

# National Competitive Bidding

REQUEST FOR PROPOSAL (RFP)

For

Out Sourcing of Mechanized Laundry Services in 44 Government District Hospitals with their attached 7 MCH (100 Bedded) Wings of Uttar Pradesh

Part I: Instructions to Bidders

Issue Date: 21-05-2020

Bid Reference. No.: UPMSCL/SR/Mechanized Laundry/198

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

(A Government of Uttar Pradesh Undertaking) SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, Lucknow - 226010Website: <u>http://www.upmsc.in</u>, <u>https://etender.up.nic.in</u>, Email: <u>equipment@upmsc.in</u>, 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: <u>http://www.upmsc.in</u>, <u>https://etender.up.nic.in</u>

#### INVITATION FOR BID

#### For

#### OUT SOURCING OF MECHANIZED LAUNDRY SERVICES IN 44 GOVERNMENT DISTRICT HOSPITALS WITH THEIR ATTACHED 7 MCH (100 BEDDED) WINGS OF UTTAR PRADESH

S.N	Activity	Date and Time
1.	RFP No.	UPMSCL/ Laundry Cleaning/198
2.	Commencement of Downloading of Tender Document	22/05/2020 From 10:00AM from the website of <u>www.etender.up.nic.in</u>
3.	Date of Pre bid meeting	29/05/2020 at 2:30 PM in the conference hall of UPMSCL, Lucknow
4.	Last Date and Submission of online Bids	11/06/2020 upto 3:00 PM
5.	Date, Time and Place of Opening of Technical Bids	11/06/2020 at 4:00 PM on the website of <u>www.etender.up.nic.in</u>
6.	Date of Completion of Examination of Technical Bid	To be declared on w <u>ww.upmsc.in</u> and www.etender.up.nic.in
7.	Date and Time of opening of financial bid	To be declared on w <u>ww.upmsc.in</u> and www.etender.up.nic.in
8.	Date of Completion of Examination of Financial Bid	To be declared on w <u>ww.upmsc.in</u> and www.etender.up.nic.in
9.	Validity of Bid	180 days
10.	Bid Security	As mentioned in Table-1 of Bidding Data Sheet (BDS)
11.	ADDRESS FOR COMMUNCATION	Uttar Pradesh Medical Supplies Corporation Ltd., SUDA Bhawan, 7/23, Sector-7, Gomti Nagar Extension, 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: 37678597091
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: SUDABuilding,7/23Sec-7,GomtiNagarExtension,Lucknow-226010 Email Id.: <u>equipment@upmsc.in</u>Website: <u>www.upmsc.in</u>, www.etender.up.nic.in Contact No.:0522-2838102

Tender No. UPMSCL/Laundry Cleaning/198

Date-21/05/2020

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 Laundry Services in 44 Government District Hospitals with their attached 7 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/Mechanized Laundry / RFP / 2020/
2.	Commencement of Downloading of Tender Document	22/05/2020 From 10:00AM from the website of www.etender.up.nic.in
3.	Date of Pre bid meeting	29/05/2020 at 2:30 PM in the conference hall of UPMSCL, Lucknow
4.	Last Date and Submission of online Bids	11/06/2020 upto 3:00 PM
5.	Date, Time and Place of Opening of Technical Bids	11/06/2020 at 4:00 PM on the website of <u>www.etender.up.nic.in</u>
6.	Date of Completion of Examination of Technical Bid	To be declared on w <u>ww.upmsc.in</u> and www.etender.up.nic.in
7.	Date and Time of opening of financial bid	To be declared on w <u>ww.upmsc.in</u> and www.etender.up.nic.in
8.	Date of Completion of Examination of Financial Bid	To be declared on w <u>ww.upmsc.in</u> 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: - <u>www.etender.up.nic.in.</u> Kindly read the tender notice before applying.

Note:- Tender form can be downloaded online from the website of <u>www.etender.up.nic.in</u> 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:-<u>www.etender.up.nic.in</u>.

> Managing Director UPMSCL

#### Request for Proposal (RFP) for Out Sourcing of Mechanized Laundry Services in 44 Government District Hospitals with their attached 7 MCH (100 Bedded) Wings of Uttar Pradesh.

National Competitive Bidding (NCB)

Date of issue: 21/05/2020

#### No: UPMSCL /Laundry Cleaning/198

- 1. The Govt. of Uttar Pradesh invites e bid for performance based Outsourcing of Mechanized Laundry Services as per given schedule (Government District Hospitals) from eligible Bidder.
- 2. Managing Director, UPMSCL ("the Tender Inviting Authority") now invites ebids for selection of Service Provider for Out Sourcing of Mechanized Laundry Services in 44 Government District Hospitals with their attached 7 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 another 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 44 Government District Hospitals with their attached 7 MCH (100 Bedded) Wings of Uttar Pradesh.
- 6. The Bidder can bid for one and more than one schedule. In any case, the Bidder has to submit separate Bid security for each schedule as following:

S. No.	Schedule No.	Name of the Hospital	No of Beds	Category	Bid security (INR)	Turnover (INR)
1		SBD District Hospital (Male) Saharanpur	320	С		
2		District Hospital (Female) Saharanpur & MCH Wing Saharanpur	220	В		
3		District Hospital (Male), Meerut	309	С		
4		District Hospital (Female) Meerut & MCH Wing Meerut	216	В	188000	18237000
5		District Hospital (Female) MuzaffarNagar & MCH Wing MuzaffarNagar	200	В		
6	1	M.M.G. Chikitsalaya, Ghaziabad (Dist hosp, Male, Ghaziabad)	166	В		
7		District Hospital (Male) Bareilly	350	С		
8		District Hospital (Male) Moradabad	260	В	164000	15854000
9		District Hospital (Male) Rampur	180	В	104000	13654000

District Hospital (Male) Badaun

2

10

<u> Table – 1</u>

234

В

11		Pt. Deen Dayal Upadhyay Joint Hospital Aligarh	220	В		
		Dr. B.R. Ambedkar Combined Hospital (Male)				
12		Etawah	254	В	-	
13	-	District Hospital (Male), Agra	128	A	114000	10060000
14		District Hospital (Female) Agra & MCH Wing Agra	268	В	114000	10960000
15		District Hospital (Male) Mainpuri	100	А		
16	3	Vrindavan Hospital Mathura	110	А		
17		UHM Hospital Kanpur Nagar	465	D		
18		A.H.M. Mahila Chikitsalaya, Kanpur Nagar	185	В		
19		District Hospital (Female) Unnao	82	A		
20		District Hospital (Combined) Kannauj	105	Α	159000	16402000
21		District Hospital (Male) Hamirpur	70	Α		
22		District Hospital (Male) Banda	160	В		
23	4	District Hospital (Male) Jhansi	220	В		
		Veerangana Jhalkari Bai Mahila Chikitsalaya,				
24		Lucknow	100	A	-	
25		Veerangna Avanti Bai Hospital Lucknow	226	В	-	
26		Dr Shyama Prasad Mukherji Hospital Lucknow	471	D	256000	25017000
27		Balrampur Hospital Lucknow	756	D	230000	23017000
		Lokbandhu Raj Narayan Sanyukt Chikitsalaya,	200			
28	_	Lucknow	300	B	-	
29	5	Rani Laxmi Bai Sanyukt Chikitsalaya, Lucknow	110	A		
30		District Hospital (Male) Faizabad	220	В	-	
31	-	Shri Ram Chikitsalaya, Ayodhya, Faizabad	106	A	-	
32	-	District Hospital (Male) Gonda	214	В	-	
33		Mahatama Jyotibha Phule Hospital (Combined) Ambedkar Nagar	200	В	157000	15128000
34		District Hospital (Male) Sultanpur	226	B	-	
54		District Hospitals (Female) Raebareilly & MCH	220			
35		Wing Raebareilly	221	В		
36		District Hospital (Combined) Jaunpur	189	В		
37		TB Sapru Hospital Allahabad	199	В		
		District Hospital (Female) Allahabad & MCH Wing			157000	15242000
38	-	Allahabad	242	В	157000	15242000
39		Pt Deen Dayal Upadhyaya Hospital Varanasi	250	В	-	
40	7	S.S.P.G. Chikitsalaya, Varanasi	316	С		
41		District Hospital (Male) Gorakhpur	305	C		
42		District Hospital (Combined) Kushinagar	130	Α	446000	
43		District Hospital (Male), Azamgarh	212	В	116000	11101000
		District Hospital (Female) Azamgarh & MCH Wing	224			
44	8	Azamgarh	224	В		

- 7. If the bidder quotes for more than one schedule, the qualifying annual turnover as well as Bid Security will be summed up accordingly for all the participating Schedules and Bid Security should be submitted separately for each Schedule.
- 8. 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. Nonattendance 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.
- 9. 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, bidders will be liable for disqualification.
- 10. 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.
- 11. 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.
- 12. 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 bed cost per month quoted by the bidder in the Price Schedule. 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.
- **13.** 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. The contract with lowest evaluated responsive bidder of the schedule will be signed by the In- charge of each hospital (s) SIC/ Director / CMS. In case of increase of bed strength on annual basis, the ceiling contract value will be increased accordingly with the approval of DG, Medical & Health Services, Uttar Pradesh. The actual monthly payment released to the service provider, will be based on actual bed strength of the respective hospital, verified & approved by the Director / SIC / CMS of the respective hospital. The payment of Service Provider shall be done by the Director / SIC / CMS of the respective hospital.

- 14. 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:
  - The bidder company should be registered firm/company incorporated under Company Act 1956 or any other body registered under the relevant Act.
  - The bidder must be registered under appropriate authorities i.e. must be registered with GST/Service tax authorities/Income tax/EPF/ESI authorities/PSARA/PAN etc;
  - Must not have been under any declaration of ineligibility by any authority. A declaration to the effect should be furnished;
  - A consistent history of litigation or arbitration awards against the applicant may result in disqualification;
  - Joint Venture is not allowed.
  - The bidder Company/ Contractor (in case of Proprietary firm) should have character Certificate issued by District Magistrate/ competent Authority on or after 1<sup>st</sup>January 2019.
  - 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.

#### **Financial Capability:**

- a. Qualify average annual financial turnover during the last three as specified in IFB Table-1 of the last 3 (Three) financial years (2016-17, 2017-18& 2018-19).
- b. The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be INR 5 Lacs per Schedule and a Solvency Certificate from the bank will be required. If a bidder is bidding for more than one schedule the minimum amount of liquid assets would be summed up accordingly and submitted as mentioned above. Bids would be considered Non Responsive if the Solvency Certificate from bank is not submitted in ORIGINAL.

#### Past Experience:

- (a) Bidder should have minimum experience of 5 years in the field of Mechanized Laundry Services and should provide an experience certificate for mechanized laundry services from any institutions / organizations/ hospitals.
- (b) The bidder must have successfully executed/completed similar services (Mechanized Laundry services rendered at Govt. Institution/Pvt. Institutions), over the last three years (2016-17, 2017-18& 2018-19):
  - i. Three similar completed services costing not less than the amount equal to 40% (Forty per cent) of the required turnover for the participating schedules; or
  - ii. Two similar completed services costing not less than the amount equal to 50% (Fifty per cent) of the required turnover for the participating schedules; or
  - iii. One similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the required turnover for the participating schedules.
- (c) Bidder should have atleast 1 year of experience of working in Laundry (Mechanized) in Govt. Medical College / Govt. District Hospitals but not below district level public hospitals. (attach relevant document i.e Experience Certificate / Contract Copy.)
- (d) Service Provider shall have laundry equipment's like (Washing Machine, Hydroextractor, Drying Tumbler, Steam Press, Steam Generator, Dry Linen Trolly, Wet Linen Trolly, Folding Table, Racks, Calendaring Machine, Dosing Pump or Dispensing of Consumables,) for carrying out the mechanized laundry. The successful bidder shall have to make all these equipment physically available and installed in the hospital 15 days before the commencement of work and these should always remain in working condition during the period of contract. The minimum numbers of equipment's required per hospital is according to bed strength of hospital mentioned in the BDS.

