including leave and sickness
 - Design of the facility—e.g., amount of walking required to complete a task
 - Season
 - Exposure of facility to outside dust and soil, e.g., construction site
 - Type of floors and walls
- Occupancy factors
 - Occupancy rate and volume of cases
 - Patient mix and type of care in the area (e.g., acute care, long-term care, no of OPDs)
 - Frequency of cleaning required in area (as defined in work schedule)
 - Square meters to be cleaned in patient care areas
 - Square meters to be cleaned in non-patient care areas
 - Admissions/discharges/transfers by unit/area – more rapid turnover requires a shorter turnaround time for rooms and equipment and more frequent discharge/ transfer cleaning.
 - Equipment factors
 - Infection control factors
 - Dedicated staff for toilets (in OPD & IPD)

Minimum manpower deployment indicator:

Minimum manpower deployment indicator:

{Taking example of 100 bedded hospital for unskilled manpower availability ratio per day (24X7) as below:

*Morning Shift (6:00 AM to 2:00 PM) - 1:10 (10 manpower)

*Evening Shift (2:00 PM to 10:00 PM) - 0.6:10 (6 manpower)

*Night Shift (10:00 PM to 6:00 AM) - 0.4:10 (4 manpower)}

*One supervisor required on Unskilled staff upto 15 in number.

*Minimum numbers of unskilled manpower up to 50 bedded hospital should be 10 in number.

*Cleaning & Gardening staff: Unskilled category

*Supervisor: Skilled category

This will also be considered included in ITB: 2.3 Eligibility to bid – Minimum Qualification Criteria

Note: During calculation of manpower, numerical value should be rounded up to the next whole number (next numeric value)

(G) Cleaning of spillage:

- The Service Provider shall clearly define the assignment of responsibilities for cleaning the spill in each area of the healthcare setting during all hours when a biological spill might occur with timely response.
- Removal of stains from health care setting i.e. rust, ink, chewing gums, acid, blood, pan masala etc.
- Removal of discard IV fluids bottle from IV stand and disposal off in Bio Medical Waste collection bins.

The Service Provider would be responsible for supporting the hospitals in ensuring that checkpoints under the Kayakalp initiative are fully complied with in that thematic area, which falls within the purview of deliverables under this contract.

(H) Roles & Responsibilities

1) Roles & Responsibility- Contract Manager of Service Provider:

Contract Manager, with experience of min 5 years in same type of work, shall be employed by the service provider for entire schedule and following are the responsibilities of the Contract Manager:

- i. Responsible for the overall services of entire schedule.
- ii. Act as single contact point between Employer, Hospital Authority and Service Provider.
- iii. Attend and facilitate all coordination meetings organized by employer and prepare agenda accordingly for entire schedule. Coordinate the procurement and ensure timely delivery of all materials/consumables required in entire schedule.
- iv. Cross verification of attendance for all the Staff of entire schedule.
- v. Coordinating all special requirements in case of any important event.
- vi. To create self-awareness in staff under control.
- vii. Report from time to time to seniors for quality maintenance.
- viii. Responsible for prior Police verification of all employees.
- ix. Assure availability of uniform, identity cards and personal protection equipment of each employee of Service Provider.
- x. Monitor and audit quality checks from time to time.
- xi. Hire new employees, warn employees when policies are violated, and terminate employees when necessary.
- xii. Motivate his/her staff and keep their morale high.
- xiii. Overall responsible to ensure the provision of proper uniforms, for the sanitation staff.
- xiv. Offer suggestions to the human resource department of the Service Provider concerning selection recruitment, replacement, duty alterations, up gradation, and soon.
- xv. Organize and supervise on-the-job and off-the-job training of staff.

2) Roles & Responsibility of Supervisor of Service Provider:

Supervisors in adequate number, with experience in same type of work, shall be employed by the service provider so as to ensure presence of one supervisor in each shift (hours) in each hospital and following are the responsibilities of the supervisors:

- i. Responsible for the overall services of the concerned hospital.
- ii. Responsible for overall cleanliness/ maintenance of the Hospital premises.
- iii. Act as an interface between the Client and the facility staff.
- iv. Responsible for daily morning gathering for **10 minutes warm up exercise** and give the general and special instruction to the staff with proper instructions of handing over and taking over.
- v. Coordinate any kind of shifting/ relocations of the hospital staff and the same shall also be reported to the contracting authority
- vi. Responsible for the turnout/ grooming of the entire sanitary staff.
- vii. Decide on the work and staff deployment on a daily basis
- viii. Determine and coordinate all the work schedules for all cleaning and gardening staff
- ix. Coordinate the procurement of all materials required.
- x. Maintain attendance for all the Staff. Coordinating all special requirements in case of any important event.
- xi. Ensuring presence of the staff at their respective stations and the completion/ compliance of the various duties assigned to them.
- xii. To help induce a sense of responsibility, discipline and hygiene in all employees.
- xiii. To create self-awareness in staff under control.
- xiv. Basically the person will be overall Staff Supervisor.
- xv. Report from time to time to seniors for quality maintenance.
- xvi. Monitor and audit quality checks from time to time
- xvii. Should have one smart-phone tablet which can be linked the hospital MIS for online reporting at any point of time.
- xviii. Organize, supervise, and coordinate the work of housekeeping personnel on a day-to-day basis.
- xix. Ensure excellence in housekeeping sanitation, safety, comfort, and aesthetics for patients, staff and visitors.
- xx. Draw up duty rosters for sanitation staff.
- xxi. Assure proper communication within the department by conducting regular meeting with all personnel.
- xxii. Hire new employees, take punitive actions which include counseling, warning and dismissal of employees when policies are violated, and discharge employees when necessary.
- xxiii. Counsel employees on various duties and on work-related issues.
- xxiv. Motivate his/her staff and keep their morale high.
- xxv. Establish standard operating procedures (SOP) for cleaning under guidance of Hospital Administrators and maintain them; and to initiate new procedures to increase the efficiency of sanitation staff and product use.
- xxvi. Ensure the provision of proper uniforms for the sanitation staff.
- xxvii. Ensure observance of hygiene and safety precautions.
- xxviii. Offer suggestions to the human resource department concerning selection recruitment, replacement, duty alterations, up gradation, and soon.
- xxix. Organize and supervise on-the-job and off-the-job training of staff.

3) Roles and Responsibilities of Hospital Cleaning Staff by the Service Provider:

- i. He/she is responsible for keeping the area neat and clean, assigned to him/her.

- ii. He/she will promptly give spotlessly clean urinals and bed pan as and when required by patients.
- iii. He/she will assist in cleaning and disinfection of soiled linen, mattresses, articles etc.
- iv. Any other cleaning related task assigned by nursing staff, Supervisor of Service Provider and other higher officials of hospital.
- v. He/she will not put enema to patient, however he/she may assist nursing staff.
- vi. He/she will not change the bed sheets as it is work of nursing staff / ward boy of hospital.
- vii. He/she will not change IV fluid bottles or give injections as it is work of nursing staff of hospital.
- viii. He/she will not shift the patients as it is work of nursing staff / Ward boy of hospital.
- ix. He/she will not handle the patient file, medical reports etc as it is work of Nursing staff / Ward-boy / peon of hospital.
- x. He/she will not do registration of patient at any location (OPD/IPD/Diag./Lab etc).
- xi. He/she will not give / distribute medicine to patient which is work of hospital pharmacy.
- xii. He/she will be responsible for daily lifting of Bio Medical Waste from the respective areas and also to transport the biomedical waste to the collection shed with proper use of PPE.

2. Other Special Conditions of the Contract

I. The Service Provider shall be liable to pay compensation for any loss and damage caused to the property of the Hospital or its patients by the Service Provider or his workers. The service provider can also empanel with an insurance company that will pay to compensate for the damage; on behalf of service provider.

II. In the event of the Service Provider failing to execute the cleaning work under contract in whole or in part an alternative arrangement will be made by the employer totally at the cost and risk of Service Provider.

