

REQUEST FOR PROPOSAL(RFP) DOCUMENT

**ISSUED FOR OUTSOURCING OF HOUSEKEEPING SERVICES FOR
ASSAM CANCER CARE FOUNDATION(ACCF)**

RFP No: ACCF/Housekeeping/20-21/10

Dated: 24th Nov 2020

ASSAM CANCER CARE FOUNDATION

3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital,

Guwahati – 781022, Assam Ph: +91-90852 02020

www.assamcancercarefoundation.org

procurement@accf.in

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Notice Inviting Proposal

(NATIONAL COMPETITIVE BIDDING)

RFP Ref No: ACCF/Housekeeping/20-21/10

Date: 24.11.2020

ONLINE PROPOSALS ARE INVITED BY UNDER SIGNED FROM ELIGIBLE PARTIES (SERVICE PROVIDERS) VIDE THIS TENDER TO SELECT AND ENGAGE MOST SUITABLE OF THEM TO CARRY OUT MECHANISED HOUSEKEEPING SERVICES AT ASSAM CANCER CARE FOUNDATION (ACCF) UNITS ON OUTSOURCING BASIS FOR A PERIOD OF 36 MONTHS.

Sl. No	Description of Goods/Services/ Work	EMD(INR)
1	Housekeeping Services to be provided at ACCF Units	Rs 2,00,000/- per quoted hospital

Calendar of Events

RFP Schedule	
Date of issue of the RFP	24 th Nov 2020
Pre-Bid Meeting	1 st Dec 2020 at 4PM at ACCF Office/ Teams (ID will be published in ACCF Website www.assamcancercarefoundation.org On 30 th Nov 2020 at 15:00 PM
Last Date and Time of Bid submission (Online) (Technical & Financial bid)	15 th Dec 2020 till 15:00 Hrs PM
Bid Opening Date (online & offline opening)	15 th Dec 2020 at 15:30 Hrs
Last date and time of submission of physical Key documents (Financial & Technical Proposal online). Financial to be submitted online only. Key documents required in Hard copies in Technical bid.	15 th Dec 2020 till 17:00 Hrs

Address for Communication	ASSAM CANCER CARE FOUNDATION 3rd floor, V.K. Trade Centre, G.S. Road, Opp. Down Town Hospital, Guwahati – 781022, Assam Ph: +91- 8959540828, E: procurement@accf.in W: www.assamcancercarefoundation.org
RFP Processing Fee (non- refundable)	Rs 5,000/- (Rupees Five Thousand) only in the form of Demand Draft/NEFT/RTGS in favour of “Assam Cancer Care Foundation” Account No. 37754113832, IFSC: SBIN0003030

For ACCF, Guwahati
S/d
Director

Note:

The above timelines are indicative, and the Client reserves the right to change the timelines at its own discretion.

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Disclaimer

- (1) This **Request for Proposal** (RFP) is issued by Assam Cancer Care Foundation (ACCF) (herein after called as the “**Client**”) for the purpose of selection of a suitable Agency (i.e. service provider) to undertaking the housekeeping services related to the Project as specified in this RFP.
- (2) The information contained in this RFP document or information that may be subsequently provided to the interested applicants (“**Bidder**”) in documentary or any other form by or on behalf of Client or any of their authorized employees or advisers or representatives, would be subject to the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
- (3) This RFP is neither an agreement nor an offer by the Client to the prospective Bidder or any other person. The purpose of this RFP is to provide Bidders with information that may be useful to them in the formulation and submission of their Bids pursuant to this RFP.
- (4) This RFP includes statements, which reflect various assumptions and assessments made by the Client in relation to the Scope of Services contemplated in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder/Applicant may require.
- (5) This RFP may not be appropriate for all persons, and it is not possible for the Client and its employees, advisor or consultant to consider the objectives, technical expertise and particular needs of each party who needs or uses this RFP.
- (6) The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or entirely correct. Each prospective Bidder should, therefore, conduct its own enquiries and analysis to check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.
- (7) Information provided in this RFP to the Bidder is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- (8) The Client, its employees, advisers, and representatives 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, reliability or completeness of this RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way in this pre-qualification/shortlisting process.

- (9) This RFP and the information contained herein are to be used only by the person to whom it is issued and it is not transferable. It shall not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors). Even in the event the recipient does not continue with its involvement in the Project in accordance with this RFP, the confidentiality obligations under this RFP or Definitive Agreement shall continue to be binding on and adhered to by the Bidder/Applicant.
- (10) The Client also accepts no liability of any nature whether resulting from negligence or otherwise, however caused, arising from reliance of any Bidder upon the statements contained in this RFP. Further, nothing in this RFP shall confer a right upon the Bidder to claim for compensation, damages, extension of time for performance of its obligations, or for termination of the Contract.
- (11) The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.
- (12) The issue of this RFP does not imply that the Client is bound to award the Contract to any Bidder or to engage any Bidder, as the case may be, and Client reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.
- (13) This RFP does not purport to contain all the information that the Bidders or any authorized person acting on their behalf would require towards preparation and/ or submission of the Bid. The information contained in this RFP does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice. The Client shall not be liable for any costs, expenses, however so incurred by Bidders in connection with the preparation and submission of the Bids, including but not limited to, costs associated with attending meetings for clarifications, Site inspection and visits, irrespective of the ultimate result of the bidding process (including without limitation the annulment of the bidding process by the Client). No Bidder shall be entitled to either claim for any cost or expense or seek extension on the grounds that insufficient information was given in the RFP and the Bidder was not conversant with the conditions prevailing at the Site, irrespective of inspection of the Site, or that during the course of performance of services he encountered difficulty.
- (14) The Client reserves the right to amend the RFP and any information contained herein at any time after the issue of the RFP and prior to the due date of submission of the Bid/proposal by issuing a corrigendum notice both in the **e-Tender portal and website of the Client**. No communication in whatever form shall be construed to be a part of, or supersede the RFP unless the amendment is issued in form of a corrigendum notice by the Client.