# \*<u>Mechanized laundry means use of machines like Washing machine, Hydro</u> <u>Extractor, Drying Tumbler etc.</u>

- 15. The amount of Bid Security shall be, as mentioned in table-1 of Bid Data Sheet.
- 16. The Managing Director, UPMSCL 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, GoUP shall be the "Implementing Authority" and is also referred to as "Authority". The implementing contracts shall be signed by the Director/SIC/CMO/CMS of the Health Care Facilities.
- 17. The contract will be signed by In- charge of each hospital (s) Director / SIC / CMS of the respective hospitals 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.

- 18. Submission of Bid Security shall be mandatory unless exempted (NSIC / MSME).
- 19. The Bidders may at their **own cost** are requested to **visit the various district hospital's laundry area before quoting their prices** in the bid to assess the work load.
- 20. 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 <a href="https://etender.up.nic.in">https://etender.up.nic.in</a>
- 21. 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.
- 22. 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).
- 23. MD UPMSCL, 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.
- 24. No physical bids will be accepted. However, the bidders shall be required to submit Bid Security & cost of the bid document on or before of last date and time of bid opening.
- 25.MD UPMSCL, reserves the right to reject anyone or all bids without assigning any reason thereof.

Managing Director UPMSCL

#### TABLE CONTENTS

BID DATA SHEET	13
DISCLAIMER	16
1 RFP Background Information	19
1.1BackgroundInformation	
2INSTRUCTIONSTOBIDDERS	
2.1 General Terms of Bidding	
2.2 Scope of Work	
*	
2.3 Eligibility to bid - Minimum Qualification Criteria	
2.4 Number of Bids and costs thereof	
2.5 Site Visit & Verification of information	
2.6Acknowledgement by Bidder	
2.7Right to accept or reject any or all bids [Ref2.22]	
2.8 Contents of the RFP	
2.9 Preparation and Submission of Bids	
2.10 Preparation and Submission of Proposals	
2.11 Bid Security	
2.12 Sealing and Signing of Proposal	
2.13 Late Proposals	
2.14 Modifications/Substitution/Withdrawal of Proposals	31
2.15 Clarifications and Pre-Bid Conference	31
2.16 Amendment of RFP	32
2.17 Proposal Validity period	32
2.18 Extension of Proposal Validity period	
2.19 Right to Accept or Reject Proposal	
2.20 Confidentiality	
2.21 Acceptance of Letter of Intent (LOI) and Execution of Agreement	
2.22 Performance Security	
2.23 Return of the Proposal and Bid Security	34
3 EVALUATION PROCESS	
3.1 Opening of Proposals	
3.2 Evaluation of Qualification	
3.3 Evaluation of Financial Bid	
<ul><li>3.4 Clarifications for the Purpose of Evaluation</li></ul>	37
3.6 Tie Bidders	
4 FRAUD AND CORRUPT PRACTICES	
5 PRE-BID CONFERENCE	
6 MISCELLANEOUS	
7 APPENDICES	
FORMAT 1 COVERING LETTER FOR PROPOSAL SUBMISSION	41
FORMAT 2 POWER OF ATTORNEY FOR SIGNING OF PROPOSAL	46
FORMAT 3 AFFIDAVIT	
FORMAT 4 ANTI-COLLUSION CERTIFICATE	
FORMAT 5 PROJECT UNDERTAKING	
FORMAT 6 INFORMATION REGARDING BIDDER FORMAT 7 FINANCIAL CAPABILITY OF THE BIDDER	
FORMAT 7 FINANCIAL CAPABILITY OF THE BIDDER FORMAT 8 FINANCIAL BID- In Sealed Separate Cover	
FORMAT 9 COMPLIANCE MATRIX	
FORMAT 10 TECHNICAL PROPOSAL FORM	
FORMAT 11 FORMAT FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT	
FORMAT 12 FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY	57

# **Bidding Data Sheet**

1.       Tender Inviting Authority- Herein after referred to as Authority       Managing Director, UPMSCL         2.       Title of RFP       Out Sourcing of Mechanized Laundry Government District Hospitals with th MCH (100 Bedded) Wings of Uttar Pradesh         3.       Contact person for clarification       General Manager, Equipment- Procu UBMSCL (A Court of Uttar Pradesh	neir attached 7 adesh 1rement,
Authority       Out Sourcing of Mechanized Laundry         Government District Hospitals with th         MCH (100 Bedded) Wings of Uttar Prational         3.       Contact person for clarification	neir attached 7 adesh 1rement,
2.       Title of RFP       Out Sourcing of Mechanized Laundry Government District Hospitals with th MCH (100 Bedded) Wings of Uttar Pra         3.       Contact person for clarification       General Manager, Equipment- Proce	neir attached 7 adesh 1rement,
Government District Hospitals with th MCH (100 Bedded) Wings of Uttar Pra           3.         Contact person for clarification	neir attached 7 adesh 1rement,
3. Contact person for clarification General Manager, Equipment- Procu	arement,
	Undertaking)
UPMSCL (A Govt. of Uttar Pradesh SUDA Bhawan, 7/23,Sector-7, Gomt	
Extension, Lucknow- 226010	i i tugui
Website: http://www.upmsc.in/,	
https://etender.up.nic.in	
Email: equipment@upmsc.in, Tel. no	0.0522-2060098
4. Correspondence Address General Manager, Equipment- Procu	
UPMSCL (A Govt. of Uttar Pradesh SUDA Bhawan, 7/23,Sector-7, Gomt	
Extension, Lucknow- 226010	IINagai
Website: http://www.upmsc.in/,	
https://etender.up.nic.in	
Email: equipment@upmsc.in,Tel. no.	
5. Pre Bid meeting date and Dated 29/05/2020 at 14:30 Hrs. at th	e office of
venue UPMSCL	
6. Last date for submission of Up to 15:00 Hrs dated 11/06/2020	
online Bids	
7. Address for Proposal MD, UPMSCL (A Govt. of Uttar Prace	
Submission Undertaking) SUDA Bhawan, 7/23,	
Gomti Nagar Extension, Lucknow - 2 Website: http://www.upmsc.in/,	226010
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 "Pro-	posal Due
Date".	
9. Bid Security / Earnest Money EMD *ref table 1 below	
Deposit Amount Payable	

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 <u>www.etender.up.nic.in</u>	16:00 Hrs. on 11/06/2020 at Office of The MD, UPMSCL
14.	Announcement of Technically Qualified Bidders	Technically qualified bidders shall be intimated after evaluation by email &/ through website <u>www.etnder.up.nic.in</u>
15.	Date, Time & Venue for the opening of Financial Bid	Shall be intimated after Technical evaluation
16.	Agreement Period	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. The Service Provider shall have to renew the Performance Security appropriately in case of renewal of the contract every year as per contract value. In case the service provider does not intend to renew the Contract they need to notify six months in advance failing which their Performance Security shall be forfeited.

#### EMD & Turnover Table - 1

S. No.	Schedule No.	Name of the Hospital	No of Beds	Category	Bid security (INR)	Turnover (INR)
1		SBD District Hospital (Male) Saharanpur	320	С		
		District Hospital (Female) Saharanpur & MCH				
2		Wing Saharanpur	220	В		
3	-	District Hospital (Male), Meerut	309	С		
		District Hospital (Female) Meerut & MCH Wing	216	В	188000	18237000
4		Meerut District Hospital (Female) MuzaffarNagar & MCH	216	D		
5		Wing MuzaffarNagar	200	В		
		M.M.G. Chikitsalaya, Ghaziabad (Dist hosp, Male,				
6	1	Ghaziabad)	166	В		
7		District Hospital (Male) Bareilly	350	С		
8		District Hospital (Male) Moradabad	260	В		
9		District Hospital (Male) Rampur	180	В	164000	15854000
10		District Hospital (Male) Badaun	234	В		
11	2	Pt. Deen Dayal Upadhyay Joint Hospital Aligarh	220	В		
		Dr. B.R. Ambedkar Combined Hospital (Male)				
12	-	Etawah	254	В		
13	-	District Hospital (Male), Agra	128	А	114000	10960000
14		District Hospital (Female) Agra & MCH Wing Agra	268	В	114000	10900000
15		District Hospital (Male) Mainpuri	100	А		
16	3	Vrindavan Hospital Mathura	110	А		
17		UHM Hospital Kanpur Nagar	465	D		
18		A.H.M. Mahila Chikitsalaya, Kanpur Nagar	185	В		
19		District Hospital (Female) Unnao	82	А		
20		District Hospital (Combined) Kannauj	105	А	159000	16402000
21		District Hospital (Male) Hamirpur	70	А		
22		District Hospital (Male) Banda	160	В		
23	4	District Hospital (Male) Jhansi	220	В		
		Veerangana Jhalkari Bai Mahila Chikitsalaya,				
24		Lucknow	100	A		
25		Veerangna Avanti Bai Hospital Lucknow	226	В		
26	-	Dr Shyama Prasad Mukherji Hospital Lucknow	471	D	256000	25017000
27		Balrampur Hospital Lucknow	756	D		
20		Lokbandhu Raj Narayan Sanyukt Chikitsalaya,	200	D		
28		Lucknow	300	B		
29	5	Rani Laxmi Bai Sanyukt Chikitsalaya, Lucknow	110	A		
30		District Hospital (Male) Faizabad	220	B	157000	15120000
31		Shri Ram Chikitsalaya, Ayodhya, Faizabad	106	A	157000	15128000
32		District Hospital (Male) Gonda	214	В		

33		Mahatama Jyotibha Phule Hospital (Combined) Ambedkar Nagar	200	В		
34		District Hospital (Male) Sultanpur	226	В		
35		District Hospitals (Female) Raebareilly & MCH Wing Raebareilly	221	В		
36		District Hospital (Combined) Jaunpur	189	В		
37		TB Sapru Hospital Allahabad	199	В		
38		District Hospital (Female) Allahabad & MCH Wing Allahabad	242	В	157000	15242000
39		Pt Deen Dayal Upadhyaya Hospital Varanasi	250	В		
40	7	S.S.P.G. Chikitsalaya, Varanasi	316	С		
41		District Hospital (Male) Gorakhpur	305	С		
42		District Hospital (Combined) Kushinagar	130	А		
43		District Hospital (Male), Azamgarh	212	В	116000	11101000
44	8	District Hospital (Female) Azamgarh & MCH Wing Azamgarh	224	В		

#### 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 UPMSCL (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 Laundry Services to the district hospitals. Laundry work in district hospitals of Uttar Pradesh is performed by regular Dhobi staff or budget 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 laundry 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 that to continue these activities, NHM shall be the funding agency and Directorate of Medical and Health Services, Uttar Pradesh shall be the Implementing Authority. Hence it was suggested to outsource the Mechanized Laundry Services in 44 Government District Hospitals with their attached 7 MCH (100 Bedded) Wings of Uttar Pradesh on PPP model.

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

#### This RFP consists of THREE Parts as listed below:

- i) Interested parties may download the RFP document from website <u>www.etender.up.nic.in</u> and will submit a non-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.

#### 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 laundry 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

- The bidder company should be registered firm/company incorporated under Company Act 1956 or any other body registered under the relevant Act.
- The bidder must be registered under appropriate authorities i.e. must be registered with GST/Service tax authorities/Income tax/EPF/ESI authorities/PSARA/PAN etc;
- Must not have been under any declaration of ineligibility by any authority. A declaration to the effect should be furnished;
- A consistent history of litigation or arbitration awards against the applicant may result in disqualification;
- Joint Venture is not allowed.
- The bidder Company/ Contractor (in case of Proprietary firm) should have character Certificate issued by District Magistrate/ competent Authority on or after 1<sup>st</sup>January 2019.
- 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.

## Financial Capability:

- a. Qualify average annual financial turnover during the last three as specified in IFB Table-1 of the last 3 (Three) financial years (2016-17, 2017-18& 2018-19).
- b. The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be INR 5 Lacs per Schedule and a Solvency Certificate from the bank will be required. If a bidder is bidding for more than one schedule the minimum amount of liquid assets would be summed up accordingly and submitted as mentioned above. Bids would be considered Non Responsive if the Solvency Certificate from bank is not submitted in ORIGINAL.