III. The Service Provider shall be entirely responsible for the conduct of his staff and in case of any complaint against any staff, Service Provider will be under obligation to take necessary actions when instructed orally or written by the Nodal Officer appointed by either employer or contract signing authority. The Service Provider shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any those laws. The employer or contract signing authority shall not be responsible for any such action with regard to staff on the rolls of the Service Provider whatsoever.

IV. The service provider & his staff shall follow the instructions of the Contract Signing Authority/Employer in force and instructions issued from time-to-time; failing which the employers is They are free to take appropriate action against the Service Provider for violating the same.

V. Any hospital related maintenance issue affecting the performance of cleaning services shall be rectified by the Service Provider taking the prior approval of the contract signing authority and the Service Provider shall be reimbursed for any additional cost incurred through contingency funds under the Chairman, Rogi Kalyan Samiti.

VI. The service provider will issue identity cards to his workers/ supervisors within one month of commencement of the contract. The workers should wear the identity cards during their duty hours.

VII. The service provider will provide the uniform and name badges to all his workers at his own expenses within one month of execution of contract, failing which the same will be provided by the Contract Signing Authority and double charge will be recovered from Service Provider.

VIII. The services provider shall provide the names, address, age and full particulars of the

workers to be deployed at the Hospital for House Keeping and Gardening services well in advances.

IX. The Service Provider shall submit police verification in respect of workers to be deployed to the Contract Signing Authority.

X. Frequent changes in the posting of personnel should not be made so that functioning of Hospitals is not adversely affected. The Hospitals reserves the right to assign duties to any person against absent worker under the contract during this period and expenses related to such deployment shall be deducted from the payments to the contractor. Frequent absenteeism or non-deployment of workers on duty will have compounding penalty in the form offines.

XI. When any worker of the Services Provider precedes on leave the Services Provider immediately replace the worker without any addition of expenses to the Contract Signing Authority

XII. The staff to be provided has to be fully trained to provide services of required standards and in the eventuality of such staff getting changed due to shift job or attrition, then in such circumstances an alternative arrangement with similar skills is to be ensured.

XIII. The Services Provider shall not change any worker without prior consent of the contract signing authority or employer; and all formalities such as police verification certificate, identity cards should be complied with before deploying a new worker.

XIV. The Contract Signing Authority shall have further right to adjust or deduct any of the amounts on account of damages or loss caused to the Hospital due to negligence of duty of contractual staff etc. deployed by the Service Provider from the payment due under this contract and can also be charged against the performance Bank Guarantee.

XV. Service Provider shall not engage any sub-Services Provider or transfer the contract to any person/firm.

XVI. Service Provider shall abide by all laws and regulations and statutory obligations in force from time to time and shall indemnify the Contract Signing Authority/Employer from any claims in this regard.

XVII. All letters posted to Service Provider on the address given by his will be considered to have been delivered in time.

XVIII. GST and other statutory levies as applicable from time to time will be borne by the Service Provider and wherever required (TDS) such deduction will be made from the bills of the Service Provider.

XIX. It is the right of the Contract Signing Authority/Employer to inspect the PF/ESI/GST payment challan etc. or wages distribution chart; anytime during the contract period and it's a mandatory requirement of the service provider to submit proof of challan quarterly with the invoice.

XX. It will be sole responsibility of the Service Provider to observe all Labour laws in force from time to time. The Service Provider shall indemnify the Directorate of Medical & Health Services, Uttar Pradesh from any claims arising out of the work in his scope from the Govt. /Local bodies of any third parties.

XI. Service Provider will be fully responsible for any accident or mishap in involving workers engaged by the Service Provider and any claim made on this part will be paid by the Service Provider. The Service Provider shall indemnify the employer or contract signing authority from any claims arising out of accidents, disabilities of any nature or death or arising out of provisions under law, or any other, nature respect of all workers engaged by the Service Provider.

XII. The Service Provider will be held fully liable for any kind of strike or other disturbance caused by the workers hired by the Service Provider whether on account of nonpayment of wages by the Service Provider or any other cause. The Service Provider will be penalized for any failure, omission or commission on the part of workers hired by them which may result in

disruption of work in the Hospital. If such disruption in work causes losses to the Hospital the Service Provider will be wholly responsible for indemnifying the employer for the losses.

XXIII. It will be the responsibility of the Service Provider to protect his employees engaged in work for occupational hazards such as hospital-acquired infections, injury & various other Diseases. He will have to take the precautionary measures like regular medical checkup, provide protective attire to his workers, vaccination and medical insurance. The service provider has to get all his employees insured properly against these occupational hazards.

XXIV. The Sanitation/ House Keeping Staff as provided by the Service Provider shall always remain employees of the Service Provider for all intents and purposes and the Service Provider alone shall be liable for any dispute which may have any sort of legal repercussions in the court of law. The Employer or the Contract signing authority has no liability for the workers hired / deployed by the service provider. The workers of the Service Provider will have no claims on employment rights with the Employer or contract signing authority at the conclusion / termination of the contract.

XXV. It will be the sole responsibility of the Service Provider to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract:

- **Employment of Children Act.**
- **Workmen compensation Act.**
- **Employment of Labour/ Contract Labour Act.**
- **Industrial Employment Act.**
- **Bonus Act**
- **Contract Labour abolition and regulation Act 1970.**
- **Minimum Wages Act.**
- **Employee Provident Fund Act.**
- **ESI Act**
- Any other Act or Legislation, which may govern the nature of the contract and/ or being issued by Govt. from time to time.

XXVI. The Service Provider shall ensure that the persons so deployed will not carry or take out any items/ property of the Hospital outside the Hospital premises without a proper gate pass signed by the designated Officer/Official.

Commencement of Work

a. The Starting Date for the commencement of Services will be within 15 days after the signing of contract agreement. In case it is found the work has not been taken up within 15 days from the date of signing of the contract, the Director General, Medical & Health Services at its sole discretion may cancel the contract and forfeit the performance security of the respective hospital.

b. The Service Provider is required to post his authorized representative at the site of the work all the time, who shall receive the instructions from the contract signing authority from time to time. All such instructions received by the authorized representative on behalf of the Service Provider shall be deemed to have been received by the Service Provider within the scope of this work order.

Payment Mechanism

Payments Based on Performance

The payment to the service provider shall be subjected to the performance of the services

provided. The reimbursement of the payment is linked to the performance in following way:

The payments shall be linked to the weekly monitoring sheet (Annexure III) which will be filled separately for all four functional risk categories on weekly basis. Thus, there will be total 16 reports for a month to be submitted to the employer after duly signed by the contract signing authority, supervisor or assigned personnel by the service provider and the designated hospital staff (by whom this sheet will be filled). The average cumulative score of each sheet corresponding to each risk area will be calculated at the end of each month (i.e. 4 sheets per risk area per month) and multiplied with the weightage percentage of each risk area which is based on the cleanliness requirement from very high risk area to the low risk area. Finally, an average weighted cumulative score will be calculated for all the areas.

During the calculation of final score value, 100% i.e. sum of the weightage score to be considered from the average cumulative weighted score of Weekly Review Sheet. The final score value shall fall in a particular range of score and based on that particular percentage of full payment will be reimbursed to the provider as following:

Template – Performance Measurement – Payment Reimbursement

Name of the Designated Hospital Staff		Date	
Functional Risk Category	High Risk Area		

S.No.	Elements	Complies Totally	Complies Mostly	Complies Mainly	Complies Partially	Mostly doesn't comply	Doesn't comply at all
	Scale ----- >	5	4	3	2	1	0
1	Entrance / Exit		4				
2	Stairs and Ramp Area	5					
3	Walls & Ceiling				2		
4	Toilets / Urinals / Washbasins			3			
5	Floor& Furniture				2		
6	Dress / I.D. / Hygiene / Health condition of Staff			3			
7	Beds/Trolley/Mattresses						0
8	Fans, Switches, sockets				2		
9	Glass and Mirrors	5					
10	External Areas				2		
11	Patient Equipment		4				
12	Spillage Control in Wards				2		
13	Waste Receptacles / Bins			3			
14	Ducts/Grills/Vents/Pipes			3			
15	Availability of Staff (Supervisor /Sanitary Staff)		4				
16	Staff Behavior		4				
17	Quality of material / consumables				2		
18	Frequency of mechanized cleaning			3			
19	Timely corrective action						0

20	Assistance in Pest Control				2		
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Each area shall be scored done in abovementioned manner. Either the marks or tick marks can be indicated in the boxes. For every week, the total for each area will be calculated. E.g.