- (15) Nothing in this RFP shall be relied upon as, a promise or representation as to the Client's ultimate decision in relation to the subject matter of this RFP or with respect to the award of the Definitive contract or otherwise. The Client expects to evaluate and select a Party for the execution of the proposed Services in accordance with the RFP and on the basis of Bids submitted. The Bidder(s) shall not, therefore, assume that they will have an opportunity to revise their Bids following submission, except as provided in the RFP. However, the Client reserves the right to update, supplement, withdraw or amend the procedures (including the timetable) relating to the bidding process and/or any information contained herein, reject any, or all, of the Bids, not to invite any Bidder to proceed further, not to furnish a Bidder with additional information nor otherwise to negotiate with a Bidder in respect of the Projects/Services at any time.
- (16) Each Bidder is prohibited from any form of collusion or arrangement with another Bidder (or its advisors or consultants) in an attempt to influence the award process. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee of the Client or to any other person in a position to influence the decision of the Client for showing any favour or forbearing any action in relation to this Bid or any other contract, shall render the Bidder to such liability/penalty as the Client may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
- (17) The Bidders are prohibited from giving or offering any gift, bribe or inducement and any attempt to any such act on behalf of the Bidder towards the Client or any of its respective professional advisors, affiliates, directors, employees, agents or representatives for showing any favour in relation to the RFP or the process set out herein, shall render the Bidder to such liability and penalty as the Client may deem proper, including but not limited to immediate disqualification and exclusion from the process contemplated hereunder.
- (18) The RFP and all the Bidder(s) participating in the Tender process shall be governed by the laws of India, without having regard to the principles of conflict of laws. The courts at Guwahati, Assam shall have exclusive jurisdiction in relation to any disputes arising from this RFP. However, nothing herein contained shall limit the rights of the Client, to initiate legal proceedings, before any other court having jurisdiction under the applicable laws.
- (19) The Bidder shall be deemed to have fully understood the Scope of Services provided by the Client in a manner which enables it to sufficiently define all the main elements necessary for the purpose of providing a lump sum Contract Price.

1. Definitions & Abbreviations

1.1. Definitions

The terms used in this **Request for Proposal** shall have the meaning specified herein below:

- (a) **“Bid” or “Proposal”** means the documents or the submissions in their entirety comprised in the bid submitted by a Bidder/Applicant in response to the RFP in accordance with the provisions hereof;
- (b) **“Bid Date”** means the last date submission of the hardcopy of the Bid, as specified in the Calendar of Events;
- (c) **“Bidder”** shall mean an entity participating in the bidding process under and in accordance with this RFP; The Bidder is also called as the **“Applicant”**.
- (d) **“Change in Law”** means the occurrence of any of the following after the Bid Date:
 - (i) the enactment of any new Indian law;
 - (ii) the repeal, modification or re-enactment of any existing Indian law;
 - (iii) the commencement of any Indian law which has not entered into effect until the Bid Date; or
 - (iv) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; but does not include a Change in Taxes;
- (e) **“Change in Taxes”** shall mean any change in the rates of any of the Taxes that have a direct effect on the offered price after the Bid Date;
- (f) **“Client”** shall mean the Assam Cancer Care Foundation;
- (g) **“Contract Price”** shall mean the Price agreed as per the contract for the complete Scope of Services;
- (h) **“Government Instrumentality”** means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the Services or obligations of the Service Provider under or pursuant to this RFP;
- (i) **“Letter of Award” or “LOA”** means the award letter sent by the Client as written confirmation that the bidder/applicant has been successful and awarded the contract.
- (j) **“Project”** shall mean the installation and provisions of the Services to the Service Receivers at the Sites by the Service Providers in accordance with the RFP and the Definitive Agreements;
- (k) **“Scope of Services”** shall mean the scope of services required to be provided by the Service Provider under the Definitive Agreement, including as specified in Section- III of this RFP;
- (l) **“Service Provider”** shall mean the successful bidder with whom a Letter of Award is issued and the contract is awarded by the Client pursuant to the process as per this RFP;
- (m) **“Specific Conditions”** shall mean the Specific Conditions of Contract;

- (n) **"Taxes"** means any Indian taxes including excise duties, customs duties, value added tax, sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Services charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income
- (o) **"Concluded Contract"** means the written duly signed agreement entered into between ACCF and the Service Provider, together with all the documents mentioned therein and including all attachments, annexure, etc. , therein.
- (p) **"Service Provider" or "Agency"** means the successful Bidder selected for execution of contract for housekeeping services.
- (q) **"Day"** means calendar day.
- (r) **"Earnest Money Deposit"** (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a Tenderer along with its Tender.
- (s) **"Housekeeping Services"** means services to be provided by the agency as per the scope defined in this document
- (t) **"Hospital Administration"** means Hospital Administration Division of State Cancer Institute, Guwahati.
- (u) **"Services"** means the scope of work together with articles, material, consumables, instruments, machinery, equipment etc. which the Agency is required to deliver at the Health Facility (ies) under the contract.
- (v) **"Performance Security"** means monetary or financial guarantee to be furnished by the successful Bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (w) **"Applicants" or "Bidders"** means the eligible entities hose have submitted proposals/bids in response to the RFP in the manner prescribed.

1.2. Abreviatives:

- (i) **"BG"** means Bank Guarantee
- (ii) **"GST"** means Goods and Services Tax
- (iii) **"SCC"** means Special Conditions of Contract
- (iv) **"GIT"** means General Instructions to Tenderer/bidders
- (v) **"NIP"** means Notice Inviting Proposal.
- (vi) **"BMW"** means Bio-Medical Waste
- (vii) **"MWA"** means Minimum Wages Act
- (viii) **"PBG"** Performance Bank Guarantee
- (ix) **"ACCF"** means Assam Cancer Care Foundation
- (x) **"SCI"** means State Cancer Institute, Guwahati
- (xi) **"EMD"** means Earnest Money Deposit

SECTION -I

(About ACCF)

2. About ACCF

- 2.1 Tata Trusts have signed an MoU with Government of Assam (“GoA”) to optimally plan, design and implement a distributed hierarchy of cancer care facilities. The distributed care model was conceptualized by the Trusts and the Government of Assam to create patient-centric cancer institutions to deliver standardized and affordable care closer to patients’ homes (hereinafter referred to as “Program”). The Program is expected to benefit 50% of cancer patients in Assam by 2021. Currently, one apex hospital handles a cancer patient’s journey end-to-end. Smaller centres in different regions, interlinked with the apex centres, are proposed to be set up to handle diagnosis and care, and to shift load away from apex hospitals. This will bring high-quality cancer care closer home for patients and reduce their financial burden. Infrastructure development is being supplemented with plans to develop trained human resources, awareness and prevention programs, and a unified technology platform to deliver high-quality care.
- 2.2. The Program is being implemented through a special purpose vehicle called Assam Cancer Care Foundation (“ACCF”). ACCF is a company registered under Companies Act, 2013 with license under section 8(1) of the Act. The registered office is situated in Guwahati, Assam. Assam Cancer Care Foundation is a joint partnership between the Government of Assam and Tata Trusts. It was set up in December 2017 to create a first-of-its-kind, three-level cancer grid in the state.