## Past Experience:

(a) Bidder should have minimum experience of 5 years in the field of Mechanized Laundry Services and should provide an experience certificate for mechanized laundry services from any institutions / organizations/ hospitals.

- (b) The bidder must have successfully executed/completed similar services (Mechanized Laundry services rendered at Govt. Institution/Pvt. Institutions), over the last three years (2016-17, 2017-18& 2018-19):
  - i. Three similar completed services costing not less than the amount equal to 40% (Forty per cent) of the required turnover for the participating schedules; or
  - ii. Two similar completed services costing not less than the amount equal to 50% (Fifty per cent) of the required turnover for the participating schedules; or
  - iii. One similar completed service costing not less than the amount equal to 80% (Eighty per cent) of the required turnover for the participating schedules.
- (c) Bidder should have atleast 1 year of experience of working in Laundry (Mechanized) in Govt. Medical College / Govt. District Hospitals but not below district level public hospitals. (attach relevant document i.e Experience Certificate / Contract Copy.)

#### **Other Conditions**

- I. If the bidder quotes for more than one schedule, the qualifying annual turnover as well as Bid Security will be summed up accordingly for all the participating Schedules and Bid Security should be submitted separately for each Schedule.
- II. Income Tax Returns of last 3 financial years [2016-17, 2017-18, 2018-19] and the Balance sheet inclusive of Profit and Loss account for the last 3 years [2016-17, 2017-18, 2018-19] and qualifying annual turnover in any one year as mentioned in the IFB. (In case, the bidder quotes for more than one schedule, the qualifying annual turnover will be summed up.)
- III. Service Provider shall have laundry equipment's like (Washing Machine, Hydroextractor, Drying Tumbler, Steam Press, Steam Generator, Dry Linen Trolly, Wet Linen Trolly, Folding Table, Racks, Calendaring Machine, Dosing Pump or Dispensing of Consumables,) for carrying out the mechanized laundry. The successful bidder shall have to make all these equipment physically available and installed in the hospital 15 days after the signing of the contract and these should always remain in working condition during the period of contract. The minimum numbers of equipment's required per hospital is according to bed strength of hospital i.e

Need of set of equipment which cater the linen upto 150 beds (Category – A)						
Particulars	Capacity	No.				
Washing Machine	30 Kg	1				
Hydro Extractor	15 Kg	1				
Drying Tumbler	30 Kg	1				
Steam Press	Medium Size	2				
Steam Generator	9 KW	1				
Dry Linen Trolley	200 Ltr	4				
Wet Linen Trolley	200 Ltr	4				
Folding Table		2				
Racks		4				

Need of set of equipment which cater the linen between 151-300 beds (Category – B)					
Particulars	Capacity	No.			
Washing Machine	60 Kg	1			
Hydro Extractor	30 Kg	1			
Drying Tumbler	60 Kg	1			
Steam Press	Medium Size	3			
Steam Generator	18 KW	1			
Dry Linen Trolley	200 Ltr	8			
Wet Linen Trolley	200 Ltr	8			
Folding Table		3			
Racks		8			

Need of set of equipment which cater the linen between 301-450 beds (Category – C)			
Particulars	Capacity	No.	
Washing Machine	60 Kg + 30 Kg	1	
Hydro Extractor	30 Kg + 15 Kg	1	
Drying Tumbler	60 Kg + 30 Kg	1	
Steam Press	Medium Size	4	
Steam Generator	18 KW	1	
Dry Linen Trolley	200 Ltr	12	
Wet Linen Trolley	200 Ltr	12	
Folding Table		4	
Racks		12	
Calendaring Machine		1	

Need of set of equipment which cater the linen between 450-600 beds (Category – D)			
Particulars	Capacity	No.	
Washing Machine	60 Kg + 60 Kg	1	
Hydro Extractor	30 Kg + 30 Kg	1	

60 Kg + 60 Kg

Medium Size

18 KW

200 Ltr

200 Ltr

1

4

2 15

15

4

Calendaring Machine			daring Machine	04.1.1	1
	Need of set of equipme	(Category – E)	e linen above 6	JI beas	
	Particulars	Capa	acity	No.	
	Washing Machine	60 Kg + 60 K	g + 30 Kg	1	
	Hydro Extractor	30 Kg + 30 K	g + 15 Kg	1	
	Drying Tumbler	60 Kg + 60 K	g + 30 Kg	1	
	Steam Press	Medium Size	2	5	
	Steam Generator Dry Linen Trolley			3	
				20	
Wet Linen Trolley		200 Ltr		20	
	Folding Table			5	
	Racks			20	
	Calendaring Machine			1	

Drying Tumbler

Steam Generator

Dry Linen Trolley

Wet Linen Trolley

Folding Table

Steam Press

IV. 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, either individually or as member of Joint Venture (JV). The bidder or each JV member, 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/JV Member which has been punished for any offence or the Director/President/Chairperson/Trustee 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 or each member of JV, as the case may be, shall have to submit a notarized affidavit to this effect 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.

V. A Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager.

VI. The Bidders shall enclose its Proposal, complete with its Formats, all the relevant documents to support information provided in Proposal.

VII. 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.

VIII. The bidder (s) should provide 'No Conviction Certificate', as per format 3. 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.

Any Entity which has been punished for any offence and/or the Director/President/Chairperson/Trustee of the that entity is convicted for any offence and/or against whom any criminal cases is/are pending before competent court, shall not be eligible to submit the proposal. The Bidder shall have to submit an affidavit to this effect as per Format 3 as part of the Qualification Proposal.

Notwithstanding anything to the contrary contained herein, in the event that the Proposal Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall provide provisional information and certification corresponding for such financial year for the purposes of its Proposal and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year. For the avoidance of doubt, Financial Year shall, for the purposes of this bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

#### 2.4 Number of Bids and costs thereof

The bidder can quote for more than one 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 2.9 & 2.10 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 to Clause 2.9 & 2.10 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 Service Provider;

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).

Also hard copy of technical bid should be submitted as per the schedule mentioned in NIT.

# 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 misguiding 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 FORMAT6.
- 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 on a per bed per day basis. 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 district hospital.

# Qualification/Technical Bid

A bidder bidding for one or more than one district 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.	Page	Part of	Clause	Text	Clarification sought
No.	No.	RFP	No.	provided	with justification, if
				in RFP	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 inforce 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 Laundry service provider shall take necessary steps so as to ensure execution of the Agreement (Contract Signing) between the Mechanized Laundry 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 favor 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. 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.

**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 Clause2.3

I) 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-Determinimg 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 cost per bed per day

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.

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 bed cost per month quoted by the bidder in the Price Schedule. 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.

## 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 4herein 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 may be.

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 Laundry Services in 44 Government District Hospitals with their attached 7 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 (Mentioned only those schedules for which bidder is participating):

S. No.	Schedule No.	Name of the Hospital			
1		SBD District Hospital (Male) Saharanpur			
2		District Hospital (Female) Saharanpur & MCH Wing Saharanpur			
3		District Hospital (Male), Meerut			
4		District Hospital (Female) Meerut & MCH Wing Meerut			
5		District Hospital (Female) MuzaffarNagar & MCH Wing MuzaffarNagar			
6	1	M.M.G. Chikitsalaya, Ghaziabad (Dist hosp, Male, Ghaziabad)			
7		District Hospital (Male) Bareilly			
8		District Hospital (Male) Moradabad			
9		District Hospital (Male) Rampur			
10		District Hospital (Male) Badaun			
11	2	Pt. Deen Dayal Upadhyay Joint Hospital Aligarh			
12		Dr. B.R. Ambedkar Combined Hospital (Male) Etawah			
13		District Hospital (Male), Agra			
14	3	District Hospital (Female) Agra & MCH Wing Agra			

15		District Hospital (Male) Mainpuri				
16		Vrindavan Hospital Mathura				
17		UHM Hospital Kanpur Nagar				
18		A.H.M. Mahila Chikitsalaya, Kanpur Nagar				
19		District Hospital (Female) Unnao				
20		District Hospital (Combined) Kannauj				
21		District Hospital (Male) Hamirpur				
22		District Hospital (Male) Banda				
23	4	District Hospital (Male) Jhansi				
24		Veerangana Jhalkari Bai Mahila Chikitsalaya, Lucknow				
25		Veerangna Avanti Bai Hospital Lucknow				
26		Dr Shyama Prasad Mukherji Hospital Lucknow				
27		Balrampur Hospital Lucknow				
28		Lokbandhu Raj Narayan Sanyukt Chikitsalaya, Lucknow				
29	5	Rani Laxmi Bai Sanyukt Chikitsalaya, Lucknow				
30		District Hospital (Male) Faizabad				
31		Shri Ram Chikitsalaya, Ayodhya, Faizabad				
32		District Hospital (Male) Gonda				
33		Mahatama Jyotibha Phule Hospital (Combined) Ambedkar Nagar				
34		District Hospital (Male) Sultanpur				
35		District Hospitals (Female) Raebareilly & MCH Wing Raebareilly				
36		District Hospital (Combined) Jaunpur				
37		TB Sapru Hospital Allahabad				
38		District Hospital (Female) Allahabad & MCH Wing Allahabad				
39		Pt Deen Dayal Upadhyaya Hospital Varanasi				
40	7	S.S.P.G. Chikitsalaya, Varanasi				
41		District Hospital (Male) Gorakhpur				
42		District Hospital (Combined) Kushinagar				
43		District Hospital (Male), Azamgarh				
44	8	District Hospital (Female) Azamgarh & MCH Wing Azamgarh				

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 laundry 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 subsists 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 laundry 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,Signature of the Authorized signatory)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 of the consortium consisting of, (please state the name and address of the members of and the consortium) for "Out Sourcing of Mechanized Laundry Services in 44 Government District Hospitals with their attached 7 MCH (100 Bedded) Wings of Uttar Pradesh. (the "Project"), including signing and submission of all documents

and providing information / response, to MD, UPMSCL 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 hereunder on behalf of the executants(s).

## FORMAT 3

## 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 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.

Date this ......Day of ......2020.

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 Laundry Services in 44 Government District Hospitals with their attached 7 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 of ......2020.

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)

1	Company Registration Number under Companies Act,1956	
2	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:	Bidder:	
Signature	 Signature	
Name	 Name	
Address	 Designation	
	Company	
Date	 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:

Place

Signature of Chartered Accountant 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	Compliance
		submitted by the bidder	(Yes / No)
1.	Legal Entity and Statutory	As per details provided in	
	<u>Registrations</u>	section 2.3 (Eligibility to Bid)	
	As per details provided		
	section 2.3 (Eligibility to Bid )		
2.	Solvency	As per details provided in	
	As per details provided in	section 2.3 (Eligibility to Bid)	
	section 2.3 (Eligibility to Bid)		
3.	Technical Capacity	As per details provided in	
	As per details provided in	section 2.3 (Eligibility to Bid)	
	section 2.3 (Eligibility toBid)		
4.	Non – Blacklist	As per details provided in	
	As per details provided in	section 2.3 (Eligibility to Bid)	
	section 2.3 (Eligibility to Bid)		
5.	Compliance to Technical	As per Specifications Part-III	
	Specifications as per Part-III		
6.	Covering letter for proposal	FORMAT 1	
	Submission		
7.	Power of attorney for signing of	FORMAT 2	
	Proposal		
8.	Affidavit	FORMAT 3	
9.	Anti-collusion certificate	FORMAT 4	
	Project undertaking	FORMAT 5	
11.	Information regarding		
	bidder(details of consortium	FORMAT 6	
	members / sub- contractor(s) to		
	be specified only if		
	applicable)		
	Financial capability of the bidder	FORMAT 7	
	Financial Bid	FORMAT 8	
	Compliance matrix	FORMAT 9	
-	Technical proposal forms	FORMAT 10	
16.	Format for bank guarantee for	Not applicable	
17	earnest money deposit Format for bank guarantee for		
1/.	0	FORMAT 12	
	Performance Security		

## 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 need 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.	Washing Machine						
2.	Hydro Extractor						
3.	Drying Tumbler						
4.	Steam Press						
5.	Steam Generator						
6.	Dry Linen Trolley						
7.	Wet Linen Trolley						
8.	Folding Table						
9.	Racks						
10.	Calendaring Machine						
11.	Dosing Pump for Liquid Dispensing of Consumables						
12.	Any other (pl specify)						

In case equipment is of more than one make (e.g. two washing machines or hydro Extractor etc each of different make) then their details should be mentioned in different rows.