Time Period	VHRA (100)	HRA (100)	MRA (100)	LRA (100)
Week 1	90	80	90	75
Week 2	95	85	75	80
Week 3	85	90	75	85
Week 4	95	95	80	75
Sub Total	365	350	320	315
Weightage %	50%	25%	15%	10%
Weighted Score	182.5	87.5	48	31.5
Total Weighted Score (Out of 400)	349.5			
Average Cumulative weighted score (Out of 100)	87.375			

Based on the above scoring the payment to the service provider shall be as follows:

Score (out of 100)	Percentage of Payment to be Reimbursed
0-10	No payment
11-20	20%
21-40	40%
41-60	60%
61-70	80%
71-80	90%
81-100	100%

Note- Hence the Service Provider will be eligible for 100% payment of applicable and approved monthly contract value. This has to be ensured by the contract signing authority before disbursement of the payment.

Monitoring, Evaluation and Reporting

The hospital authority has to maintain a hospital complaint register in case of any problem encountered on daily basis in the services rendered by the service provider. Once reported to the cleaning staff or supervisor or authorized representative of service provider on non compliance of the services, the cleaning staff has to rectify the problem in accordance with the time frame mentioned below.

Risk Category/ Functional Area	Time Frame for Corrective Action
Very High Risk Area	within 15 minutes of reporting of problem to the service provider
High Risk Area	within 15 minutes of reporting of problem to the service provider
Moderate Risk Area	within 30 minutes of reporting of problem to the service provider
Low Risk Area	within 1 hour of reporting of problem to the service provider

The designated hospital staff of respective functional area of the hospital shall fill the **weekly cleaning review sheet** mentioned in Annexure IV by marking the response in a **scale of 0-5** (whether the services are complying to the standards or not) against **twenty key elements/criteria**. The duly filled review sheet shall be signed by assigned hospital staff (by whom sheet will be filled), counter signed by the contract signing authority and the site supervisor or assigned personnel of service provider.

The authorized representative assigned by the employer or contract signing authority shall collect all the reports and notifications to data entry operator and payments shall be reimbursed according to the gross scoring.

An internal audit shall be conducted on random basis during each quarter for all schedules by the authority assigned by the employer. The auditor shall decide the cleanliness based on the same format as Weekly Review Sheet of all Risk. Internal audit report will be compared with the latest available score of Weekly Review Sheet filled by the hospital authority.

If the services are not found satisfactory during Surprise visit by designated authority, a penalty upto limit of 5% of the calculated monthly payment shall be deducted on written adverse report by the Govt. official submitted to Hospital authority.

Administration & payment process (CMS/Nodal person):

- c. Overall responsibility of effective implementation of this activity remains with contract signing authority (Director / SIC / CMS)
- d. Considering significant work load of contract signing authority, she/he may designate a nodal officer who would be responsible to facilitate admin as well as payment related matters.
- e. All the payment should be processed as per terms & conditions of the contract. Formula for making payment based on Service Provider's monthly score should be understood and followed carefully to avoid any audit issues in future.
- f. Contract signing authority should also hear any grievance of service provider and resolve issues amicably to the extent possible.

Escalation Matrix for Grievance Redressal:

- a. At least one Progress Review Meeting should be held every month during the life of the contract, minuted and a record kept along with a copy of the contract in each hospital, where presence of Contract Signing Authority, Nodal Officer, Matron, Hospital Manager of hospital, Contract Manager and Supervisor of Service Provider will be mandatory. Date of meeting should be fixed prior a week with consultation of Service Provider and Hospital Authority. Contract Signing Authority to share the minutes of the Monthly Review Meeting within 7 to 10 days.
- b. All disputes / issues of either party (Contract Signing Authority / Service Provider) should be initially discussed & solved by mutual understanding.
- c. If dispute(s) / issue(s) is / are not resolved within 15 days by mutual understanding, the matter can be escalated to the Director General, Medical & Health Services, Uttar Pradesh.
- d. Still, if the dispute(s) / issue(s) is / are not resolved at the level of Director General, Medical & Health Services, Uttar Pradesh the matter can be escalated to the proposed Adjudicator as per agreement.

Dispute

- In the event of any dispute or difference arising between the parties relating or concerning to interpretation of the contract or any alleged breach thereof or any matter relating to this contract, the same shall be settled by the parties as far as possible by mutual discussions and consultation between themselves, whether the same has arisen during the subsistence of this contract or thereafter.
- In the event of any dispute of differences arising in connection with this contract whether during the subsistence of the contract or there after not being settled in aforesaid manner, an arbitrator shall be appointed by both parties together, whose decision shall be final and binding on both the parties. The proceeding before the arbitrator would be governed by the provision of the ARBITRATION AND CONCILIATION ACT, 1996.
- The Courts of Lucknow shall have exclusive jurisdiction in all matters arising out of this contract.
- No Party shall be allowed to be represented by lawyer during any investigation, enquiry appeal or and other proceeding at the Directorate of General, Medical & Health Services, Uttar Pradesh.

Stamp Duty

Stamp duty leviable on agreement to be executed between the employer and Service Provider shall be borne by the Service Provider.

Termination of the Agreement

After giving opportunity of being heard to the Service Provider, Directorate of Medical & Health Services, Uttar Pradesh may terminate/ cancel the agreement on the following grounds:

- Breach of any or all terms and conditions of agreement.

- Non-performance or unsatisfactory performance of work as defined below:

Score (out of 100)	Percentage of Payment to be Reimbursed	Action based on Performance score
0-10	No payment	Notice and no payment and warning in notice to score more than 60 marks in next month, failure to achieve 60 marks in next month, lead to termination of contract or any other action found fit to be taken by the competent authority
11-20	20%	20% payment, Notice and warning in notice to score more than 60 marks in next month, failure to achieve 60 marks in next month, lead to termination of contract or any other action found fit to be taken by the competent authority
21-40	40%	60% payment deduction, Notice to Service Provider, three such notices lead to termination of contract
41-60	60%	40% payment deduction, Warning letter by Hospital authority to Service Provider to improve performance in low scoring area
61-70	80%	20% payment deduction, Warning letter by Hospital authority to Service Provider to improve performance in low scoring area
71-80	90%	10% payment deduction only
81-100	100%	

□The Director General, Medical & Health Services reserves the right to terminate the contract without assigning any reason by giving a notice of three months. The Service Provider will have to serve a notice of three months, if he wishes to terminate the contract, failing which his performance security would be forfeited.

Renewal of the Contract

Renewal of the services shall be based on the departmental & hospital's review report based on the average score & performance of the Service Provider for entire year.

Annexure – I
General Service Specifications

1. Environment

Element	Specification
Overall Appearance	All areas should be clean, tidy and well-maintained, be free of rust, with no blood or body substances, dust, dirt, debris and spillages and be uncluttered with only appropriate, cleanable, well-maintained furniture, fixtures and fittings used.
	Fire exit and entrance doors are clear and unhindered.
	No inappropriate storage of goods or equipment in rooms and corridors
Odour control	The environment and equipment should be clean and free from offensive odours
	Areas should be adequately ventilated with ventilation units cleaned and serviced Accordingly
	Any deodorisers (wall mounted) should be clean, functional and regularly checked, the use of deodorisers and aerosols should be avoided wherever possible.

2. Patient Equipment – DirectContact

Element	Specification
Commodes, weighing scales, manual handling equipment	Direct contact patient equipment, including all component parts, should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
Medical equipment including intravenous infusion pumps drip stands and pulse Oximeter	Direct contact patient equipment, including all component parts, should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
Patient washbowls	Direct contact patient equipment, including all component parts, should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
	Patient washbowls should be decontaminated appropriately between patients and should be stored clean, dry and inverted.
Bedside oxygen and suction connectors	Direct contact patient equipment, including all component parts should be should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
Patient fans	Direct / Close contact patient equipment, including all component parts should be should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
	Fans not recommended in clinical areas, if used a documented cleaning schedule to include blades must be in place.