SECTION -II

(Instruction to Bidders)

3. Scope of the RFP

- 3.1. Proposals are invited from eligible parties (i.e. Service Providers) those are interested to provide required services as detailed under the “**Scope of Services**” in this RFP.
- 3.2. **Site Visit:** Interested firms are advised to visit the Hospital sites to have the onsite assessment of the work, during office hour (i.e. 10:00 AM to 5:00 PM) on any working days, duly informing the Client. It is desired that prospective bidder should do prior assessment before participating in the bidding process. Client shall not be responsible for any wrong assessment.
- 3.3. **Commencement of Services:** The Service Provider should commence the Housekeeping services within 30 days of signing of contract or any other date mutually agreed by both the parties at the time of signing of agreement
- 3.4. **Contract period for Services under the Service Order:** The contract shall come into effect on the date of signing by both the parties. The contract shall be valid for a period of 36 (Thirty-six) months from the date of commencement of services. The contract can be extended for another 6 Months on the same terms and conditions subject to mutual acceptance of both the parties
- 3.5 **Project Locations or Sites**

It is proposed that Services are to be provided at the below mentioned locations (“**Sites**”):

S.No	Hospital attached to the entity	Location of the hospital	Tentative Start Date
1	Assam Cancer Care Foundation (ACCF)	Barpeta	May'21
2		Silchar	Dec'21
3		Dibrugarh	Aug'21
4		Tezpur	Apr'21
5		Lakhimpur	Jun'21
6		Jorhat	June'21
7		Kokrajhar	Aug'21
8		Darrang	Oct'21
9		SCI Phase 1	Jan'21
10		SCI Phase 2	May'22
11		Diphu	Jul'21

Proposed Clinical Services at different hospitals:

Services	SCI, Guwahati (Apex)	Dibrugarh (L1)	Barpeta, Diphu (L2)	Silchar (L2)	Tezpur, Lakhimpur, Jorhat, Darrang, Kokrajhar (L3)
OUT PATIENT					
OPDs	40 +	18	18	18	10
DMG	Yes	Select	No	No	No
Joint Clinic	Yes	Yes	Yes	Yes	Yes
Procedure Room	Yes	Yes	Yes	Yes	Yes
Emergency	Yes	Yes	Yes	Yes	Urgent Care
Physiotherapy	Yes	Homecare	Homecare	Homecare	Homecare
DAY CARE					
Chemo therapy	84	43	43	43	30
Palliative	0	0	0	0	8
Day care	10	4	4	4	0
IN PATIENT					
ICU	38	21	21	21	0
Beds	200	82	48	48	0
BMT	8	8	0	0	0
Radioactive Iodine	3	0	0	0	0
Palliative	14	8	5	5	0
TOTAL BEDS	347	185	135	135	40
TREATMENT					
OT (Nos.)	8	4	3	3	0
Minor OT (Nos.)	3	2	2	2	Only with Brachy
DSA Lab (Nos.)	1	0	0	0	0
LINACs (Nos.)	3 rooms	3	2	2	2

Bracytherapy	1	1	1	1	1
CT Simulator	2	1	1	1	1
Academics	Yes	No	No	No	No

SCI Guwahati which is 194 bedded hospital (60000 sq ft-both covered and open area) is already operational. Radiotherapy blocks at AMCH-Dibrugarh (already started), SCI-Guwahati, Barpeta and Tejpur are going to start very soon. Winning bidder for locations specified as above shall also provide housekeeping services at the corresponding Radiotherapy blocks.

4 Eligibility Criteria

- 4.1. The Bidder must be an entity registered under applicable rules(laws) in India. Only sole bidders are allowed to participate in the bid. Consortium applicants are not allowed to participate.
- 4.2. The Bidder must have achieved minimum average annual turnover of Rs. 20 crores during last three financial years (2017-18, 2018-19 and 2019-20).
- 4.3. The bidders should have positive net worth as on 31st March 2020
- 4.4. The Bidder should be registered under relevant statutes including Income Tax Act, GST Act, EPF Act, Contract Labour (Regulation and Abolition) Act, 1970, etc.
- 4.5. The Bidder should have executed work of similar nature, for any Government hospital/ Large Corporate Hospital/State government tourism hotels/India Tourism development hotels/ Airports/Railways/University/malls.
- 4.6. The bidder should have executed atleast one single order of cumulative annual value of more than or equal to Rs. 1 Crores in each of the last three financial years (i.e. 2017-18, 2018-19 and 2019-20). The bidder shall submit client satisfactory certificates issued from client (s) along with copy (ies) of work orders.
- 4.7. The bidder should have experience of providing similar housekeeping service for any 200 bedded hospitals for atleast one year prior to due date of bid submission.
- 4.8. The Bidder should not be blacklisted either by the Client or by any of the government or semi-government organization, Public Sector Undertakings, Urban Local Bodies and which is time being in force.
- 4.9. The bidder should have a clean track record for last five financial years starting from 2015-16. The Bidder should not have abandoned any project or assignment on its own Account or none of its project has been terminated (premature) by the client due to failure in performance during that period.
- 4.10. The proposals submitted by only those parties who fulfilling the Eligibility Criteria as mentioned in this RFP, shall be considered for further evaluation.
- 4.11. Bidder shall submit documentary evidence against each of the Eligibility Criteria. Insufficient documentary evidence in support of the eligibility criteria shall not be considered for evaluation.

- 4.12. The decision of the organization regarding eligibility would be final and binding on all Bidders. Client may seek clarifications from Bidders for satisfying itself with respect to the documents and submissions by the Bidders on the Eligibility Criteria.

5. Bidding Process:

5.1. Processing Fee:

- 5.1.1. Bidders shall pay the processing fee of Rs. 5,000 (Rupees Five Thousand only) by way of Demand Draft/NEFT/RTGS in favour of "Assam Cancer Care Foundation" Account No. 37754113832, IFSC: SBIN0003030. GST No. of ACCF is: 18AAQCA2897N1ZP. Non-submission/payment of processing fee in the manner prescribe shall render the bid liable for rejection.