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	Supervisor	
	2	Washerman	
	3	Iron boy	
l	4	Pick up & Delivery boy	

## 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 number ......KNOW BY ALL MEN by these presents that WE.....of .....having 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 2020

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 inforce 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 number .......dated......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 the ......day of ......., 2020

.....

(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 Laundry Services in 44 Government District Hospitals with their attached 7 MCH (100 Bedded) Wings of Uttar Pradesh

Part II: Draft Agreement Issue Date: .....

Number: .....

Nodal Agency

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

## Table of Contents

1 AGREEMENT	.60
1.1 ARTICLE 1- DEFINITIONS & INTERPRETATIONS	62
1.2 ARTICLE 2- OBJECTIVE OF THIS AGREEMENT	65
1.3 ARTICLE 3- ENGAGEMENT OF MECHANIZED LAUNDRY SERVICES PROVIDER	66
1.4 ARTICLE 4- DURATION OF THIS AGREEMENT	66
1.5 ARTICLE 5– AREA OF OPERATION	66
1.6 ARTICLE 6- COMMENCEMENT OF SERVICES	66
1.7 ARTICLE 7- CONSIDERATION AND PAYMENT TO SERVICE PROVIDER	67
1.8 ARTICLE 8– LAUNDRY FACILITY	67
1.9 ARTICLE 9– MANPOWER	67
1.10 ARTICLE 10- REVIEW OF LAUNDRY PROJECT	69
1.11 ARTICLE 11- COVENANTS OF THE SERVICE PROVIDER	70
1.12 ARTICLE 12- COVENANTS OF THE AUTHORITY	71
1.13 ARTICLE 13- PERFORMANCE SECURITY	72
1.14 ARTICLE 14- APPOINTMENT OF COMMITTES, AGENCIES, ETC	72
1.15 ARTICLE 15- REPRESENTATIONS AND WARRANTIES	
1.16 ARTICLE 16– FORCE MAJEURE	75
1.17ARTICLE 17- TERMINATION	78
1.18 ARTICLE 18- DISPUTE RESOLUTION	79
1.19 ARTICLE 19- GOVERNING LAW AND JURISDICTION	81
1.20 ARTICLE 20- INDEMNITY	81
1.21 ARTICLE 21- MISCELLANEOUS	83

Out Sourcing of Mechanized Laundry Services in 44 Government District Hospitals with their attached 7 MCH (100 Bedded) Wings of Uttar Pradesh

#### AGREEMENT

#### Between

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

And

## Mechanized Laundry Service Provider (<<Address>>)

#### **1 AGREEMENT**

This Agreement is entered in to on this the<<day of Month>>, 2020. 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 Laundry 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 Laundry 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 Laundry Service Provider), and has accordingly agreed to enter into this Agreement with the Mechanized Laundry Service Provider for execution of the Project on the terms and conditions set forth hereinafter.

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

G. The Mechanized Laundry 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, interalia, including Bank Guarantee, undertaking and other instruments furnished by the Mechanized Laundry Service Provider and the memorandums signed between the Mechanized Laundry 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 ascribed to it under Article 1.4.

c. Mechanized Laundry Service Provider mean Service Provider providing services of mechanized Laundry 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 Laundry Service Provider – Staff" hereafter referred as "Staff" as specified in the Scope of Work in Part-III.

e. "Mechanized Laundry Equipment hereafter referred as specified in the Scope of Work in Part-III

f. "Applicable Laws" means all laws in force 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 Laundry 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 Laundry Service Provider and the Authority.

1. "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 Laundry Service Provider engaged in operation and maintenance of Laundry, equipment or systems of the type and size similar to the Project Facilities and the services contemplated under the Project.

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

o. "Project" means the contracting and implementation of "Mechanized Laundry Services in 44 Government District Hospitals with their attached 7 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 Laundry 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;

(1) 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;

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;

(p) 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;

(q) 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;

(r) 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.

## 1.2 ARTICLE 2- OBJECTIVE OF THIS AGREEMENT

The OBJECTIVE OF THE AGREEMENT is to provide Mechanized Laundry Services in 44 Government District Hospitals with their attached 7 MCH (100 Bedded) Wings of Uttar Pradesh.

The key considerations are:

- To supply clean and adequate quantity of washed linen.
- Supply to be made on regular basis.
- In an acceptable quality and within a reasonable cost to the hospital.
- Steps to be taken to prevent cross infection.
- Supply of good, clean and fresh linen to patients, is a method of great satisfaction for patient and increases the public image of the hospital.

# 1.3 ARTICLE 3– ENGAGEMENT OF THE MECHANIZED LAUNDRY SERVICES PROVIDER

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

2. The services to be provided and the work to be undertaken by the Mechanized Laundry 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 17 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.

## **1.5ARTICLE 5- AREA OF OPERATION**

Mechanized Laundry Services in 44 Government District Hospitals with their attached 7 MCH (100 Bedded) Wings of Uttar Pradesh as mentioned in this contract.

## 1.6ARTICLE 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.

# 1.7 ARTICLE 7- CONSIDERATION AND PAYMENT TO MECHANIZED LAUNDRY SERVICE PROVIDER

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

## 1.8 ARTICLE 8- LAUNDRY FACILITY

The Mechanized Laundry Service Provider shall be provided with the space required for laundry services by the Hospital authorities.

The hospital will provide the source of water and electricity to the Mechanized Laundry Service Provider.

A sub meter shall be installed by the service provider for the monitoring of daily consumption of electricity. The payment of the electricity consumption shall be borne by the Mechanized Laundry Service Provider which shall be in the form of cheque to be given to the hospital authority at the end of the month.

The Mechanized Laundry Service Provider shall keep the Laundry space neat and clean 24\*7.

#### 1.9 ARTICLE 9– MANPOWER

1. The Service Provider shall employ a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager for each schedule. Contract manager will be responsible to attend all meetings organized by DGMH. He will coordinate with all hospitals and maintain Laundry MIS of all hospitals. He will also ensure timely submission of monthly invoices to each hospital. 2. The Service Provider shall employ atleast one Supervisor in each district hospital. Supervisor of Service Provider will be responsible for continuous supervision of the laundry services as well as he will be the single point contact for hospital authority for any laundry related issue / issues.

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

4. The Service Provider shall employ only those persons in the laundry who are found to be medically fit. Hospital reserves its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the hospital on medical examination of such employees, shall be borne and paid by the Service Provider.

5. The Service Provider shall comply with the laws applicable to employees working in the laundry regarding working hours, minimum wages, safety, cleanliness, leave, overtime allowances, PF, retrenchment benefit, medical benefit like ESI etc. if on account of non compliance with the provisions of any such laws, hospital is called upon to make any payment to or in respect of his employees, the Service Provider shall fully reimburse to hospital all such payment and hospital shall be free to make deductions on this account from the amount of monthly bill or security deposit, in which case, the Service Provider shall immediately pay to the hospital such amount as may be necessary to make up the required security deposit or from the dues which may be payable to hospital to the Service Provider. The Service Provider will sign an indemnity bond in favour of the hospital assigned, to this effect.

6. The Service Provider shall be responsible for procurement of all the detergents/ washing chemicals of the specification as per approved washing formula by the hospital authority. The hospital authorities can make surprise check to verify that the items used are as per approved formula and right quantity being used. 7. It shall be the responsibility of the Service Provider for keeping the laundry scrupulously clean and in a sanitary condition to the satisfaction of the hospital authorities.

8. The hospital shall not be held responsible for any loss or damage due to any reasons whatsoever to any type of inventory, which may be kept in the said laundry store by the Service Provider. The premises provided to the Service Provider should only be used for the purpose as mentioned in the contract. Under no circumstances, the premises are to be used for any other purpose, than what has been mentioned in the contract. The general safety and ensuring fire safety of the premises is the responsibility of the Service Provider.

9. The concerned authority of the hospital may request the Service Provider to withdraw any of his workers from the hospital without assigning any reasons, with 24 hours prior intimation.

10. The agency should depute a qualified and dedicated staff to manage the laundry activity in the hospital and will coordinate in executing the same with hospital and be responsible for supervision of the work. The agency shall supply a telephone/mobile to the said person who will be in contact with hospital employees.

11. Service Provider can use commercial gas instead of electricity to run the equipment, with the condition to use required proper firefighting systems and necessary licenses / certificates to use commercial gas (if required).

#### 1.10 ARTICLE 10- REVIEW OF MECHANIZED LAUNDRY SERVICES

#### SUPERVISION & QUALITY CONTROL

1. The hospital management shall have the right to terminate the contract of the services rendered by the Service Provider, which are not of the requisite standard. Hospital authorities shall cancel the agreement with notice of 3 months to the Service Provider.

2. Hospital Management shall demand and be supplied with a sample of any washing chemical or detergent for inspection and analysis & if required to be sent for testing by the approved laboratory.

3. Hospital authorities will have unfettered right to inspect the premise, process of laundry, finished product at anytime and the Service Provider will cooperate with the authorities.

4. Designated officials of DGMH and concerned hospital will have unfettered right to enter the laundry premise at any time in order to inspect and execute, any structural additions and alterations or repairs to the said laundry premises, repairs to electric, water and sanitary installations, which may be found necessary from time to time. The time and date for this purpose will be fixed with the mutual convenience of both the parties, as far as possible. However if this is not possible in any exigency, the hospital authorities may allow entry of other designated officials for the above purpose.

# 1.11 ARTICLE 11- COVENANTS OF THE MECHANIZED LAUNDRY SERVICE PROVIDER

A. Covenants of the Mechanized Laundry Service Provider:

1. The Service Provider shall have to set up his own plant inside the Hospital campus at the place assigned by the hospital authority.

2. Service Provider shall have following laundry equipment's for carrying out the mechanized laundry. The successful bidder shall have to make all these equipment physically available and installed in the hospital before starting the work and these should always remain in working condition during the period of contract. The minimum numbers of set of equipment's required per hospital is according to bed strength of hospital as mentioned in the BDS.

3. **Collection and transport of dirty linen:** The Service Provider will be responsible for collection of dirty linen from the different user areas and transport the same to the laundry complex. Service Provider should use single bags of sufficient tensile strength adequate for containing laundry and should be leaked resistant.

4. It will be responsibility of Service Provider to ensure washing of all kind of linen in soft water.

5. The Service Provider shall do the work of sorting, processing of used linen with standard laundering process including repairing (if needed), finishing & packing. Transportation & delivery of washed clothes in a covered trolley to the user area daily.

6. The Service Provider will be responsible for safe disposal of left chemicals & other washing materials and other garbage produced in the laundry.

7. Separate carts for transport and storage of dirty & washed linen will be used. The hampers or carts to transport soiled textiles should be appropriately cleaned after every use and should be kept away from those to be used in transporting clean textiles. Under no

circumstances dirty and clean linen should be mixed. The procurement and maintenance of carts is the responsibility of the Service Provider.

8. The Service Provider will process linen as per approved washing procedure and approved washing formulae. All the washed linen should be absolutely bacteria free. The hospital authority shall test the bacteria count of any selective bed sheet randomly.

9. Standard universal precautions to be followed while collecting and handling infected / soiled linen.

10. Bio-Medical Waste (handling and management) rules, wherever applicable will be followed by the Service Provider.

#### 1.12 ARTICLE 12- COVENANTS OF THE IMPLEMENTING AUTHORITY

#### (i) Space and accommodation requirement

Place and accommodation for the laundry 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 laundry 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 laundry machines, general lighting & ventilation in the premises. The firm shall pay the actual bill as per Sub - meter for the use of electricity and water. But hospital shall not be responsible for voltage fluctuation.