3. Patient equipment – Closecontact

Element	Specification
Drugs trolley clean and	Close contact patient equipment, including all component parts should be well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.

4. Building - External and InternalFeatures

Element	Specification
Entrance/Exit	All entrance/exit areas (including fire exits) including all component parts should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
	Entrance matting and mat well if present, should be clean and in good repair. Internal signage should be clean, updated, well maintained and laminated to enable cleaning.
Stairs (internal and external)	Stairs, steps and lifts, internal and external, including all component parts, should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
	External stairs and steps where appropriate should be salted during the winter months.
External areas	All external areas including grounds, gardens, footpaths, ramps and car parks should be clean and well-maintained.
	Waste bins should be clean, in good repair, covered as appropriate
	All signage should be clean, updated, well maintained and laminated to enable cleaning and should be secured accordingly with due regard for surfaces.

5. Fixed Assets

Element	Specification
Switches, sockets and data points	All wall fixtures such as switches, sockets or data points should be clean with no blood or body substances, rust, dust, dirt, debris and spillages.
Walls	All wall surfaces (including skirting) should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
Ceiling	All ceiling surfaces/tiles should be clean and well-maintained with no blood or body substances, dust, dirt, debris and spillages.
All doors	Doors including all component parts should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
All internal glass and glazing, including Partitions	All internal glass should be clean and well-maintained with no blood or body substances, dust, dirt, debris and spillages.
All external glass and Glazing	All external glass should be clean and well-maintained with no blood or body substances, dust, dirt, debris and spillages.
Mirrors	All mirrors should clean and well-maintained with no blood or body substances, dust, dirt, debris and spillages.
Bedside patient TV	TV's/radio's and controls, including all component parts should be clean with no blood or body substances, rust, dust, dirt, debris and spillages
Ventilation grilles extract and inlets	Ventilation units, including all component parts, should be clean with no blood or body substances, rust, dust, dirt, debris and spillages.

6. Hard Floors

Element	Specification
Floor – polished	The complete floor should be clean and well-maintained with no blood or body substances, dust, dirt, debris and spillages.
Floor – non slip	The complete floor should be clean and well-maintained with no blood or body substances, dust, dirt, debris and spillages.

7. Fixtures - Electrical Fixtures and Appliances

Element	Specification
Electrical items e.g. overhead lights.	Electrical items, including all component parts should be should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.

8. Furnishings, fixtures and fittings

Element	Specifications
Chairs	All surfaces should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
Beds / Trolleys / Mattresses	All surfaces should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
Lockers/wardrobes/ Drawers	All surfaces should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
Tables / Bed tables	All surfaces should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
All dispensers and Holders	<p>Dispensers, holders, wall brackets including all component parts should be clean and well-maintained with no blood or body substances, dust, dirt, debris and Spillages</p> <p>Dispensers should be free of product build-up around the nozzle.</p> <p>Containers should be replaced when empty; containers that facilitate topping-up should not be used, to avoid splashes on surfaces splash-backs should be provided.</p>
Waste receptacles & Bins	<p>The waste receptacle including all component parts should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.</p> <p>Bins should be emptied as appropriate, with fresh polythene bags fitted in. Bags should be removed and labelled/tagged when no more than $\frac{3}{4}$ full and stored appropriately in a secure location.</p>

Curtains (window and cubicle) and blinds	Curtains, blinds, and associated fittings and attachments should be clean and well-maintained, with no blood or body substances, rust, dust, dirt, debris and spillages.
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9. Kitchen fixtures and appliances

Element	Specification
Fridge and/or freezer	The fridge and/or freezer should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
Kitchen cupboards	Kitchen cupboards and shelving, including all component parts should be clean and well-maintained, with no blood or body substances, rust, dust, dirt, debris and spillages.

10. Toilets, sinks, hand-wash basins and bathroom fixtures

Element	Specification
Bathroom/Wash Hand Basins.	Bathroom and Wash Hand Basins should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
	All bathroom fittings including component parts, and all associated fittings, e.g. tiles, taps, dispensers, toilet brushes etc. should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages, and polished.
Toilets / Urinals / Bidets / Slop Hoppers / Sluices etc.	Toilets, slop hoppers, bidets, urinals etc. should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
	All bathroom fittings including component parts, and all associated fittings, e.g. tiles, taps, dispensers, toilet brushes etc. should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages, and polished Accordingly.
Sanitary accommodation & Sanitary ware-overall Appearance	All sanitary accommodation and sanitary ware should be clean and well- maintained with no blood or body substances, rust, dust, dirt, debris and spillages.

11. Administrative Areas

Computers /Telephones / Office Equipment	Telephones, computers, fax machines and associated office equipment, including all component parts should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.
Dirty Utility / Sluice Room	Dirty utility and sluice rooms including all sanitary ware should be clean and well-maintained with no blood or body substances, rust, dust, dirt, debris and spillages.

Annexure - II Services Specific Specifications

1. Building

Element	Requirement
External features	Fire-exits and stairwells, landings, ramps, stairwells, fire exits, steps, entrances, porches, patios, balconies, eaves, external light fittings are: free of dust, grit, dirt, chewing gum, leaves, cobwebs, rubbish, graffiti, cigarette butts and bird excreta
	Handrails are clean and free of stains
	Garden furniture is clean and operational
	Cleaning flood water drains and water pipes
	Proper cleaning of roof top of entire building within the campus of the hospital
	Keep stray animals away from the hospital and removal of any dead animal body from the hospital campus.
	Cleaning of choked drains and main hole lines connected to main drains and sewer lines.
	Keep check on all kind of mosquitoes and pests
Walls, skirting and ceilings	Internal and external walls and ceilings are free of dust, grit, lint, soil, film, graffiti and cobwebs.
	Walls and ceilings are free of marks caused by furniture, equipment or hospital users
	Light switches are free of fingerprints, scuffs and any other marks
	Light fittings are free of dust, grit, lint and cobwebs
	Polished surfaces are of a uniform luster
Windows	External and internal surfaces of glass are clear of all streaks, chewing gum, spots and marks, including fingerprints and smudges
	Window frames, tracks and ledges are clear and free of dust, grit, marks and spots
Doors	Internal and external doors and doorframes are free of dust, grit, lint, chewing gum, soil, film, fingerprints and cobwebs
	Doors and doorframes are free of marks caused by furniture, equipment or staff
	Air vents, grilles and other ventilation outlets are kept unblocked and free of dust, grit, soil, film, cobwebs, scuffs and any other marks
	Door tracks and door jambs are free of grit and other debris
	Polished surfaces are of a uniform luster
Hard floors	Free of dust, grit, litter, chewing gum, marks and spots,
	Water or other liquids
	The floor is free of polish or other build-up at the edges and corners, or in traffic lanes
	The floor is free of spots, scuffs or scratches on traffic lanes, around furniture and at pivot points
	Inaccessible areas (edges, corners and around furniture) are free of dust, grit, lint and spots
	Polished or buffed floors are of a uniform luster
	Appropriate signage and precautions are taken regarding pedestrian safety on newly cleaned or wet floors
	Dust control mats are free from ingrained dust, dirt, stains, and the edges and reverse side are free from dust and dirt
Ducts, grilles and vents	All ventilation outlets are kept unblocked and free of dust, grit, chewing gum, soil, film, cobwebs, scuffs and any other marks
	All ventilation units are kept clear and uncluttered following cleaning

2. Fixtures

Element	Requirement
Electrical fixtures	Are free of grease, dirt, dust, deposits, marks, stains and cobwebs
	Electrical fixtures and appliances are kept free from signs of use or non-use