5.2. Bid Security:

- 5.2.1. The Bidder shall submit, as part of its Bid, an amount towards Bid Security as specified below. Per each quoted location EMD is Rs. 2 Lakh and shall be cumulative amount for more locations, if quoted.

Sl. No	Name of Services	Bid Security(EMD) (Rs)	Processing Fee (Rs.)
1	Housekeeping Services	Rs. 2,00,000 per each location quoted.	5,000

Explanation: The bidder is at the liberty to quote one or more locations of its choice and the EMD amount shall be multiple of the number of locations quoted. *(Example if the bidder intends to quote (participate) for three locations then the EMD shall be Rs 2.00 Lakh x 3= Rs 6.00 Lakh)*

- 5.2.2. The Bidder shall furnish, as part of its Bid, a Bid Security. The Bid Security shall be in favour of the Client in one of the following forms:
- Online transfer through RTGS/NEFT in favour of "Assam Cancer Care Foundation" Account No. 37754113832, IFSC: SBIN0003030
 - DD in favor of Assam Cancer Care Foundation payable at Guwahati
 - Bank guarantee from any nationalized / scheduled commercial bank in India (A written confirmation in the bank's letter head confirming the authenticity of the Guarantee shall be furnished along with the Guarantee).
 - Fixed Deposit Receipt issued by any nationalized /scheduled commercial Bank in India or a foreign bank approved by R.B.I., acceptable to the Client.

- 5.2.3. Bid Security shall be valid for 180 calendar days from the last date of Bid submission as specified in NIP.
- 5.2.4. Unless there is any challenge against the bidding process in any court of law, the Bid Security of unsuccessful Bidders will be returned within 30 working days from award of Contract.
- 5.2.5. The Bid Security of the successful Bidder will be released only when the Bidder has signed the Contract and furnished the requisite Performance Security.
- 5.2.6. The Bid Security may be forfeited
- a) If the Bidder withdraws the Bid after Bid opening during the period of Bid Validity;
 - b) If the Bidder does not accept the correction of the Bid Price, pursuant to correction of errors; or
 - c) In case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i) Sign the Agreement; or
 - ii) Furnish the required Performance security.
 - iii) The bidder fails to perform the contractual obligations during the currency of the contract.
- 5.2.7. Any Bid not accompanied by an acceptable Bid Security and not secured as indicated in the RFP - Client retains the right to reject the Bid in summary.

5.3. Withdrawal and Revision of Bid

- 5.3.1 Bidders can withdraw and(or) resubmit the bid any time prior to due date for submission of Bid. In case of resubmission, the latest bid shall stand.
- 5.3.2 No Bid shall be modified after the deadline for submission of Bid. Withdrawal of Bid any time after due date of submission and within the period of bid validity shall result in forfeiture of EMD.

5.4. Multiple Bid

- 5.4.1. Each Bidder, shall submit only one Bid (for single or multiple locations) in response to this RFP. If a Bidder submits more than one Bid that all the bids/proposals submitted by it directly or indirectly shall be liable for rejection.

5.5. Content of the RFP Documents

- 5.5.1. The RFP Document contains following details:

Particulars	Section
About ACCF	I
Instructions to Bidders	II
Scope of Services	III
Conditions of the Contract	IV
Forms & Formats	V

- 5.5.2. The Bidder is expected to examine carefully all Bid Documents. Failure to comply with the requirements of the Bid Documents shall be at the Bidder's own risk. Bids, which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

5.6. Pre-bid Meeting

- 5.6.1. The Client may call for a Pre-bid meeting to discuss and clarify any issues related to RFP provisions including terms and conditions.
- 5.6.2. Prospective bidders may also send their queries, if any, atleast 2 days prior to pre-bid meeting date vide Email at procurement@accf.in. Client shall issue necessary clarifications and amendment, if any, to the RFP documents. Such clarifications / amendments shall be uploaded on the website <https://accf.procure247.com> and www.assamcancercarefoundation.org. Telephonic queries are strictly prohibited.
- 5.6.3. The mode and other details of pre-bid meeting will be intimated separately.

5.7. Amendments or Changes in RFP Documents

- 5.7.1. The Client may at any time before the deadline for submission of Bids, amend or modify the provisions and other terms and condition as stipulated in the RFP document by issuing addenda or corrigendum, suitably.
- 5.7.2. Any addendum or corrigendum thus issued shall be a part of the RFP Documents and shall be communicated in such form and manner as may be decided by the Client.
- 5.7.3. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Client, at its discretion, would extend as necessary the deadline for submission of Bids.

5.8. Bidding Method

- 5.8.1. Single-Stage and Two-Bid system (i.e. Technical & Price/financial Bid) of bidding shall be followed, where the bidders are required to prepare both technical and price bid separately to be submitted at the same time within due date.
- 5.8.2. Language of the Bid: All documents relating to the Bid shall be in the English Language only.

5.9. Alternative Bid by Bidders

- 5.9.1 The Bidders shall submit Bid that fully comply with the requirements of the Bid Documents. Conditional Bids or alternative Bids will not be considered further in the process of evaluation and will be deemed to be unresponsive.

5.10. Content of Technical Bid

5.10.1. Part A of the Technical Bid/Proposal shall consist of following documents:

- (a) Covering Letter as per **Annexure-1** giving details of quoted locations and their priority, along with
- (b) EMD (Bid Security) and Processing Fee Instrument or Payment proof.
- (c) Declaration as per **Annexure-2** (Non-conviction and non-blacklisting)
- (d) Documentary evidence conforming to eligibility as per **Annexure-3**.
- (e) Signed Copy of the RFP document
- (f) Turnover Certificate issued by Chartered Accounts as per **Annexure-4**
- (g) Staff Details as per **Annexure-5**
- (h) Performance Statement as per **Annexure-6**
- (i) Details of EMD Deposited as per **Annexure-7**
- (j) Bidders Profile as per **Annexure-11**
- (k) Power of Attorney document/instrument in favour of the Authorised Signatory or the Board of Directors resolution (in case of Company) authorizing the signatory for signing the Bid.
- (l) Certificates & Accreditations including ISO (and/or other relevant quality standard), Certificate from National Skill Development Corporation, etc.