**(iii) Bed sheets and other linens:** There should be atleast 6 sets of linen per bed, distribution of which is as follows:

- a. 1 in use
- b. 1 ready for use
- c. 1 being processed (given for washing on the particular day)
- d. 1 in transit (washed and to be delivered)
- e. 2 in stock (in store of hospital)

#### 1.13 ARTICLE 13- PERFORMANCE SECURITY

1. To ensure due and satisfactory performance of its obligations under this Agreement, the Mechanized Laundry 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 9 of 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/SIC/CMO/CMS of the Concerned hospital.

(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 enforceable 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 Laundry Service Provider in performing its obligations under this Agreement or other wise to meet any claim against the Mechanized Laundry Service Provider or any other reason including but not limited to recovery of penalties, excess payments made previously and non-performance (by the Mechanized Laundry Service Provider Provider) that causes financial loss to the Implementing Authority.

3. The Mechanized Laundry 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 Laundry 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 Laundry 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 Laundry 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 inforceable 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 Laundry 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 Laundry 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 Laundry 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;

(b) 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 Laundry 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 Laundry 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 Laundry 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;

(1) No representation or warranty by the Mechanized Laundry 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 Laundry 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 Laundry 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 for the 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 Laundry 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 Laundry 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 Laundry Service Provider in the course of performance of its obligations hereunder.

4. The Mechanized Laundry 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 Laundry 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 act or 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:

(a) 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;

(b) strikes or boycotts (other than those involving the Mechanized Laundry 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;

(c) any judgment or order of any court of competent jurisdiction or statutory authority made against the Mechanized Laundry Service Provider in any proceedings for reasons other than (i) failure of the Mechanized Laundry 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

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

3. 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.

4. 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 Laundry 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 Laundry Service Provider to perform its obligations under this Agreement;

Provided that such delay, modification, denial, refusal or revocation did not result from the Mechanized Laundry Service Provider' sin ability 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.

5. 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.

6. 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. 7. 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.

8. 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 Event subsists.

9. 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 Laundry 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.

10. 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 Laundry 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 Laundry 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;

(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 been titled to inforce 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) Not withstanding 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) Not withstanding 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 been titled 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. Amicable Resolution:

(a) Save where expressly stated to the contrary in this Agreement, any dispute,

difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including incompletion of the Project, between the Parties and so notified in writing by either Party to the other (the "Dispute") in the 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 Laundry Service Provider not later than15 (fifteen) days of the date of such request to discuss and attempt to amicably resolve the 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) of this Article 19 shall be finally decided by reference to arbitration by an arbitration tribunal of three arbitrators-one each to be appointed by the Authority and the Mechanized Laundry 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 reasoned award.

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

(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 inforced against the Mechanized Laundry 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, (Uttar Pradesh) 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 Laundry Service Provider:

(a) The Mechanized Laundry 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 Laundry under this agreement whether that may be in the nature of criminal, civil, medicolegal proceedings, proceedings under the Consumer Protection Act, 1986 or any Applicable Law that may arise under this Agreement.

(b) The Mechanized Laundry 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 Laundry Service Provider and damage to or destruction of any property or equipment of the Mechanized Laundry 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 – Third Party:

The Mechanized Laundry 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 Laundry Service Provider or its employees.

#### 3. Non-Compliance with Applicable Laws:

The Mechanized Laundry 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 against the Authority by reason of the failure of the Mechanized Laundry Service Provider to comply fully with all Applicable Laws and Applicable Permits save to the extent such failure was caused by the gross negligence, default or omission of the Authority or its employees.

#### 4. General Indemnity:

The Mechanized Laundry Service 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 result of the breach by the Mechanized Laundry Service Provider of any of the Mechanized Laundry 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 Laundry Service Provider shall indemnify and hold the Authority with respect to the scope of work of Mechanized Laundry 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 Laundry Service Provider of any matter which may give rise to a right of the Authority to be indemnified under this Article 20.

The Mechanized Laundry 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 Laundry 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 Laundry Service Provider unless the Mechanized Laundry 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.

1.21 ARTICLE 21- MISCELLANEOUS

1. 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.

2. 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.

3. 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 21 (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 enforce ability of the remaining provisions shall not be affected in any manner.

6. Assignment, etc.: The Mechanized Laundry 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.

#### 11. 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: <u>http://www.upmsc.in/</u>, <u>https://etender.up.nic.in</u>

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

For the Mechanized Laundry Service Provider

Mr. <<>>

<<Address>>

------

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

For and on behalf of MD, UPMSCL By:

<u>Mr. <<>>(Name)</u>

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

SIGNED SEALED AND DELIVERE

For and on behalf of Mechanized laundry Service Provider

Mr. <<>>

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

In the presence of:

1.				
2.				

3.\_\_\_\_



# National Competitive Bidding

REQUEST FOR PROPOSAL (RFP)

Out Sourcing of Mechanized Laundry Services in 44 Government District Hospitals with their attached 7 MCH (100 Bedded) Wings of Uttar Pradesh

Part III: Schedules to Draft Agreement

Issue Date: 21/05/2020

Bid Reference. No. : UPMSCL/SR/Laundry Cleaning/198

UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED

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

1	Background	89
2	Objectives	90
3	Functions of the laundry Department	90
4	Activities to be performed by the Service Provider (Scope of Work)	92
5	Responsibility of the Hospital	96
6	Payment Mechanism	101
	6.1Performance based Payment, Penalties & Notices	101
7	Method of Verification of Services	104
8	Indicative list of Hospital linen in District Hospitals	107
9	Detailed List of Laundry Chemicals	108
10	Standard Operating Procedures	110
11	Format of Financial Bid	113

#### **TERMS of REFERENCE**

# Out Sourcing of Mechanized Laundry Services in 44 Government District Hospitals with their attached 7 MCH (100 Bedded) Wings of Uttar Pradesh

#### 1 Background

#### Current Scenario of Laundry work in Public Hospitals

• Earlier NHM was providing cumulative budget for Cleaning & Gardening Services and Laundry Services to the district hospitals. Laundry work in district hospitals of Uttar Pradesh is performed by regular Dhobi staff or budget 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 laundry 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 that to continue these activities 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 Laundry Services in 44 Government District Hospitals with their attached 7 MCH (100 Bedded) Wings of Uttar Pradesh on PPP model.

#### Need of Laundry in Hospitals

• Linen and laundry services are highly responsible for providing safe, clean, adequate and timely supply of linen to user units of hospital at right time, right price and right place.

• Laundry services are now the third most important and frequently outsourced service in healthcare facilities.

#### Advantages of Mechanized Laundry

- Regular supply of hospital linen ensured
- No dependency on climate
- Reduces damage to linen and save cost of hospital

- Safe handling of soiled and infected linen.
- Complete control on washing formula.
- Reduces chances of Hospital Acquired Infection (HAI)
- Sterility is ensured.

#### 2 Objective

- To supply clean and adequate quantity of washed linen.
- Supply to be made on regular basis.
- In a acceptable quality and within a reasonable cost to the hospital.
- Steps to be taken to prevent cross infection.
- Supply of good, clean and fresh linen to patients, is a method of great satisfaction for patient and increases the public image of the hospital.

#### 3 Functions of Laundry Department

Functional flow of activities in Laundry is as follows:

1) **Receipt of Articles**: To receive used and dirty linen from various user departments like operation theatres, ICUs, emergency, IPD, OPD and radiology etc.

2) **Cleaning & Disinfection**: All reusable linen is thoroughly cleaned with bleaching powder/ caustic soda and disinfected using disinfectants depending upon the type of linen.

3) **Washing:** after disinfection linen is washed in the washing area by following proper guidelines.

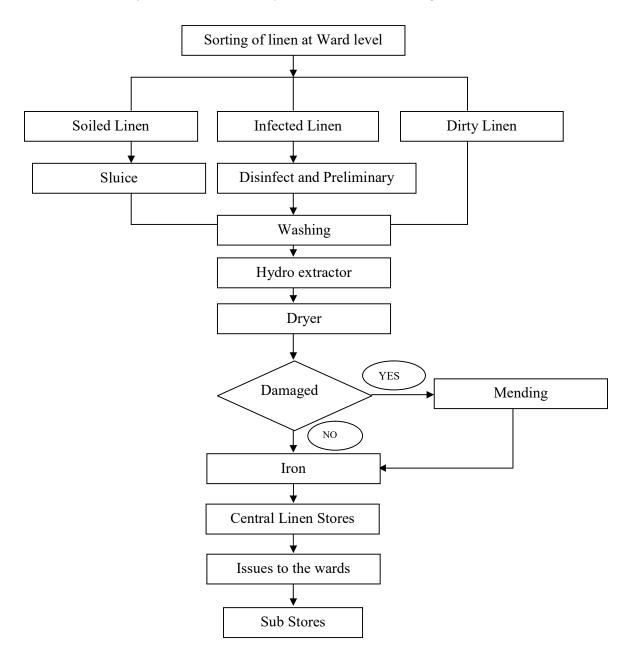
4) **Inspection and Assembly**: Each item to be washed is inspected for wear &tears, defects, stains and then appropriately put in the washing machine. After washing, the linen is drained off for excess water using hydro extractor and dried in drier before assembling for press. The operation of the machines shall be entrusted to responsible and fully trained person. It should be kept in a state of good maintenance and repair.

5) **Clean Linen Storage**: Clean linen is stored in the central linen store. Clean storage environment is designed primarily to prevent contamination of Clean Linen.

6) **Distribution**: Refers to distribution of clean goods to the patient care areas and user departments OT, ICU, NICU, Labour room, Pathology, Burn Ward, Trauma Centre, NRC, IPD, OPD, blood bank, casualty etc.

#### ACTIVITY FLOW

The Laundry Department usually works in the following manner:



#### CLASSIFICATION OF LINEN:

#### Classification based on category of linen

**<u>a.</u>** <u>**General Purpose linen**</u>: This includes curtains, drapes, table clothes and similar items commonly used in all parts of the hospital .This is the linen which is not used for patient care.

**<u>b.</u>** <u>**Patient linen**</u>: This consists of patient clothing such as patient pajamas, shirts, gown, coats, etc. worn by patients.

**<u>c.</u>** <u>**Bed linen**</u>: This consists of patient bed clothing such as bed sheets, pillow covers, blankets, Macintosh sheets used by the patient.

**<u>d.</u>** OT, Labour room, Procedure room linen: This includes items such as pajamas, kurtas, gowns, coats, shirts etc. worn by surgeons, anesthetists, OT personnel's and also surgical, gowns, caps, masks, trolley covers, OT towels, Macintosh Sheets etc. required in OT , labour room and procedure room.

**<u>e.</u> Infected Linen:** This includes items of isolation wards / rooms and patients related to HIV, Hepatitis B and other communicable diseases.

# 4 Activities to be performed by the Service provider (Scope of Work)

Considering the maintenance of laundry equipment, the selected model for selected govt. hospitals is to outsource the mechanized laundry system on overall outsourcing including machine, material and manpower. The initial contract period will be for one year and renewal for further one Year shall be based on satisfactory annual performance on same terms and conditions with an average increase of cost by 5% every year.

#### **Roles & Responsibility of Service Provider:**

1. The Service Provider shall have to set up his own plant inside the Hospital campus at the place assigned by the hospital authority.

2. Service Provider shall have following laundry equipment's for carrying out the mechanized laundry. The successful bidder shall have to make all these equipment physically available and installed in the hospital 15 days before starting the work and these should always remain in working condition during the period of contract. The minimum numbers of set of equipment's required per hospital is according to bed strength of hospital i.e.