Element	Requirement
and appliances	Hygiene Standards are satisfied where the fixture or appliance is used in food preparation
	Motor vents, etc., are clean and free of dust and lint.
	Drinking fountains are clean and free of stains, mineral build-up and litter
	Insect-killing devices are free of dead insects, and are clean and functional
	Free of spots, soil, film, dust, fingerprints and spillage Soft furnishings are free from stains, soil, film and dust Furniture legs, wheels and castors are free from mop strings, soil, film, dust and cobwebs
Furnishings and Fixtures	Inaccessible areas (edges, corners, folds and crevices) are free of dust, grit, lint and spots
	All high surfaces are free from dust and cobwebs.
	Curtains, blinds and drapes are free from stains, dust, cobwebs, lint and signs of use or non-use, cords shall be clean and knot free
	Equipment is free of tapes/plastic, etc., which may compromise cleaning
	Furniture has no unpleasant or distasteful odour
	Shelves, bench tops, cupboards and wardrobes/lockers are clean inside and out and free of dust, litter
	Internal plants are free of dust and litter
	Waste/rubbish bins or containers are clean inside and out, free of stains and mechanically intact
	Fire extinguishers and fire alarms are free of dust, grit, dirt and cobwebs, and mechanically intact
All decorative plants are free of dust and debris	
Kitchen Fixtures and Appliances	Free of grease, dirt, dust, deposits, marks, stains and cobwebs
	Electrical and cooking fixtures and appliances are kept free from signs of use or non-use
	Motor vents, etc., are clean and free of dust and lint
	Refrigerators/freezers are clean and free of ice build-up
Toilets and Bathroom	Porcelain, cubicle rails and plastic surfaces are free from smudges, smears, body fluids, soap build-up and mineral deposits
	Metal surfaces and mirrors are free from streaks, soil, smudges, soap build-up and oxide deposits
	Wall tiles and wall fixtures (including soap dispensers and towel holders) are free of dust, grit, smudges/streaks, mould, soap build-up and mineral deposits
	Shower curtains and bath mats are free from stains, smudges, smears, odours, mould and body fluids
	Plumbing fixtures are free of smudges, dust, soap build-up and mineral deposits
	Bathroom fixtures are free from unpleasant or distasteful odour with polished surfaces of a uniform luster
	Sanitary disposal units are clean and functional
	Provision of wall mounted liquid soap near wash basins in all toilets/bathrooms
Sweeping and cleaning of service ducts and all drainage pipes including those of toilets	

3. Patient Equipment

Element	Requirement
Patient Equipment	Equipment is free from soil, smudges, dust, fingerprints, grease and spillages
	Equipment is free of tapes/plastic, etc., which may compromise cleaning
	Equipment legs, wheels and castors are free from mop strings, soil, film, dust and cobwebs
	Equipment has no unpleasant or unpleasant odour

4. Environment

Element	Requirement
Overall Appearance	The area appears tidy and uncluttered
	Floor space is clear, only occupied by furniture and fittings designed to sit on the floor
	Furniture is maintained in a fashion which allows for cleaning
	Fire access and exit doors are left clear and unhindered
Odour Control	The area smells fresh
	There is no unpleasant or distasteful odour
	Room deodorizers are clean and functional

Annexure - III
Weekly Cleaning Review Sheet

Name of the Designated Hospital Staff		Date	
Functional Risk Category		Very High Risk Area	

S.No.	Elements	Complies Totally	Complies Mostly	Complies Mainly	Complies Partially	Mostly doesn't comply	Doesn't comply at all
Scale	----->	5	4	3	2	1	0
1	Entrance / Exit						
2	Stairs and Ramp Area						
3	Walls & Ceiling						
4	Toilets / Urinals / Washbasins						
5	Floor& Furniture						
6	Dress / I.D. / Hygiene / Healthcondition of Staff						
7	Beds/Trolley/Mattresses						
8	Fans, Switches, sockets						
9	Glass and Mirrors						
10	External Areas						
11	Patient Equipment						
12	Assistance in Fumigation						
13	Waste Receptacles / Bins						
14	Ducts/Grills/Vents/Pipes						
15	Availability of Staff (Supervisor /Sanitary Staff)						
16	Staff Behavior						
17	Quantity & Quality of material /consumables						
18	Frequency of mechanized cleaning						
19	Timely corrective action						
20	Assistance in Pest Control						

Date

Signature
Contract Signing Authority

Signature
Designated Hospital Staff

Signature
Supervisor / Authorized Personnel of Service Provider

Weekly Cleaning Review Sheet

Name of the Designated Hospital Staff		Date	
Functional Risk Category		High Risk Area	

S.No.	Elements	Complies Totally	Complies Mostly	Complies Mainly	Complies Partially	Mostly doesn't comply	Doesn't comply at all
	Scale----->	5	4	3	2	1	0
1	Entrance / Exit						
2	Stairs and Ramp Area						
3	Walls & Ceiling						
4	Toilets / Urinals / Washbasins						
5	Floor& Furniture						
6	Dress / I.D. / Hygiene / Health condition of Staff						
7	Beds/Trolley/Mattresses						
8	Fans, Switches, sockets						
9	Glass and Mirrors						
10	External Areas						
11	Patient Equipment						
12	Spillage Control in Wards						
13	Waste Receptacles / Bins						
14	Ducts/Grills/Vents/Pipes						
15	Availability of Staff (Supervisor / Sanitary Staff)						
16	Staff Behavior						
17	Quantity & Quality of material / consumables						
18	Frequency of mechanized cleaning						
19	Timely corrective action						
20	Assistance in Pest Control						

Date

Signature
Contract Signing Authority

Signature
Designated Hospital Staff

Signature
Supervisor/ Authorized Personnel of Service Provider

Weekly Cleaning Review Sheet

Name of the Designated Hospital Staff		Date	
Functional Risk Category		Moderate Risk Area	

S.No.	Elements	Complies Totally	Complies Mostly	Complies Mainly	Complies Partially	Mostly doesn't comply	Doesn't comply at all
Scale----->		5	4	3	2	1	0
1	Entrance / Exit						
2	Stairs and Ramp Area						
3	Walls & Ceiling						
4	Toilets / Urinals / Washbasins						
5	Floor& Furniture						
6	Dress / I.D. / Hygiene / Health condition of Staff						
7	Beds/Trolley/Mattresses						
8	Fans, Switches, sockets						
9	Glass and Mirrors						
10	External Areas						
11	Patient Equipment						
12	Computer/Telephones/Office Equipments						
13	Waste Receptacles / Bins						
14	Ducts/Grills/Vents/Pipes						
15	Maintenance of Garden / Potted Plants						
16	Availability of Staff (Supervisor / Sanitary Staff / Gardener)						
17	Quantity & Quality of material / consumables						
18	Frequency of mechanized cleaning						
19	Timely corrective action						
20	Assistance in Pest Control						

Date

Signature
Contract Signing Authority

Signature
Designated Hospital Staff

Signature
Supervisor / Authorized Personnel of Service Provider

Weekly Cleaning Review Sheet

Name of the Designated Hospital Staff		Date	
Functional Risk Category		Low Risk Area	

S.No.	Elements	Complies Totally	Complies Mostly	Complies Mainly	Complies Partially	Mostly doesn't comply	Doesn't comply at all
Scale----->		5	4	3	2	1	0
1	Entrance / Exit						
2	Stairs and Ramp Area						
3	Walls & Ceiling						
4	Toilets / Urinals / Washbasins						
5	Floor& Furniture						
6	Dress / I.D. / Hygiene / Health condition of Staff						
7	Beds/Trolley/Mattresses						
8	Fans, Switches, sockets						
9	Glass and Mirrors						
10	External Areas						
11	Patient Equipment						
12	Computer/Telephones/Office Equipments						
13	Waste Receptacles / Bins						
14	Ducts/Grills/Vents/Pipes						
15	Maintenance of Garden / Potted plants						
16	Availability of Staff (Supervisor / Sanitary Staff / Gardener)						
17	Quantity & Quality of material / consumables						
18	Frequency of mechanized cleaning						
19	Timely corrective action						
20	Assistance in Pest Control						

Date

Signature
Contract Signing Authority

Signature
Designated Hospital Staff

Signature
Supervisor / Authorized Personnel of Service Provider

Annexure – IV

Template – Performance Measurement – Payment Reimbursement

Name of the Designated Hospital Staff		Date	
Functional Risk Category	High Risk Area		

S.No.	Elements	Complies Totally	Complies Mostly	Complies Mainly	Complies Partially	Mostly doesn't comply	Doesn't comply at all
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3	Walls & Ceiling				2		
4	Toilets / Urinals / Washbasins			3			
5	Floor& Furniture				2		
6	Dress / I.D. / Hygiene / Health condition of Staff			3			
7	Beds/Trolley/Mattresses						0
8	Fans, Switches, sockets				2		
9	Glass and Mirrors	5					
10	External Areas				2		
11	Patient Equipment		4				
12	Spillage Control in Wards				2		
13	Waste Receptacles / Bins			3			
14	Ducts/Grills/Vents/Pipes			3			
15	Availability of Staff (Supervisor /Sanitary Staff)		4				
16	Staff Behavior		4				
17	Quality of material / consumables				2		
18	Frequency of mechanized cleaning			3			
19	Timely corrective action						0
20	Assistance in Pest Control				2		

Each area shall be scored done in above mentioned manner. Either the marks or tick marks can be indicated in the boxes. For every week, the total for each area will be calculated. E.g.