5.10.2. In Part-B of the Technical Bid/ Proposal the bidders shall provide write-up clearly describing their understanding and implementation strategy on following areas:

- (a) Overall methodologies and approach to be followed for carrying out the proposed project for successful implementation, operation and management, if awarded.
- (b) Level of mechanization and the list of equipment and tools (along with Make & Brand) planned and committed, if the contract is awarded.
- (c) Measures proposed to assure the quality standard of the materials consumables to be used.
- (d) Detail manpower planning including personnel to be deputed, their qualification, experience in hospital sanitation & hygiene, supervision, etc.
- (e) Management Reporting System (daily, Monthly and Quarterly basis)
- (f) Complaint Redressal System/Mechanism to ensure satisfaction of the patients and other stakeholders.
- (g) Bidders proposed strategy to ensure complete compliance of the SoPs and protocols on the ground.
- (h) Others, if any, the bidder like to convey as part of its plan to successfully executing the contract, if awarded.

5.11. Financial Bid:

- 5.11.1. The Financial Bid should give all relevant price information and should not contradict the Technical Bid in any manner.
- 5.11.2 The Financial Bid will be submitted by the bidder online (only) in the prescribed format available in the e-tender portal (i.e. <https://accf.procure247.com>) . Format of the Financial Bid is given under **Annexure-7** for reference only. The bidder is not required to submit the hard copy of the Financial Bid. Submission of the financial bid in hard copy shall render the bid liable for cancellation.
- 5.11.3 If a bidder is quoting for multiple locations then bidder should submit separate Price bid for various quoted locations. At e-procurement portal, there is facility to upload as many files (in Price bid module) as bidder wants.
- 5.11.4 The price quoted by the bidder shall be inclusive of all possible cost including HR, consumables, machineries, equipment, staff I-Cards, their uniforms etc. The Client (i.e. ACCF) shall pay lump-sum monthly charges at contracted rate to the Agency (Service Provider) for the services rendered after ensuring successful execution of it and which shall also be subject to deductions of penalty, as applicable.
- 5.11.5. No other cost shall be paid or reimbursed to the Service Provider other than the contracted rate as mentioned above. GST, if applicable, shall be paid extra at applicable rate. However, bidder is required to indicate GST component in the financial bid. Comparative analysis of the price bids shall be done inclusive of GST component.
- 5.11.6 The bid inviting entity (i.e. ACCF) reserves the right to cancel the RFP process and decide for a fresh bidding process, if the L1 price is found to be unreasonable by it.
- 5.11.7 The Bidders are encouraged to Bid for all locations wherein preference will be given for bidder who quotes for all location. However, Client retains the right to split the contract at its discretion with respect to the various sites based on bidder competence.

5.12. Bid Language and Currency:

- 5.12.1. Bidders are allowed to prepare and submit their bids/proposal as prescribed only in English language. Bid prepared in any other language shall be liable for cancellation.
- 5.12.2. The bidding currency shall be Indian Rupees (INR). The price bid in any other currency shall be liable for cancellation.

5.13. Bid Validity

- 5.13.1 Bids shall remain valid for a period not less than 180 days from the last date for Bid submission specified in the Calendar of Events.. A Bid valid for a shorter period shall be rejected by the Client as non-responsive.
- 5.13.2 In exceptional circumstances, prior to expiry of the original time limit, The Client may request the Bidders to extend the period of validity with mutual consent. The request and the Bidder's responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting his Bid Security. The Bidder agreeing to the request will not be required or permitted to modify its Bid, but will be required to extend the validity of its Bid Security for a period of the extension, and in compliance with provisions relating to the Bid Security in all respects.

5.14. Signing and Submission of Bid (online & hard copy of key documents)

- 5.14.1 Bidder can quote for one or more locations.
- 5.14.2 The Bidder shall prepare and submit the complete Bid documents in the online portal within due date of submission.
- 5.14.2 All documents/papers should be serially numbered, signed by the bidder on each page before scanning and uploading
- 5.14.3 Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 5.14.4 The Bid shall contain no alterations or additions, except those to comply with instructions issued by Client, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.
- 5.14.5 Online Bids shall be digitally signed as per Class 3 digital certificate by a person or persons duly authorized to sign on behalf of the Bidder
- 5.14.6. The Bidder is required to submit the hard copies of the technical proposal (partially i.e. **key documents**) within due date of submission of the bid. Key documents, as follows, are required to be submitted in hard copies;
 - (a) EMD and Tender Processing Fee (if not paid online)
 - (b) Declaration as per Annexure-2
 - (c) Original Power of Attorney Document authorizing the signatory
- 5.14.7 The bidders can submit Tender Fee/EMD either through online (NEFT/RTGS) or courier or by hand (with acknowledgement) in the address given below. Non-submission of key documents in hard copies within due date and time shall be treated as no-bid and render the bid liable for cancellation.

To
The Head Operations,
ASSAM CANCER CARE FOUNDATION
3rd floor, V.K. Trade Centre, G.S. Road,
Opp. Down Town Hospital,
Guwahati-781022, Assam.

5.15. Bid Opening & Scrutiny

- 5.15.1 ACCF will open all the online Bids received, through application of required digital signature on the date mentioned in Notice Inviting Proposal online or such other date as may be decided by Client at its discretion.

5.15.2. Initial Scrutiny after Bid opening:

- (a) If the cost of the Bidding Document is not there or incomplete, the remaining Bid Documents may be rejected.
- (b) If the Bid Security furnished does not conform to the Amount, Validity Period, Form and the manner as specified in the RFP, the Bid shall be rejected.

5.15.3 Subsequent Assessment Process:

- (a) Location wise bid evaluation shall be made.
- (b) Subsequent to the initial scrutiny of the technical bids, detailed scrutiny of the documents submitted along with the bid with respect to establish the fulfillment of the qualification shall be carried out.
- (c) At this stage all those bids that qualifies or full fill the eligibility criteria shall be short listed for further evaluation to ascertain the technical score the are eligible to be awarded as per the set criteria.
- (d) Only those bidders who secure the qualifying technical score (i.e. **75 marks or above**) shall only be eligible for financial bid opening.
- (e) The date and time of opening of financial bid shall be informed to all such bidders who qualify in technical evaluation.
- (f) In the event, the date of opening as above is declared Govt. holiday, then the bid opening shall be done at the same time on the next working day

5.15.4 The Proposal Inviting Entity (i.e. ACCF) reserves the right to seek clarification on the bids submitted and can ask for additional information/documentary evidence or clarification. Bidder shall be solely responsible for any error made in Technical or Financial bids.