Need of set of equipment which cater the linen upto 150 beds (Category – A)				nent which cater the 151-300 beds egory – B)	e linen
Particulars	Capacity	No.	Particulars	Capacity	No.
Washing Machine	30 Kg	1	Washing Machine	60 Kg	1
Hydro Extractor	15 Kg	1	Hydro Extractor	30 Kg	1
Drying Tumbler	30 Kg	1	Drying Tumbler	60 Kg	1
Steam Press	Medium Size	2	Steam Press	Medium Size	3
Steam Generator	9 KW	1	Steam Generator	18 KW	1
Dry Linen Trolley	200 Ltr	4	Dry Linen Trolley	200 Ltr	8
Wet Linen Trolley	200 Ltr	4	Wet Linen Trolley	200 Ltr	8
Folding Table		2	Folding Table		3
Racks		4	Racks		8

Need of set of equipment which cater the linen between 301-450 beds (Category - C)			Need of set of equipm linen between (Categor	450-600 beds	he
Particulars	Capacity	No.	Particulars	Capacity	No.
Washing Machine	60 Kg + 30 Kg	1	Washing Machine	60 Kg + 60 Kg	1
Hydro Extractor	30 Kg + 15 Kg	1	Hydro Extractor	30 Kg + 30 Kg	1
Drying Tumbler	60 Kg + 30 Kg	1	Drying Tumbler	60 Kg + 60 Kg	1
Steam Press	Medium Size	4	Steam Press	Medium Size	4
Steam Generator	18 KW	1	Steam Generator	18 KW	2
Dry Linen Trolley	200 Ltr	12	Dry Linen Trolley	200 Ltr	15
Wet Linen Trolley	200 Ltr	12	Wet Linen Trolley	200 Ltr	15
Folding Table		4	Folding Table		4
Racks		12	Racks		15
Calendaring Machine 1		1	Calendaring Machine		1

Need of set of equipment which cater the linen above 601 beds (Category – E)				
Particulars	Capacity	No.		
Washing Machine	60 Kg + 60 Kg + 30 Kg	1		
Hydro Extractor	30 Kg + 30 Kg + 15 Kg	1		
Drying Tumbler	60 Kg + 60 Kg + 30 Kg	1		
Steam Press	Medium Size	5		
Steam Generator	18 KW	3		
Dry Linen Trolley	200 Ltr	20		
Wet Linen Trolley	200 Ltr	20		
Folding Table		5		
Racks		20		
Calendaring Machine		1		

# \*<u>Mechanized laundry means use of machines like Washing machine, Hydro Extractor,</u> <u>Drying Tumbler etc.</u>

3. **Collection and transport of dirty linen:** The Service Provider will be responsible for collection of dirty linen from the different user areas and transport the same to the laundry complex. Service Provider should use single bags of sufficient tensile strength adequate for containing laundry and should be leaked resistant.

4. It will be responsibility of Service Provider to ensure washing of all kind of linen in soft water

5. The Service Provider shall do the work of sorting, processing of used linen with standard laundering process including repairing (if needed), finishing & packing. Transportation & delivery of washed clothes in a covered trolley to the user area daily.

6. The Service Provider will be responsible for safe disposal of left chemicals & other washing materials and other garbage produced in the laundry.

7. Separate carts for transport and storage of dirty & washed linen will be used. The hampers or carts to transport soiled textiles should be appropriately cleaned after every use and should be kept away from those to be used in transporting clean textiles. Under no circumstances dirty and clean linen should be mixed. The procurement and maintenance of carts is the responsibility of the Service Provider.

8. The Service Provider will process linen as per approved washing procedure and approved washing formulae. All the washed linen should be absolutely bacteria free. The hospital authority shall test the bacteria count of any selective bed sheet randomly.

9. Standard universal precautions to be followed while collecting and handling infected / soiled linen.

10. Bio-Medical Waste (handling and management) rules, wherever applicable will be followed by the Service Provider.

#### Manpower:

• The Service Provider shall employ a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager for each schedule. Contract manager will be responsible to attend all meetings organized by DGMH. He will coordinate with all hospitals and maintain Laundry MIS of all hospitals. He will also ensure timely submission of monthly invoices to each hospital.

• The Service Provider shall employ atleast one Supervisor in each district hospital. Supervisor of Service Provider will be responsible for continuous supervision of the laundry services as well as he will be the single point contact for hospital authority for any laundry related issue / issues.

• The Service Provider shall employ adequate number of well trained staff. Service Provider will provide uniforms, aprons and other protective gear to ensure proper protection to all workers. All workers will be immunized by the firm before employment and during the course of employment as & when needed. All personnel involved in collection, transport, sorting and washing of soiled textiles should be consistently & appropriately trained at frequent intervals specially for the use of, appropriate personal

protective equipment (PPE) and be supervised to assure compliance with protective procedures.

• The Service Provider shall employ only those persons in the laundry who are found to be medically fit. Hospital reserves its rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the hospital on medical examination of such employees, shall be borne and paid by the Service Provider.

• The Service Provider shall comply with the laws applicable to employees working in the laundry regarding working hours, minimum wages, safety, cleanliness, leave, overtime allowances, PF, retrenchment benefit, medical benefit like ESI etc. if on account of non compliance with the provisions of any such laws, hospital is called upon to make any payment to or in respect of his employees, the Service Provider shall fully reimburse to hospital all such payment and hospital shall be free to make deductions on this account from the amount of monthly bill or security deposit, in which case, the Service Provider shall immediately pay to the hospital such amount as may be necessary to make up the required security deposit or from the dues which may be payable to hospital to the Service Provider. The Service Provider will sign an indemnity bond in favour of the hospital assigned, to this effect.

• The Service Provider shall be responsible for procurement of all the **detergents**/ washing chemicals of the specification as per approved washing formula mentioned in the bid document. The hospital authorities can make surprise check to verify that the items used are as per approved formula and right quantity being used.

• It shall be the responsibility of the Service Provider for keeping the laundry scrupulously clean and in a sanitary condition to the satisfaction of the hospital authorities.

• The hospital shall not be held responsible for any loss or damage due to any reasons whatsoever to any type of inventory, which may be kept in the said laundry store by the Service Provider. The premises provided to the Service Provider should only be used for the purpose as mentioned in the contract. Under no circumstances, the premises are to be used for any other purpose, than what has been mentioned in the contract. The general safety and ensuring fire safety of the premises is the responsibility of the Service Provider.

• The concerned authority of the hospital may request the Service Provider to withdraw any of his workers from the hospital without assigning any reasons, with 24 hours prior intimation.

• The agency should depute a qualified and dedicated staff to manage the laundry activity in the hospital and will coordinate in executing the same with hospital and be responsible for supervision of the work. The agency shall supply a telephone/mobile to the said person who will be in contact with hospital employees.

• Service Provider can use commercial gas instead of electricity to run the equipment, with the condition to use required proper fire fighting systems and necessary licenses / certificates to use commercial gas (if required).

#### **5 RESPONSIBILITY OF THE HOSPITAL**

#### (i) Space and accommodation requirement

Place and accommodation for the laundry 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 laundry 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 laundry machines, general lighting & ventilation in the premises. The firm shall pay the actual bill as per Sub - meter for the use of electricity and water. But hospital shall not be responsible for voltage fluctuation.

**(iii) Bed sheets and other linens:** There should be atleast 6 sets of linen per bed, distribution of which is as follows:

a. 1 in use

b. 1 ready for use

- c. 1 being processed (given for washing on the particular day)
- d. 1 in transit (washed and to be delivered)
- e. 2 in stock (in store of hospital)

#### SUPERVISION & QUALITY CONTROL

A. The hospital management shall have the right to terminate the contract of the services rendered by the Service Provider, which are not of the requisite standard. Hospital authorities shall cancel the agreement with notice of 3 months to the Service Provider.

B. Hospital Management shall demand and be supplied with a sample of any washing chemical or detergent for inspection and analysis & if required to be sent for testing by the approved laboratory.

C. Hospital authorities will have unfettered right to inspect the premise, process of laundry, finished product at anytime and the Service Provider will cooperate with the authorities.

D. Designated officials of DGMH and concerned hospital will have unfettered right to enter the laundry premise at any time in order to inspect and execute, any structural additions and alterations or repairs to the said laundry premises, repairs to electric, water and sanitary installations, which may be found necessary from time to time. The time and date for this purpose will be fixed with the mutual convenience of both the parties, as far as possible. However if this is not possible in any exigency, the hospital authorities may allow entry of other designated officials for the above purpose.

#### **GENERAL TERMS & CONDITIONS**

1) Director General Medical &Health GOUP reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract as per recommendation of Hospital authority. In such eventuality Director General Medical &Health GOUP / Hospital authority further reserves the right to get the work done from open market or through other agencies. Service Provider will also be black listed in the state for a period of 2 terms from participating in such type of tender and his earnest money/security deposit may also be forfeited.

2) Any person who is in Govt. Service anywhere or an employee of the hospital should not be made a partner to the contract by the Service Provider directly or indirectly in any manner whatsoever. 3) The Service Provider shall indemnify the hospital authority against all other damages/charges and expenses for which the hospital may be held liable or pay on account of the negligence of the Service Provider or his employee or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.

4) If any information furnished by Service Provider is found to be incorrect at any time, the contract is liable to be terminated without any notice and the security deposit is liable to be forfeited by the Principal Employer (Director General Medical &Health GOUP).

5) The individual signing the Bid form or any document forming part of the contract on behalf of Service Provider, shall be responsible to produce a proper power of attorney duly executive in his favor stating that he has authority to bind other such person of the firm as the case may be in all matters pertaining to the contract including the arbitration clauses. If subsequently the person so signing fails to provide the said power of attorney within a reasonable time, the institute may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable to all cost and damages. In case of any person signing the agreement on behalf of limited company or firm, he/she will produce a letter of authority/resolution passed by the company empowering him/her to sign the agreement on behalf of the company or firm.

6) The Service Provider shall comply with the labour laws applicable and hospital authority shall not be responsible for any litigation/default from agency side.

7) In every case in which by virtue of the workman's Compensation Act, Principal Employer (Director General Medical &Health GOUP)/hospital authority if obliged to pay compensation to such person employed by the Service Provider in execution of the work, the Principal Employer (Director General Medical &Health GOUP)/hospital authority will be entitled to recover from the Service Provider the amount of compensation so paid.

8) The firm will verify the antecedents of all employees working, by police verification and will keep attendance and other relevant records at its cost and will produce these on demand of any authority. The list containing the names/addresses of the personnel appointed by the agency shall be made available to the hospital authorities with their biodata within 15 days from the date of deputing.

9) The Service Provider shall obtain a license under Contract Labour (R&A) Act, 1970 and also submit a copy of such license dully attested in the hospital with in 15 days of the signing of agreement. No payments would be released till the labour license is submitted to the hospital. Moreover, Service Provider shall abide by all the necessary provisions of various other Labour Laws/Acts viz. ESI/Bonus, Workmen's Compensation and any other laws and rules applicable in this regard. The Service Provider shall be responsible for any type of statutory/mandatory claims or penalties in light of the default with reference to the above provisions.

10) In case any person engaged by the Service Provider is found to be inefficient, quarrelsome, infirm, and invalid or found indulging in unlawful or union activities, the Service Provider will have to replace such person with a suitable substitute at the direction of the competent authority.

11) The hospital shall not provide any sort of accommodation to the staff or person deployed by the Service Provider and no cooking/lodging will be allowed in the premises of the hospital at any time.

12) The laundry service shall be meant for the whole hospital (Main Hospital & Centers including IPD, OPD, different Diagnostic blocks, Emergency services, Maternity services, Minor & Major OT's, Administrative block, etc. excluding residential use), or as per the directions of hospital authorities from time to time.

13) The provision of appropriate manpower, material supplies, required for performing the tasks processes of the laundry service, shall be borne by the Service Provider.

14) The complete job of collecting of dirty linens from earmarked place/places to supply of cleaned linens to earmarked place/places of the hospitals shall be carried out by the Service Provider. (i.e. sluicing, washing, hydro-extraction, drying, repairing of the linens, ironing/calendaring, storing and issue or distribution of cleaned linen.

15) The Service Provider will be wholly responsible for providing laundry services in the hospital. The linen must be washed and ironed properly as per standard up to the satisfaction of hospital authorities. If any defect, damage or deficiency is noticed, payment in part or full may be held & penalty may be imposed.

16) Hospital authority will decide the timing of collection of linen, to be followed by the Service Provider.

17) Collection, distribution of clothes should be carried out within the period as specified by hospital authorities.