Time Period	VHRA (100)	HRA (100)	MRA (100)	LRA (100)
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Sub Total	365	350	320	315
Weightage %	50%	25%	15%	10%
Weighted Score	182.5	87.5	48	31.5
Total Weighted Score (Out of 400)	349.5			
Average Cumulative weighted score (Out of 100)	87.375			

Based on the final scoring, monthly payment shall be released as following:

Score (out of 100)	Percentage of Payment to be Reimbursed
0-10	No payment
11-20	20%
21-40	40%
41-60	60%
61-70	80%
71-80	90%
81-100	100%

Annexure – V

Indicative Equipment, Tools, and Consumables Required for Mechanized Cleaning and Gardening

S.No	Name of Equipment for Mechanized Cleaning	21	Hard stain and grease cleaner
1	Vaccum Cleaners Wet and Dry	22	Bamboo Stick for Hard Broom
2	Floor cleaning and polishing cum Floor scrubbing machine	23	Mop Wet & Dry
3	Window glass cleaning kit	24	Tall Brush
4	High pressure Jet cleaner	25	Garbage Bag (Black for general waste)
5	Three bucket system device	26	Table Duster
6	Lawn Mover (if garden available)	27	Feather Brush
7	Caddy Basket		
8	Blue(dry waste) & Green(wet waste) (one set) Dustbins (40 Ltr.) in each ward		
S.No	Cleaning Tools & Consumables : The below mentioned is the indicative quantity of Cleaning tools and consumables to be used by the service provider in a 100 beded hospital (Quantity will proportionately change for hospitals above 100) . The per unit cost mentioned in the list is as per market survey and is only for the purpose of evaluation and for imposing penalties (amount to be deducted from total invoice) on the Service provider in case of non supply of the materials. (List Annexed)	28	Face Mask
1	Wheel barrow for Garbage (open and close both)	29	Room Freshener
2	Telescopic Rod - adjustable uptoatleast 30 Ft for Cob WebCleaning with cob web brush	30	Toilet Bowl Cleaner (such as Eco Flush, Harpic, Domex, Commodore, Sani-fresh, etc.)
3	Wiper Heavy Duty	31	Detergent Powder
4	Dust Control Set	32	<i>Alcohols (60-90% ethyl orisopropyl alcohol)as mentioned in table below</i>
5	Bucket	33	<i>Chlorine</i>
6	Mug	34	<i>Sodium hypochlorite ('bleach')</i>
7	Spray Bottle	35	<i>Calcium hypochlorite</i>
8	Plastic Dust Pan	36	Phenolics
9	Safety Goggle	37	Quaternary Ammonium Compounds ("QUATs")
10	Odour remover cake	38	Iodophors
11	Urinal Cubes	39	Hydrogen Peroxides
12	Rubber Gloves	S.No	Gardening Tools & Consumables

13	Naphthalene Ball	1	Lawn Mower
14	Plastic Juna	2	Hand Trowel and Hand Shovel
15	Broom Stick	3	Gardening Scissors
16	Broom Phool	4	Insecticides & Pesticides
17	Floor Duster	5	Manure
18	Table Duster	6	Watering pipes
19	Hand scrubber		
20	Toilet Brush		

The below mentioned is the indicative quantity of Cleaning tools and consumables to be used by the service provider in a 100 bedded hospital (Quantity will proportionately change for hospitals above 100). The per unit cost mentioned in the list is as per market survey and is only for the purpose of evaluation and for imposing penalties (amount to be deducted from total invoice) on the Service provider in case of non-supply of the materials

Sr. No.	Cleaning Tools & Consumables	Pkt/Nos	Rate	Quantity		Amount
				Monthly	Annually	Annually
1	Wheel barrow for Garbage (open and close both)	Nos	5500		2	11000
2	Telescopic Rod - adjustable upto at least 30 Ft for Cob Web Cleaning with cob web brush		2576		1	2576
3	Wiper Heavy Duty	Nos	104	5	60	6240
4	Dust Control Set	Nos	250	4	48	12000
5	Bucket	Nos	95	2	24	2280
6	Mug	Nos	17	2	24	408
7	Spray Bottle	Nos	40	5	60	2400
8	Plastic Dust Pan	Nos	25	5	60	1500
9	Safety Goggle	Nos	25	5	60	1500
10	Odour Remover Cake	Pkt	30	20	240	7200
11	Urinal Cubes	Pkt	90	2	24	2160
12	Runner Gloves	Nos	30	20	240	7200
13	Naphtholin ball	Pkt	15	10	120	1800
14	Plastic Juna	Pcs	5	12	144	720
15	Broom Stick	Nos	80	80	960	76800
16	Broom Phool	Nos	35	15	180	6300
17	Floor Duster	Nos	15	50	600	9000
18	Table Duster	Nos	10	24	288	2880
19	Hand Scrubber	Nos	24	1	12	288
20	Toilet Brush	Pcs	30	3	36	1080
21	Hard stain and grease cleaner	Pcs	165	1	12	1980
22	Bamboo Stick for Hard Broom	Nos	180	3	36	6480
23	Mop wet and dry	Nos	170	4	48	8160
24	Tall brush	Nos	177	1	12	2124
25	Garbage Bag (Black for general waste)	Kg	95	20	240	22800
26	Feather Brush	Nos	40	1	12	480
27	Face Mask	Pkt	2	100	1200	2400
28	Room Freshner	Nos	75	3	36	2700
29	Harpic Toilet Bowl Cleaner (such as Eco Flush, Harpic, Domex, Commodore, Sani-fresh, etc.)	Ltr	65	10	120	7800
30	Detergent Powder	Kg	22	10	120	2640
31	Alcohols (60-90% ethyl or isopropyl alcohol) as mentioned in table below	Ltr				0

32	Chlorine	Kg	20	12	114	2280
33	Sodium hypochlorite ('bleach')	Ltr	26	20	240	6240
34	Calcium hypochlorite	KG	135	1	12	1620
35	Phenolics	Ltr	30	100	1200	36000
36	Quaternary Ammonium Compounds ("QUATs")	Ltr	950	1	12	11400
37	Iodophors	Ltr	130	1	12	1560
38	Hydrogen Peroxides	Ltr	1350	1	12	16200
39	Dustbin-Green & Blue 40 Ltr	Pcs	880		20	17600
41	Cady Basket	Pcs	250		2	500
42	Gardening Tools & Consumables					
43	Lawn Mower	Pcs	3600		1	3600
44	Hand Trowel and Hand Shovel	Pcs	500		1	500
45	Gardening Scissors	Pcs	700		1	700
46	Insecticides & Pesticides	KG	600	1	12	7200
47	Manure	KG	500	1	12	6000
48	Watering pipes	Mtr	32		60	1920
Total in Rs.						326216