5.15.5 Any effort by a Bidder to influence Client's processing of Bids or award decision may result in the rejection of its Bid.

5.16. Evaluation of Technical Bid & Scoring

5.16.1. Bidders who fulfill the Eligibility Criteria shall be considered for further technical evaluation.

5.16.2. The Technical Evaluation Committee of the Client shall carry out the evaluation and scoring process of all proposals those full fills the eligibility criteria. The technical scope for each bidder shall be determined as per the norms as defined below:

S. No.	Technical Evaluation Parameter	Scoring Pattern			
		Minimum 3 years	>3 up to 5 years	>5 up to 7 years	> 7 years
1.	Total years of experience in the field of handling Housekeeping services (Determined from year of receipt of minimum 1 crore orders) (Maximum Marks = 20 Marks)	5 Marks	10 Marks	15 Marks	20 Marks

2.	Average Annual turnover for last three Financial Years (determined from last three years average turnover certificate duly certified by the Chartered Accountant/ Company Secretary) (Maximum Marks =10 marks)	>= 20 crore -Up to 25 Crore	>25 crores- up to 30 Crore	>30 Crore – up to 40 Crores	> 40 Crores
		2.5 Marks	5 Marks	7.5 Marks	10 Marks
3.	Total number of manpower (Determined from Form 9A EPF& 5a Return of Contribution to ESI) provided by the firm. (Maximum Marks = 05 marks)	Up to 150	151 to 250	251 to 400	>400
		1 Mark	2 Marks	3 Marks	5 Marks
4.	Training, satisfactory work performance certificates (Maximum 30 marks)	Certificate from National Skill Development Corporation	Past & existing project Work performance certificate (2 marks for each completed project of annual contract value more than Rs 50 lakhs)	ISO certification in housekeeping/ cleaning Service	200 bed Hospital or more work experience 1 mark for each project ongoing/c completed
		10 Marks	10 Marks	05 Marks	05 Marks
5	Approach and Methodology (Maximum 35 marks)	(a) Over all methodologies and approach planned for carrying out the project. (5 Marks) (b) Level of mechanization and the list of equipment and tools (along with Make & Brand) planned and committed, if the contract is awarded. (5 Marks) (c) Measures proposed to assure quality standard of materials and consumables to be used. (5 Marks) (d) Detail manpower planning. (5 Marks) (e) Management Reporting System (5 Marks) (f) Complaint Redressal System (5 Marks) (g) Bidders proposed strategy to ensure complete compliance of the SoPs and protocols. (5 Marks)			

5.16.3. The Company (i.e. ACCF) reserves the right to reduce the minimum qualifying scope of 75(Seventy Five) marks up to 65 (sixty five) marks in case a minimum of three bidders fail to secure minimum qualifying marks.

5.16.4. Bidders those who secure minimum qualifying marks as per the technical evaluation shall be eligible for financial bid opening.

5.17. Financial Bid Evaluation and Award of Contract

- 5.17.1 The financial bid of the technically qualified bidders (i.e. bidders scoring minimum qualifying marks) shall be opened in the predetermined date and time. The actual date of financial bid opening shall be communicated to the technically qualified bidders or published in the e-tender portal.
- 5.17.2 Contract shall be awarded to the technically qualified bidder(those have secured the qualifying mark) having lowest financial quote and accordingly issue Letter of Award/ Acceptance inviting for the execution of the contract. ACCF, however, is in no way obliged to award the contract to the least cost Bidder or assign any reason whatsoever for the same. ACCF may also cancel the RFP, if the L1 price as discovered is found to be unreasonable
- 5.17.3. The technically qualified bidder having lowest financial offer (quote) against a particular location(s) shall be award the contract for that location(s). However, no single bidder shall be awarded contract for more than 4 locations (as per priority furnished in the Bid Form).
- 5.17.4 In case a particular bidder is lowest in more than 4 locations, then in the first instant that bidder shall be awarded contract for four locations as per its preference furnished in the Bid Format. In the remaining locations (beyond above four locations) shall be offered and awarded to L2/L3/L4 bidders provided they match with L1 rate, in a sequential manner. and accordingly contract shall be awarded for that location. In case L2/L3/L4 bidders, did not agree to match L1 Price then the contract shall go to L1 bidder, even the total number of locations awarded to it exceeds four.
- 5.17.4 In case of a tie (i.e. equal technical score), bidder having highest technical score shall be awarded the contract.
- 5.17.4 ACCF reserves the right to ask the L1 price from L2/L3/L4.....bidders for keeping fall back option.

5.18. Award and Signing of Contract

- 5.18.1 The Bidder whose Bid has been accepted will be notified of the award by ACCF prior to expiration of the Bid Validity Period by way of issue of a **“Letter of Award”** communicated through email or other means.
- 5.18.2 Within **21 days** of receipt of the Letter of Award, the successful Bidder will furnish the performance security and will sign the Contract (refer **Annexure- 12**) and deliver it to the Proposal Inviting Entity (i.e. ACCF), for acceptance of the same.

- 5.18.3 Upon the furnishing of the Performance Security (as specified in the following para i.e. 5.19) by the successful Bidder, Client will promptly notify the other Bidders that their Bids have been unsuccessful and return the EMD within 30 days..
- 5.18.4 If the successful Bidder fails to execute the agreement and / or to deposit the required security deposit within the specified time or withdraw the bid, after the intimation of acceptance of the bid has been sent or owing to any other reasons unable to undertake the contract, then the contract or the “**Letter of Award**” (when the contract is not executed) will stand cancelled and the EMD as deposited along with the Bid shall stand forfeited by the Bid Inviting Entity (.e. ACCF).
- 5.18.5 In case of any failure by the Agency (i.e. winning bidder) to comply with the provisions of the contract, ACCF reserves the right to award the contract to the next Lowest bidder or any other outside agency and where the differential price shall be recovered (maximum up to PBG amount) from the agency in default that has been awarded the initial contract. In such cases, ACCF reserves the right to forfeit the Performance Security and take any such action, as deemed fit, including blacklisting and debarment from participation in any bidding/tendering process for a period up to 3 years.