18) Every employee of Service Provider engaged in laundry services shall wear the prescribed neat and clean uniform according to season affixing thereon the badge mentioning on the same, the name and designation of the worker provided by the Service Provider at his own cost.

19) The Service Provider shall not engage the laundry staff below the age of 18 years.

20) The Service Provider shall not, at any stage, cause or permit any sort of nuisance in the premises of hospital or do anything which may cause unnecessary disturbance or inconvenience to other working there as well as to the general public in the hospital premises and near to it.

21) No escalation of rates quoted will be allowed during the period of contract.

22) The Service Provider shall **not engage any sub-contractor or sublet/transfer the contract** to any other agency/person in any manner.

23) The Service Provider shall, for providing proper and hygienically laundry services, ensure the following: -

- i. That a daily report of its staff on duty and about their performance is furnished & maintained.
- ii. That their staffs do not smoke at the place of work.
- iii. That any specific laundry work assigned to it by the Hospital Authority or any officer authorized by him is carried out by him diligently and well in time.
- iv. That before using any equipment/appliances or material and products of laundry, it is having the approval of the hospital authority as no sub standard material being used.
- v. The Hospital Authority may also furnish that the salary wages shall be distributed in full as per Minimum Wages Act by the Service Provider to the laundry worker(s) in the presence of a representative of the hospital and a certificate to this effect is provided.

24) Hospital will deduct Income Tax at source under section 194-c of the Income Tax Act, 1961 from the Service Provider @ 2% or appropriate amount as applicable of such sum as Income Tax comprised therein.

25) In case the agency fails to execute the job after signing the agreement/deed or leave the job before completion of the period of contract at their own accord, the hospital shall

have the right to forfeit the security money deposited by the agency for the execution of the contract.

26) The contract can be terminated by either party by giving 3 months notice.

27) The initial contract period will be for one year and extended to maximum of another 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. After the completion of 3 years, the DGMH, GoUP may further enter into an agreement with the same service provider on the same terms & conditions as applicable at the time of renewal of the contract based on satisfactory performance of Service Provider.

#### **6 PAYMENT MECHANISMS**

<u>Stage 1:</u> Service Provider will raise the bill for the beds as per the contract by 7<sup>th</sup> day of next month.

<u>Stage 2:</u> Hospital Authority will examine the bill and the payment shall be made as per the final monthly average scoring of Weekly Performance Sheet (WPR) which is mentioned in Point- 7 of Part III i.e method of verification of Services and Illustration for monthly calculation of WPR score and ensure payment accordingly by 15<sup>th</sup> day of succeeding month.

WPR Average Score	Percentage of Payment to be
(out of 100)	<b>Reimbursed of the Gross Bill Amount</b>
0-20	No payment
21-40	40%
41-60	<b>60</b> %
61-70	80%
71-80	90%
81-100	100%

6.1Performance Based Payment and Penalties

Note:

1. Performance based payment will be in reference to the Gross Bill amount of the month.

2. Service provider will charge GST separately in the bill as applicable.

3. Hospital Authority will deduct Income Tax, TDS from the Gross Payable amount as applicable.

4. 100% payment on WPR based payment is possible when the service provider attains a score of 81 and above. The Service Provider should not be penalized on vague assumptions of the Contract Signing Authorities.

#### 5. The poor performance of the Service Provider should not be judged on a day's performance.

In case of increase of bed strength on annual basis, the ceiling contract value will be increased accordingly with the approval of Contract Signing Authority / Implementing Authority. The actual monthly payment released to the service provider, will be based on actual bed strength of the respective hospital, verified by the Director / SIC / CMS of the respective hospital. The payment of Service Provider shall be done by the Director / SIC / CMS of the respective hospital.

#### NOTICES

The recorded Notices (*by authorized officials*) shall be considered in performance evaluation of the Service Provider.

- A. Notices for Delay in Delivery of Linen
- B. Notices for Breakdown of Service
- C. Notices for any violation / breach of terms and conditions of the contract

#### A. Notices for Delay in Delivery of Linen:

In case the Service Provider fails to commence/execute the work as stipulated time mentioned by the hospital authority and agreed by the Service Provider during Work Plan (Depending upon the available stock in the hospital at that time), Hospital authority reserves the right to impose the penalty as detailed below:

• If Service Provider has received linen from hospital authority but failed to provide all clean linen on agreed time as per Work Plan then deduction of 0.5% per day of monthly contract value for held work upto delay of 10 days.

• After 10 days delay, Hospital authority reserve the right to cancel the contract and withhold the agreement and get this job to be carried out from other Service Provider(s) from open market at the competitive rates. The defaulting Service Provider will be blacklisted as per provisions in this bid document and the difference if any will be recovered from the Service Provider.

• The performance security deposited by the Service Provider shall be forfeited.

#### B. Notices for Breakdown of Service

• The Service Provider will have to maintain an uptime of 95%. In such case of breakdown of Service, it will be responsibility of Service Provider to carry out the laundry

job from alternate arrangement with same rate and cost with full responsibility of the hospital linen, which will be borne by Service Provider after taking proper approval from Hospital authority. In case of non-compliance of this activity, hospital authority will carry out the laundry job from open market at competitive rate and the cost will be deducted from the monthly payable amount of Service Provider as well as other penalty as described in penalty clause will be levied on Service Provider.

#### C. Notices for any violation / breach of terms and condition

Incidences of notices to be imposed are enumerated below. (But these are not exhaustive and notices may be imposed on any violation/breach or contravention of any of the terms and conditions as well as assigned duties and responsibilities).

- If bed sheets are not washed properly.
- If the washing procedure given by the firm is not followed in to as prescribed in the contract document.
- If the personnel working in laundry are not displaying their photo identity card.
- If the personnel found indulging in smoking/drinking alcohol/sleeping during duty hours.
- Penalty will also be imposed if the behaviour of personnel(s) found is discourteous to any one in the hospital including staff or patients.
- If any personal found performing duty by submitting a fake name and address.
- If any personnel found on duty other than those mentioned in the approved list is supplied by the agencies to the hospital authorities.

Incidence	Notices	Performance
		Score
1 <sup>st</sup>	First Warning Letter for 1 <sup>st</sup> incidence of violation/	If Below 60
	breach of any of the Terms & Conditions	
2 <sup>nd</sup>	Second Warning Letter to be issued to Service	If Below 60
	Provider for improvement of Services as per Terms	
	& Conditions	
3rd	Third Warning Letter to be issued to Service	If Below 60
	Provider for improvement of Services as per Terms	
	& Conditions	
4 <sup>th</sup>	Show Cause Notice leading to Termination of the	If continuously Below
	Contract with forfeiture of Performance Guarantee	60 for 3 times / 1 <sup>st</sup>
	without any payments	time below 40

In case of repetition of the similar incidence, the Notices to be served will be as under:

# 7 Method of verification of services

# Weekly Performance Review Sheet

Name of hospital			
Name of the Designated Hospital Staff			
Hospital area			
Report of Week - (1st / 2nd / 3rd / 4th /5th )			
Date			
1. Hospital Linen quality after wash	Good	Average	Poor
	7-10	3-6	0-2
Performance Marks			
2. Timely supply of clean and washed linen	Good	Average	Poor
	7-10	3-6	0-2
Performance Marks			
3. Washing procedure / formula given by the	Strictly Followed	Normally Followed	Not Followed
Service Provider is followed, and use of quality	7-10	3-6	0-2
consumables as mentioned in the detailed list of			
laundry chemicals along with the certifications.			
Performance Marks			
4. Laundry Personnel displaying their photo	Strictly Followed	Normally Followed	Not Followed
identity card.	7-10	3-6	0-2
Performance Marks			
5. Behavior of Laundry Personnel towards	Good	Average	Poor
hospital staff or Patient	7-10	3-6	0-2
Performance Marks			
6. Personnel found indulging in	Never	Sometimes	Mostly
smoking/drinking/sleeping during duty hours	7-10	3-6	0-2
Performance Marks			
7. Personnel found on duty other than those	Never	Sometimes	Mostly
mentioned in the approved list given by service	7-10	3-6	0-2
provider Performance Marks			
	NI	Constitutor	M11
8. Breakdown of equipment	<u>Never</u> 7-10	Sometimes 3-6	Mostly 0-2
Performance Marks	/-10	3-0	0-2
9. During breakdown of equipment alternate	Mostly	Sometimes	Never
arrangement done	7-10	3-6	0-2
Performance Marks	7-10	3-0	0-2
10. Number of Warning Letters issued by	1 warning letter	2 warning letters	3 and more
Hospital Authority		2 warning letters	warning letters
	7-10	3-6	0- 2
Performance Marks	7-10	5-0	0-2
Performance Marks			

Date

Signature Contract Signing Authority

SignatureSignatureDesignated HospitalSupervisor / Authorized Personnel ofStaffService ProviderNote: WPR should be uploaded by 5th day of the succeeding week by the hospital authority

# Illustration for monthly calculation of WPR score:

## 1<sup>st</sup> Week WPR:

Name of hospital	Name of hospital		
Name of the Designated Hospital Staff	Dist Hosp. XYZ XXX YYY		
Hospital Bed	100 Beds		
Report of Week - (1 <sup>st</sup> / 2 <sup>nd</sup> / 3 <sup>rd</sup> / 4 <sup>th</sup> /5 <sup>th</sup> )	1st Week		
Date		08/XX/XXXX	
11. Hospital Linen quality after wash	Good	Average	Poor
	7-10	3-6	0-2
Performance Marks	8		
12. Timely supply of clean and washed linen	Good	Average	Poor
	7-10	3-6	0-2
Performance Marks	9		
13. Washing procedure / formula given by the	Strictly Followed	Normally Followed	Not Followed
Service Provider is followed, and use of quality	7-10	3-6	0-2
consumables as mentioned in the detailed list of			
laundry chemicals along with the certifications.			
Performance Marks	7		
14. Laundry Personnel displaying their photo	Strictly Followed	Normally Followed	Not Followed
identity card.	7-10	3-6	0-2
Performance Marks	8		
15. Behavior of Laundry Personnel towards	Good	Average	Poor
hospital staff or Patient	7-10	3-6	0-2
Performance Marks		5	
16. Personnel found indulging in	Never	Sometimes	Mostly
smoking/drinking/sleeping during duty hours	7-10	3-6	0-2
Performance Marks		5	
17. Personnel found on duty other than those	Never	Sometimes	Mostly
mentioned in the approved list given by service provider	7-10	3-6	0-2
Performance Marks		6	
18. Breakdown of equipment	Never	Sometimes	Mostly
	7-10	3-6	0-2
Performance Marks	10		02
19. During breakdown of equipment alternate	Mostly	Sometimes	Never
arrangement done	7-10	3-6	0-2
Performance Marks	10		
20. Number of Warning Letters issued by	1 warning letter	2 warning letters	3 and more
Hospital Authority		0 0	warning letters
	7-10	3-6	0-2
Performance Marks	10		
Total Marks = 100		78	1
	1	70	

S.No	Time Period	Score Obtained
1	Week 1	78 / 100
2	Week 2	82 / 100
3	Week 3	88 / 100
4	Week 4	75 / 100
5	Week 5	72 / 100
	Total Score (Out of 500 marks)	395 / 500
	Average Score for the Month	79%

As in the above example Average Score of WPR for the month is 79, hence it will lie in the column as follows:

WPR Average Score (out of 100)	Percentage of Payment to be Reimbursed of the Gross Bill Amount
0-20	No payment
21-40	40%
41-60	60%
61-70	80%
71-80	90%
81-100	100%

Note: Hence the Service Provider will be eligible for 90% payment of applicable and approved monthly contract value. This has to be ensured by the Contract Signing Authority before disbursement of the payment.