Use of Hospital-grade Disinfectants and Sporicides

Process Option	Uses/Comments
<i>Alcohols (70-95%)</i>	* External surfaces of some equipment (e.g., stethoscopes)
	* Noncritical equipment used for home health care
	* Disinfection is achieved after 10 minutes of contact.
	* Observe fire code restrictions for storage of alcohol.
<i>Chlorines (e.g., sodium hypochlorite or bleach)</i>	* Hydrotherapy tanks, exterior surfaces of dialysis equipment, cardiopulmonary training mannequin, environmental surfaces (use 0.1% for surface cleaning and soaking of items)
	* Noncritical equipment used for home health care
	* Blood spills (use 0.05% sodium hypochlorite for a minor blood spill and 0.5% for a major blood spill)
<i>Phenolics</i>	* Floors, walls and furnishings
	* Hard surfaces and equipment that do not touch mucous membranes (e.g., IV poles, wheelchairs, beds, call bells)
	* DO NOT use phenolics in nurseries
<i>Quaternary ammonium compounds (QUATs)</i>	* Floors, walls and furnishings
	* Blood spills prior to disinfection
<i>Iodophors (Non-antiseptic formulations)</i>	* Hydrotherapy tanks
	* Thermometers
	* Hard surfaces and equipment that do not touch mucous membranes (e.g., IV poles, wheelchairs, beds, call bells)
	* DO NOT use antiseptic iodophors as hard surface disinfectants
<i>Hydrogen peroxide enhanced action formulation (HP- EAF) 0.5% (7% solution diluted 1:16)</i>	* Isolation room surfaces
	* Clinic and procedure room surfaces
	* Low-level disinfection is achieved after 5 minutes of contact at 20°C
	* Monitoring not required, however test kits are available from the manufacturer
<i>Hydrogen peroxide enhanced action formulation (HP- EAF) 4.5%</i>	* Disinfection of toilet bowls, sinks, basins and commodes in washrooms of C.difficile patients
	* Following cleaning, sterility is achieved with a 4.5% solution after 10 minutes of contact.
	* Do not use on medical devices or equipment or as a general environmental surface cleaner or disinfectant.
<i>Hydrogen peroxide 3% (Non-antiseptic formulations)</i>	* Noncritical equipment used for home health care
	* Floors, walls, furnishings
	* Disinfection is achieved with a 3% solution after 30 minutes of contact.

Service provider should have in its possession the above mentioned indicative equipment, tools and consumables required for Mechanized Cleaning & Gardening and hospital authority shall provide space to store them.

Annexure –VI

General principles while using a hospital disinfectant

Hospital-grade disinfectants as mentioned below:

- Alcohols
- 60-90% ethyl or isopropylalcohol
- Chlorine
- Sodium hypochlorite (bleach)
- Calciumhypochlorite
- Phenolics
- Quaternary Ammonium Compounds(QUATs)
- Iodophors
- HydrogenPeroxides
- ICDD125

General principles while using a hospital disinfectant:

- It is most important that an item or surface be free from visible soil and other items that might interfere with the action of the disinfectant, such as adhesive products, before a disinfectant is applied, or the disinfectant will not work.
- A hospital-grade disinfectant may be used for equipment that only touches intact skin.
- It is important that the disinfectant be used according to the manufacturer's instructions for dilution and contact time.
- Minimize the contamination levels of the disinfectant solution and equipment used for cleaning. This can be achieved by ensuring proper dilution of the disinfectant, frequently changing the disinfectant solution and by not dipping a soiled cloth into the disinfectant solution (i.e., no double-dipping).
- Personal protective equipment must be worn appropriate to the product(s) used.
- There should be a quality monitoring system in place to ensure the efficacy of the disinfectant over time (e.g., frequent testing of product).

Annexure – VII Cleaning Schedule

All functional areas in the hospital have been assigned one of four risk areas based on below mentioned criteria:

- The risk of infection to patients.
- Occupational health and safety risk to staff and visitors
- Aesthetics e.g. reception areas, grounds
- Value for money

The risk category shall determine cleaning frequencies as mentioned below under the cleaning schedule:

Category	Status	Functional Areas included
1	Very High Risk	ICU/CCU/NICU/PICU/ICCU
		Special Baby Care Unit
		Operating Theatres/Endoscopy/Labour room
		Renal Dialysis Unit
		High risk patient Wards or Area
		Immuno-Compromised patient Wards or Area
		Special needs areas
2	High Risk	CSSD
		Emergency
		Isolation Rooms
		Wards - Maternity & Surgical
3	Moderate Risk	Wards - All other ward types
		Day Activity Area (non-invasive)
		Catering Facilities (includes all kitchens)
		Rehabilitation Area
		General Pharmacy
		Laboratories, including Pathology
		Mortuary
		Radiology & Medical Imaging
		OPD, including Treatment Rooms & Clinical ConsultRooms
		Public thoroughfares
		Physiotherapy
		Occupational Therapy
		Main Stairwells
4	Low Risk	Administrative areas
		Non-sterile supply areas
		Record storage and archives
		Engineering workshops
		External surrounds
		Central Stores
		Library
		Meeting Rooms
Staff Change facilities		

Category	Status	Functional Areas included
		External surrounds
		Central Stores
		Library
		Meeting Rooms
		Staff Change facilities

Each sanitation worker will be required to perform his duty in the assigned work area with following minimum frequency of cleaning* against each element's Service Standards and Requirements mentioned in Annexure 'I' and 'II'.

S.No.	Element	Very HighRisk	High Risk	ModerateRisk	Low Risk
1	Overall Appearance	n/a	n/a	n/a	n/a
2	Odour Control	n/a	n/a	n/a	n/a
3	Commodes, Weighing scales, manual Handling Equipment	Clean contactpoints eachuse, 1 fullcleandaily &Betweenpatient use	Clean contactpoints eachuse, 1 fullclean daily &betweenpatient use	Clean contact points eachuse, 1 fullclean daily & Betweenpatient use	n/a
4	Medical Equipment Including Intravenous Infusionpumps, dripstands and PulseOximeters	1 full cleandaily and Betweenpatient use	1 full clean daily and Between patient use	1 full cleandaily and Between patient use	n/a
5	Patient Washbowls	1 full cleandaily and Betweenpatient use	1 full cleandaily and Betweenpatient use	1 full cleandaily andBetweenpatient use	n/a
6	Bedside oxygen andSuction connectors	1 full clean daily and Between patient use	1 full clean daily and Between patient use	1 full clean dailyand Between patient use	n/a
7	Patient Fans	1 full clean daily and Between patient use	1 full clean daily and Between patient use	1 full clean dailyand Between patient use	n/a
8	Drug trolley	1 full clean weekly	1 full clean weekly	1 full clean weekly	n/a
9	Entrance /Exit	4 full cleans daily, dust control as required, 1machine clean weekly	4 full cleans daily, dust controlas required, 1machine clean weekly	2 full cleans daily, dust control as required, 1machine clean weekly	n/a
10	Stairs (internal and external)	2 full cleans daily, dust control as required, 1 machine clean weekly	2 full cleans daily, dust control as required, 1 machine clean weekly	2 full cleans daily, dust controlas required, 1machine clean weekly	n/a
11	External areas	3 full clean daily	3 full clean daily	1 full clean daily	n/a
12	Switches, sockets and data points	1 full clean Daily	1 full clean daily	1 full clean Daily	1 full clean Daily