5.19. Performance Security

- 5.19.1 Within **21 days** of receipt of the Letter of Award or before signing the contract, whichever is earlier, the winning bidder shall provide to the Proposal Inviting Entity (i.e. ACCF), a Performance Security drawn in the name of Assam Cancer Care Foundation, Guwahati, payable at Guwahati in any of the form given below for an amount equivalent to 5 % (Five p.c.) of the total annual value of the contract including GST, if any.
- (a) Irrevocable Bank Guarantee in favour of ACCF, Guwahati as per the format given under **Annexure-10**.
 - (b) Fixed deposit Receipt Lien marked in favour of ACCF, Guwahati from any Nationalized / Scheduled Commercial bank having branch in Guwahati.
- 5.19.2. Performance Security(s) shall remain valid for a minimum of 45 days beyond the period of the contract. The performance security shall be returned back to the Agency within 45 days of successful completion of all the contractual obligations under the contract.
- 5.19.3 In case of non-performance, negligence and breach of contractual obligation in the part of the Agency (i.e. service provider), the Performance Security Deposit shall be forfeited by ACCF forthwith besides annulment of the contract and other legal recourses available under the law of the land.

5.20. Validity of Contract Price/Price Escalation

- 5.20.1 Contract shall be valid for three years and can be extended for another 6 months based on mutual agreement. The Contract Price (lump sum service charges as per the contract) shall remain fixed & firm for first 1(one) year. This price shall be subjected to an annual increment of 3%. The increment shall be applicable from 13th & 25th months onwards. Apart from the same, no other escalation in terms of pricing would be given to the vendor irrespective of any changes in Statutory Laws, Labour laws or any other cost increase on account of vendor.

SECTION-III

(Scope of the Work)

Scope of the Work

1. Brief Scope of the Work

1.1 Areas Covered:

All open and covered area within the boundary of the Health facility including roof and basement (if any) will be in the scope of housekeeping services to be provided by the contractor.

S.No	Sites	Total Built up area (sqft)	Bedded Facility	Internal Area	External Area		
					Total Land Area (Sq.m)	Foot Print of Hospital, Linac. OWC, RMU and LOP	Remaining Area (Sq.m)
1	Barpeta	2,49,243	135	238541	10702	4168	6534
2	Silchar	2,50,247	152	238541	11706	4168	7537
3	Dibrugarh	2,63,265	182	242395	20870	4168	16701
4	Tezpur	1,03,193	44	89772	13421	2833	10588
5	Lakhimpur	1,04,583	44	89772	14811	2833	11978
6	Jorhat	1,00,033	44	89772	10261	4361	5900
7	Kokrajhar	1,09,999	44	89772	20227	2833	17395
8	Darrang	97,799	44	89772	8027	2833	5194
9	SCI Phase 1	21,797	347	21797	0		
10	SCI Phase 2	3,24,696		324696	0		
11	Diphu	1,15,605	135	115605	0		
	Total	17,40,459	1171	1630435	110024	28197	81827

Above mentioned carpet area may vary up to 20%. ACCF reserves the right to increase or decrease the no. of sites for housekeeping work.

1.2. Services Covered:

1.2.1. Cleaning Services

The main objective is to provide a high level of a neatness, cleaning/dusting, hygienic and presentable look to the entire area. The contractor and his management team will supervise the awarded work. The contractor has to ensure that the staff deployed is

dressed in neat and clean uniform approved by the authority, authority will also monitor the entire work and staff.

1.2.2. Reporting of Damage & Loss

Housekeeping staff shall also inform any breakages/leakages/damage of any asset including building, equipment, furniture and fixtures, etc., forthwith to the nodal officer.

1.3. General Responsibilities of the Agency (Service Provider)

1.3.1 Preparation of Standard Operating Procedures (SOPs), protocols and check list with respect to the cleaning and sanitation service for each area/sections to be covered by it as per the scope and finalization of the same in consultation with the hospital authority.

1.3.2. Preparation of detailed Hospital Biomedical Waste Management Plan and finalization or approval of the same from the hospital authority.

1.3.3. Bring in ***all assets (Tools, Equipment, etc.) or consumables as required to execute the project smoothly*** and efficiently. This shall be covered under its service charges and no separate payment or reimbursement shall be made other than the contracted fee.

1.3.4. Maintain **biometric attendance** with proper record of the person employed/ engaged in connection with the work at the premises of the Health Facility.

1.3.5. Maintaining records of the following:

- a) Record of employees including their bank account number, EPF Account Number etc.
- b) Ward/unit wise duty roster of employees.
- c) copy of contract agreement at each health facility
- d) Vaccination record of the staff.
- e) Stock register of consumables and machines etc.
- f) Record of frequency of cleaning in various wards/units.
- g) Complaint book
- h) logs and checklist.

1.3.6. Ensure compliance of following requirement with respect manpower engagement and discipline:

- (a) Hospitable and polite behavior with patients and hospital staff.
- (b) TT & HBV Vaccination along with Chest X Ray, Blood Test and Vaccination - particularly Hepatitis B etc of all staff needs to be done
- (c) Medical Examination of all deployed staff has to be repeated every year.
- (d) Disciplinary action against HK staff in case of misconduct & Police Verification is mandatory before appointing at site
- (e) Both male and female staff should be posted in areas like wards, ICUs, Casualty and OPD, CCU & Wards (wherever applicable)
- (f) Female patients should be attended by female staff only.
- (g) Immediate replacement of on-leave staff.
- (h) Rotation of staff, if required.