<b>S.</b> #	Item
1	Bed Sheet
2	Laparotomy Sheet
3	Surgeon / Patient Gowns
4	Apron
5	Kurta pajama
6	Machine Cover
7	Bath Towel
8	Kitchen Apron
9	Laundry Bag
10	Draw Sheet
11	Cut Sheet
12	Drippling Sheet
13	Hand Towel
14	pillow covers
15	Gynae sheets
16	Nurses frock, salwar, petticoat
17	Mackintosh, V sheet
18	Sponge
19	Operation sheet
20	Cap / Mask / Glove Cover
21	Abdomen binder / T Blinder / Shoe Cover
22	Blankets
23	Curtain Large
24	Curtain Medium / Small
25	Bed Cover
26	Mattress Cover
27	Any other linen

# 8. Indicative list of Hospital linen in District Hospitals

<u>S.No.</u>	Indicative list of	Purpose	Dosing/Kg	Preferred
	Laundry Chemicals			<u>Make</u>
1	Liquid Emulsifier	For removing stain – Blood, pus, oil, and dust	2-4 ml	Altantic Care Chemicals /
2	Liquid / Powder Detergent	For daily cleaning purpose	3-6 ml 6-8 gm	Just Go Eco / Mudra
3	Alkaline booster	For synergistic activity of the detergent	3-4 ml	General Trading LLC
4	Oxygen Bleach liquid	For removal of stubborn stains of blood & betadine.	2-6 ml	
5	Liquid spotter	For removing tuff stains.	As per spot	
6	Liquid Neutralizer	For neutralizing the effects of harmful chemicals in the water during rinsing.	2-3 ml	
7	Liquid Softener	For maintaining the softness of the fabrics	4-6 ml	

# 9 Detailed List of Laundry Chemicals

#### • <u>Service Providers are required to use the above mentioned chemicals through usage</u> of dosing pumps for the following benefits:

- Better fabric cleaning quality
- Better maintenance of laundry equipment's to avoid breakdown of the services
- To maintain zero infection level of the fabric so as to avoid hospital acquired infection.
- For zero discharge of hazardous chemicals .
- For better patient safety

# • <u>Service Providers are required to produce the following certificates from the chemical firm for consumables used for washing:</u>

#### **Certificates**

- VEGAN FRIENDLY
- 1) GOTS version 5
- 2) Zero Discharge Hazardous Chemicals (ZDHC)
- 3) US EPA safer choice programe
- 4) SCIL Full Green Circle (72%)
- 5) TOX Lab Washington, DC

## Laundry chemicals specification for District hospitals laundry usage

1) Completely free from Diethalanomine (DEA), AEPO, NPO, Glycolethers, Petroleum based Surfactants, phosphates, Sodium hydroxide, Terpenes, EDTA, STPP or any such Toxic Chemicals, which are harmful for patients.

2) Capable of removing stains and metal oxides from fabrics and protects from linen rancidity. Non surfactants based (polyhydric alcohol) products safe to discharge.

3) Free from agro waste.

4) Reduce BOD (Biochemical Oxygen Demand), COD (Chemical Oxygen Demand) in effluents.

5) Replacing chlorine from laundry.

6) Laundry Chemicals not contains explosive chemicals like (H2O2 )hydrogen peroxide and Chlorine

7) Laundry Chemicals should not contains synthetic surfactants, phosphates or phosphonates inorganic alkali like CAUSTIC SODA, SODA ASH, SYNTHETIC PERFUMES, Alkyl phenolethoxylates, Chlorine bleach / sodium hypo chlorine, Diethalanomine (DEA), NP6 & NP9, Petroleum based ingredients, sodium hydroxide, triciosan, EDTA, STPP.

8) Preferred makes of the chemicals to be used like Altantic Care Chemicals / Just Go Eco / Mudra General Trading LLC.

9) Use renewable resources such as plant based surfactants, (methyl ether sulphonates) bio based solvents from citrus, seed, vegetables oils, natural perfumes from essential oil.

- 10) Low VOC contents Bio Degradable products
- 11) Low flammability e.g. flash point >200 degreeF.
- 12) Safe to skin and discharge
- 13) Zero discharge hazardous chemicals.

## 10 STANDARD OPERATING PROCEDURES 1. SOP for frequency of change of linen

Depending upon category of linen frequency of change of linen (Responsibility of the Hospital) should be as following:

Type of Linen	Item	Least frequency of change
Conoral Promoco linea	Drapes / Curtain	fortnightly
General Purpose linen	Table cloth	twice a week
	patient pajamas, shirts,	
	gown, coats etc. worn by	
Patient Linen	patients	Daily
		3 <sup>rd</sup> days for single user /
	Blanket	cleaned for new IPD patient
Bed Linen	Bed sheet / pillow cover	Daily
	Pajamas, kurtas, gowns,	
	coats, shirts etc. worn by	
OT Laboration	surgeons, anesthetist's, OT	
OT, Labor room , Procedure room linen	personnel's	Daily
r rocedure room men	Surgical, gowns, caps, masks	Daily
	Trolley covers, OT towels	Daily
	Cut Sheet / Draw Sheets	Cleaned after each used
Isolation Room Linen /		
Infected Linen		
(Hepatitis B, AIDS		
and other		
Communicable		
Diseases)	All related linen	Daily

Above mentioned frequency is least frequency for change of linen. However, depending upon use and conditions, frequency can be increased due to soiled (blood, pus, urine, vomit etc) / infected linen.

# 2. SOP for segregation of linen

Segregation of linen is done at source as per below mentioned categories:

Safe Handling of used linen			
Linen must be handled and segregated as follows in different colour coded			
bags:			
Bag Colour Linen Type			
Black	Dirty linen		
Green	Soiled linen		
Yellow	Infected linen		

There should be minimal handling of infected linen and if it is to be handled, Personal

Protective Equipment (PPE) should be used by the handlers.

#### 3. SOP for collection of linen and internal transportation of linen:

Every morning, the Laundry attendants shall go to different areas and collect the dirty linen in above mentioned bags in linen transport trolleys. There must be separate trolleys for transporting clean and dirty linen. The trolley used for transporting dirty linen should have three compartments for carrying dirty linen in one, soiled in the second & infected in the third. **At no point of time should the linens get mixed**.

Whenever the attendant collects the linen, the number of different types of linen items received is entered in the record by the Sister I/C of the concerned area. A separate register has to be maintained in different areas for the same. **Linen transport trolleys should be closed.** 

## 4. SOP for washing of linen:

**Soiled & Infected Linen:** Sluicing is carried for removing heavy soil by putting the linen in the sluicing machine. The linen is treated with hot water and for stain removal & disinfect chemical (bleaching powder) are used depending upon the type of stain.

At 65 degree Celsius the wash cycle is for minimum ten minutes.

At 71 degree Celsius the wash cycle is for minimum three minutes.

After rinsing the sluiced linen is wash as normal. If sluicing machine is not available, then it can be done manually after using proper Personnel Protection Equipment (PPE).

**Dirty Linen:** Dirty linen (non infected linen) is to be washed in the first batch Before washing linen should be weighed and each batch should weigh less than or equal to the established guidelines of the washing machine.

Water temperature should be checked on daily basis, if not as per requirement the same is to be reported to the Hospital administrator for further action.

# 5. SOP for drying and extracting

a. Purpose is to remove the excess water from the washed linen.

b. Ensure weight of the batch of linen is as per the guidelines provides for the extractor.

c. The dryer enables to remove moisture from the linen, at set temperature.

d. Ensure that the dryer is working as per standards and the heat generated is accurate.

e. Each and every piece of linen should be checked for damages, and damaged pieces should be informed and handed over to the authorized official for laundry services.

# 6. SOP for mending of linen

i. After washing and drying of the linen, linen with minor defects or which needs repair is segregated.

ii. Linen with minor defects will be sent to the tailor for mending and repair.

iii. Laundry In charge will receive the linen with major defects (after wash and will separately store it for future condemnation as per hospital policy & simultaneously he will stock out such linen from the stock.

# 7. SOP for ironing

Bed sheets, draw sheets, pillow covers, patient cloths, staff uniforms, table cloths, hand towels etc. are to be ironed through the flat work iron.

#### 8. SOP for distribution of linen:

The **clean linen items are packed (Paper envelop)** and stored in the central storage area before distribution. The clean linen is issued to user departments in the linen transport trolleys on the basis of indent raised by the nursing in-charges. This linen is stored in the sub store room of the user department.

Record of linen issued is maintained by the central store and record of linen received is maintained by respective sister in-charges.

# **11. Format of Financial Bid**

# Priced Activity Schedule

# (Not to be filled here otherwise bids will be declared non-responsive as it is only for information)

S. No.	Schedule No.	Name of the Hospital	No of Beds	Unit rates per bed per month (INR)	Total cost of Hospital per month (INR)
			(A)	(B)	(A) X (B)
1		SBD District Hospital (Male) Saharanpur	320		
2		District Hospital (Female) Saharanpur & MCH Wing Saharanpur	220		
3		District Hospital (Male), Meerut	309		
4		District Hospital (Female) Meerut & MCH Wing Meerut	216	Don't	fill her
5		District Hospital (Female) MuzaffarNagar & MCH Wing MuzaffarNagar	200		
6	1	M.M.G. Chikitsalaya, Ghaziabad (Dist hosp, Male, Ghaziabad)	166		
		Total cost of Schedule 1 (In figure) (In Word)			
7		District Hospital (Male) Bareilly	350		
8		District Hospital (Male) Moradabad	260		
9		District Hospital (Male) Rampur	180		
10		District Hospital (Male) Badaun	234	Don't	fill her
11	2	Pt. Deen Dayal Upadhyay Joint Hospital Aligarh	220	Don	
		Total cost of Schedule 2 (In figure) (In Word)			
12		Dr. B.R. Ambedkar Combined Hospital (Male) Etawah	254		
13		District Hospital (Male), Agra	128		
14		District Hospital (Female) Agra & MCH Wing Agra	268	Don'i	: fill her
15		District Hospital (Male) Mainpuri	100		
16	3	Vrindavan Hospital Mathura	110		
		Total cost of Schedule 3 (In figure) (In Word)			
17		UHM Hospital Kanpur Nagar	465		
18		A.H.M. Mahila Chikitsalaya, Kanpur Nagar	185		
19		District Hospital (Female) Unnao	82		
20		District Hospital (Combined) Kannauj	105		a
21		District Hospital (Male) Hamirpur	70	Don't	fill her
22		District Hospital (Male) Banda	160	~~~~	
23	4	District Hospital (Male) Jhansi	220		
		Total cost of Schedule 4 (In figure) (In Word)			

		Veerangana Jhalkari Bai Mahila Chikitsalaya,			
24		Lucknow	100		
25		Veerangna Avanti Bai Hospital Lucknow	226		
		Dr Shyama Prasad Mukherji Hospital			
26		Lucknow	471		fill here
27		Balrampur Hospital Lucknow	756	Don	, 112-
		Lokbandhu Raj Narayan Sanyukt Chikitsalaya,			
28		Lucknow	300		
29	5	Rani Laxmi Bai Sanyukt Chikitsalaya, Lucknow	110		
29	J		110		
		Total cost of Schedule 5 (In figure) (In Word)			
30		District Hospital (Male) Faizabad	220		
31		Shri Ram Chikitsalaya, Ayodhya, Faizabad	106		
32		District Hospital (Male) Gonda	214		
		Mahatama Jyotibha Phule Hospital	•	Don't	fill here
33		(Combined) Ambedkar Nagar	200		
34		District Hospital (Male) Sultanpur	226		
	_	District Hospitals (Female) Raebareilly & MCH			
35	6	Wing Raebareilly	221		
		Total cost of Schedule 6 (In figure) (In Word)			
20		District Hospital (Combined) Jaunpur	189		
36		TB Sapru Hospital Allahabad			
37		District Hospital (Female) Allahabad & MCH	199 242		
38		Wing Allahabad	242	Don't	fill here
39		Pt Deen Dayal Upadhyaya Hospital Varanasi	250		
40	7	S.S.P.G. Chikitsalaya, Varanasi	316		
•		Total cost of Schedule 7 (In figure) (In Word)			
41		District Hospital (Male) Gorakhpur	305		
42		District Hospital (Combined) Kushinagar	130		and hore
43		District Hospital (Male), Azamgarh	212	Don't	fill here
-		District Hospital (Female) Azamgarh & MCH			
44	8	Wing Azamgarh	224		
		Total cost of Schedule 8 (In figure) (In Word)			