13	Walls	1 Full clean daily and check clean as Required	Check clean daily and 1 full clean weekly	Check clean daily and 1 full clean Weekly	Check clean daily and 1 full clean Weekly
14	Ceiling	1 Full clean weekly	1 Full clean weekly	1 Full clean weekly	Wash every third year or replace as required
15	All doors	2 full clean daily and check clean as required	2 full clean daily and check clean as required	1 full clean daily and check clean as required	1 full clean weekly
16	All internal glass and Glazing	1 full clean daily	Check clean daily and 1 full clean weekly	Check clean daily and 1 full clean weekly	1 full clean weekly
17	All external Glazing	1 full clean Yearly	1 full clean Yearly	1 full clean Yearly	1 full clean Yearly
18	Mirrors	1 full clean daily and check clean 21 as Required	1 full clean daily and check clean as required	1 full clean daily and check clean as required	1 full clean daily and check clean as required
19	Ventilation grilles, extracts and inlets	1 full clean weekly	1 full clean weekly	1 full clean weekly	1 full clean Weekly
20	Floor -Polished	5 full cleans daily, dust control as required, machine clean weekly	5 full cleans daily, 1 check clean daily dust control as required, machine clean weekly	1 full clean daily, 1 dust Control daily, machine clean monthly	1 full clean weekly, 1 check clean daily, Machine Clean Quarterly
21	Floor - Non-Slip	5 full cleans daily, dust control as required, machine clean weekly	5 full cleans daily, 1 check clean daily dust control as required, machine clean weekly	1 full clean daily, machine clean monthly	1 full clean weekly, 1 check clean daily, Machine Clean Quarterly
22	Electrical items, e.g. Overhead Lights	1 check clean daily and 1 full clean monthly	1 check clean daily and 1 full clean monthly	1 check clean daily and 1 full clean monthly	1 check clean weekly and 1 full clean monthly
23	Chairs	1 full clean and 1 check clean daily	1 full clean and 1 check clean daily	1 full clean daily	1 full clean weekly
24	Beds/Trolleys /Mattresses	Bedframe, including all Component parts daily, Mattresses weekly and on discharge, total full clean on Discharge	Bedframe, including all Component parts daily, Mattresses weekly and on discharge, total full clean on Discharge	Bedframe, including all Component parts daily, Mattresses weekly and on discharge, total full clean on Discharge	n/a
25	Lockers/Ward robes/Drawers	1 full clean daily and 1 check clean Daily	1 full clean daily	1 check clean daily and 1 full clean weekly	n/a

26	Tables / BedTables	1 full clean daily and 1 check clean Daily	1 full clean daily	1 check clean daily and 1 full clean weekly	n/a
27	All dispensers / holders	1 full clean daily and daily as required	1 full clean daily and daily as required	1 full clean daily and daily as required	1 full clean daily and daily as Required
28	Waste receptacles/ bins	1 full clean daily and 1 check clean daily and 1 deep clean weekly	1 full clean daily and 1 check clean daily and 1 deep clean weekly	1 full clean daily and 1 deep clean Weekly	1 full clean weekly and deep clean monthly
29	Kitchen Cupboards	n/a	n/a	1 full clean monthly	n/a
30	Wash Hand Basins	Daily check system in operation to include 3 full cleans and 2 check cleans	Daily check system in operation to include 3 full cleans and 2 check cleans	Daily check system in operation to include 3 full cleans and 2 check cleans	Daily check system in operation to include 3 full cleans and 2 check cleans
31	Toilets / Urinals / Bidet	Daily check system in operation to include 4 full cleans and 2 check cleans	Daily check system in operation to include 4 full cleans and 2 check cleans	Daily check system in operation to include 3 full cleans and 2 check cleans	Daily check system in operation to include 3 full cleans and 2 check cleans
32	Computers / Telephones / Office Equipment	1 full clean daily	1 full clean daily	1 full clean daily	1 full clean weekly
33	Dirty Utility / Sluice Room	1 full clean and 1 check clean daily	1 full clean and 1 check clean daily	1 full clean daily	1 full clean daily

¹⁹ Apart from the cleaning schedule mentioned above, cleaning services should be provided by the service provider as and when needed or as directed by the Hospital Authorities from time to time.

²⁰ Full Clean - is where all aspects of the element are fully cleaned on each occasion in accordance with a documented specification

²¹ Check Clean - is where the cleaning operative makes an observational check of all aspects of the element and where they observe aspects of the element that are not up to the required standard they clean those aspects only. The outcome is the same as a full clean, i.e. the element in its entirety is cleaned to the required standard

Gardening Schedule

The Gardening & maintenance of lawns services to be performed in the premises of District Hospital as per detail given below:

S.no.	Specifications	Gardening Frequency
1	Cutting & cleaning of jungles / unwanted Grasses / Shrubs/Weeds including harmful plants like Parthenium etc. of the entire uncovered land within the hospital complex. All weeds from buildings i.e roofs and walls are to be removed by Service Provider	Monthly
2	Trimming & de-weeding is to be done in the entire area covered with grass. All trees, plants and hedges are to be properly maintained throughout the year.	Fortnightly
3	Maintenance of potted plants which are purchased by the Hospital..	Maintenance to be done on fortnightly basis
4	Maintenance of the garden/area/space specified by the appropriate authorities; with seasonal flowers, Herbal and Decorative plants.	Daily

Annexure-VIII

Preparation of Chlorine Solution

1. Preparation of Chlorine solution using Hypochlorite Solution

Concentration of commercially available hypochlorite solution	Required chlorine Concentration	To prepare 1000 ml	
		Solution in ml	Add water in ml
5%	2%	400	600
	1%	200	800
	0.50%	100	900
10%	0.50%	50	950
	1%	100	900
	2%	200	800

2. Preparation Chlorine Solution using Bleaching powderSolution

PREPARATION OF DILUTE SOLUTIONS OF BLEACHING POWDER			
Strength of SBP (stable bleaching powder)	Volume of water	Desired concentration	Bleaching powder in grams per litre
20%	1 litre	0.50%	25
		1%	50
		2%	100
		5%	250
		10%	500
25%	1 Litre	0.50%	20
		1%	40
		2%	80
		5%	200
		10%	400
30%	1 Litre	0.50%	17
		1%	33
		2%	67
		5%	167
		10%	333

Note: Bleach solution becomes unstable rapidly, hence it needs to be freshly prepared daily or changed on becoming dirty/turbid. Chlorine bleach can be corrosive. Protect metal instruments by thoroughly rinsing them with water after soaking for 10 minutes.

Annexure – IX

Priced Activity Schedule

Note: Financial bid format mentioned here is only for illustration and not supposed to fill financial bid in technical document. This format is also available at financial bid and bidders have to quote the price in financial bid only. Filling or attaching filled financial bid with technical document will lead to cancellation / rejection of the bid.

Schedule	Name of the Hospital	Total Approximate Hospital Cleaning Area (Sq. Mt.)	Total Approximate Gardening Area(Sq. Mt.)	Unit Rate for Cleaning per Sq. Mt. /month of the Cleaning Area (INR) excluding GST	Unit Rate for Gardening per Sq. Mt. / month of the Gardening Area (INR) excluding GST	Total Cleaning and Gardening Bid Price per month of the Cleaning & Gardening Area
A	B	C	D	E	F	G = [(CxE)+(DxF)]
I	District Hospital Barabanki	13235	2500			
	District Women Hospital Barabanki	3865	100			
	MCH Wing, Barabanki	6500	100			
	Combined Hospital GauspurBarabanki	2000	100			
	District Hospital Sultanpur	11658	450			
	District Women Hospital Sultanpur	3776	100			
	MCH Wing, Sultanpur	6500	100			
	Combined Hospital, JaisinghpurChatrapatiSahujiMaharaj Nagar	1200	100			
	District Hospital Raibareilly	30110	1220			
	District Women Hospital Raibareilly	4218	200			
	MCH Wing, Raibareilly	6500	100			
	District Hospital Unnao	12144	670			
	District Women Hospital Unnao	25337	800			
	Total of Schedule-9					

Don't fill
here

The cleaning and gardening area mentioned in the price activity schedule is an indicative data for the purpose of submission of the financial bid and its evaluation. However, the actual area shall be determined between the contract signing authority and the successful bidder in writing for the purpose of execution of the contract. The total contract price shall be based on actual hospital facility area (excluding residential area and wild area) and gardening area and bid price per square meter area submitted by the successful bidder in price activity schedule.

Deviations/variations in cleaning & gardening areas may arise in approximate areas mentioned in the Table-1. Actual cleaning & gardening area should be decided during signing of the contract.

Declaration: We agree to deliver above mentioned services in accordance with the General Conditions of Contract and Description of Services (ToR/Scope of work) given in the Bidding Document for the prices of Rs. (in words)

..... as described above up to the period specified in the Bidding Document.

Place:

Name:

Date:

Business Address:

Signature of Bidder/Service Provider with seal

PRICES ARE TO BE FILLED ONLY IN THE BOQ FORMAT (IN XLS)DOWNLOADED WITH THE BID DOCUMENT IN READABLE CONDITION, ELSEBIDDER MAY BE TREATED AS NON-RESPONSIVE; THE SAME SHALL BE UPLOADED WITH THEIR BID ON THE E-PROCUREMENT PORTAL i.e.www.etender.up.nic.in