- 1.3.7. Depute personnel (both cleaner and supervisory staff) with adequate training and experience in hospital cleaning and housekeeping. They should have knowledge in use of chemicals, detergents, tools, equipment safely and efficiently.
- 1.3.8. Ensure the Health and Safety measures of the employees, deputed in the project. The Client may also conduct health checkup of the staff deployed at regular intervals at the Agency's cost, if required.
- 1.3.9. Employ adult labour only and they should be physically fit to carry out the assignment as described here. Employment of child labour will lead to automatic termination of the contract. The Agency shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities. The contractor shall be fully responsible for the conduct of his staff and all liabilities (civil and/or criminal) arising out of mis-conduct of staff in any manner whatsoever.
- 1.3.10 Ensure that once the housekeeping staff is allotted an area for cleaning then he or she will be under supervision of the sister I/C/Supervisor/Officer of that area i.e. wards/ OPD/Stores/ Offices etc. and in addition to the instructions issued by the Agency, they have to follow all instructions and orders given by the sister I/C/Supervisor/ Officer. All instruction given by sister I/C/Supervisor/Officer should be considered in the scope of work if it is for the benefit of the patients/hospital.
- 1.3.11 Provide standard liveries to the housekeeping staff deployed by it in the project. The staff shall be in proper uniform of **color navy blue** provided by the Agency but approved by hospital administration with their identity properly displayed, samples of liveries will have to be submitted by the Agency for the approval of the hospital authority
- 1.3.12 Indemnify the contracting entity (i.e. ACCF) against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time. Contracting Entity shall not owe any responsibility in this regard. Payment of minimum wages, as notified by the government from time to time, shall be ensured all the time.
- 1.3.13 Replace the staff deployed by it within 24 hours of reporting of any misconduct or negligence by the hospital authority. Secondly, be responsible for all actions, omissions & commissions of such staff employed by it including but not restricted to Tort, Criminal or Civil recourses available under law of the land.
- 1.3.14 Maintain adequate manpower required in the project to justify the service standard and as proposed by it in the technical bid and also arrange a pool of stand-by housekeeping staff in case of weekly off/leave/absence. The reliever of equal status shall be provided by the contractor from an existing pool of housekeeping staff.
- 1.3.15 Ensure that the person deployed are disciplined and shall enforce prohibition of consumption of alcoholic drinks, Chewing of Betel Leaf (Paan), Betel Nut or any of its variants (Gutkha), Smoking or indulging in time pass activities like Loitering. They should not also engage/ participate in Gambling (in any form) or in any immoral act.

1.4. Service Responsibilities of the Agency (Service Provider)

1.4.1. Services to be provided on daily basis

- (a) Cleaning, scrubbing and disinfecting bathrooms, toilets, wash basins, sanitary fittings, floors etc. of all the areas including wards, ICUs, OT and all other departments at regular intervals on daily basis.
- (b) Cleaning sweeping, mopping with disinfectant stair cases, cabins, lobbies, reception, pantries, kitchen, canteen, CSSD, Laundry, Corridors, Office Rooms, training rooms at regular intervals on daily basis.
- (c) Vacuum cleaning of all carpets and upholstered furniture.
- (d) Cleaning and disinfecting kidney trays, urinals bed pans, sputum mugs, humidifiers, suction bottles and emptying urine and drain bags whenever required.
- (e) Cleaning blood spills and others such as human excrement, urine vomitus, sterile body fluids as & when required.
- (f) Cleaning, dusting electrical switch boards, light fixtures, exhaust fans, ceiling fans, air conditioner vents, name plates, door mats, firefighting equipment, computer systems, phones, doors, windows, furniture, window glasses, window wire mesh, grills, curtains etc.
- (g) Cleaning of dust bins, waste paper baskets, cobwebs etc. and disposing off all collected refuse on daily basis at regular intervals i.e. at least 3 times a day.
- (h) The dust bins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full.
- (i) Collect garbage in specified colour coded bags from all dust bins and garbage bins existing inside the premises and shall dispose at the designated area within the hospital.
- (j) Refilling, replacing and emptying of sharp containers at all stations.
- (k) Offering and assisting the patient with kidney tray, urinals, bed pans, sputum cups when required and disposing the contents in the sluice room, clean, disinfect and keep it ready for next use.
- (l) Cleaning the patients who have soiled themselves with stool, urine, vomitus with assistance of Patient attendant / nursing orderly / staff nurse / nursing sister.
- (m) Washing linen which are soiled by urine, vomitus, faeces and others with 1% hypochlorite solution and send to laundry.

- (n) Spraying room fresheners in all rooms on daily basis at regular intervals.
- (o) Assist in transporting dead bodies to mortuary and dispose-off the amputated limbs or other parts to bio medical waste collection point.
- (p) Assist in fumigation as per schedule.
- (q) Cleaning, mopping, disinfecting OT floors, walls, ceilings / OT lights in morning before starting the case, in between cases and terminal cleaning at the end of the day (as per instruction & direction of OT In-charge).
- (r) Clean the patients' bed, lockers, trolleys, wheel chairs and surrounding areas twice a day or when patient is discharged or when soiling occurs.
- (s) Cleaning and carbolization of ICU beds, OT beds between cases (as per instruction & direction of OT In-charge).
- (t) Washing of slippers in ICUs, OT, dialysis etc.
- (u) Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors etc.
- (v) Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles. Re-stock toiletries, which include liquid hand soap, toilet rolls, air fresheners, sanitary cubes, naphthalene balls in toilets, etc. after daily check-ups in the morning, afternoons and on call basis during daytime.
- (w) All the garbage collected at the designated points spread over the health facility premises as well as the Hospital general waste which does not require incineration should be cleared on daily basis to municipality defined yards outside health facility campus. In addition to this the cleaning of garbage points shall also be the responsibility of the contractor. If the garbage is not lifted as per above defined mode, penalty on each failure occasion shall be imposed on the Contractor as per penalty clause.
- (x) It is the responsibility of the contractor's deployed housekeeping staff to clear the chocking of sinks, wash basins, floor traps, nahani traps, EWC, IWC, P Traps, Rain water pipes, sewer chamber & sewer lines, the chocking shall be cleaned within 2(Two) hours after reporting the complaint. If there is any loss/ inconvenience to health facility owing to chocking, appropriate penalties shall be imposed on the contractor.
- (y) Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, cleaning open drains, common areas of Residential Buildings, Pump Rooms, Pump House, AC Plants, Electrical Substation, Main gate etc. as directed by the designated nodal officer of the health facility.

- (z) It will be compulsory for the workers of night shift to clean the toilet and wash rooms before leaving the duty in addition to the as per schedule mentioned below. Contractor should provide sufficient number of workers for the scheduled cleaning of toilets and washrooms.
- (aa) Any additional work assigned by the ward I/C of the area where the housekeeping staff has been placed on duty. Once assigned an area the housekeeping staff will be under the control and supervision of the sister I/C/Supervisor/Officer on duty of the area.
- (bb) Agency should provide sufficient female worker for female ward, MCH ward, NRC ward etc. and male worker for male ward, cleaning of post mortem room and mortuary, help in post mortem etc.
- (cc) Agency should follow 3 bucket **Swachhta Guideline** system for cleaning of hospital premises, Quality assurance department, Govt. of India. If there is any conflict in frequency of cleaning between Swachhta Guideline and given in Tender document, the latter one will prevail.

1.4.2 Services to be provided on weekly basis

“Deep cleaning” of the entire area will be done by the Agency once a week as under:

- (a) Dusting of entire area including windows / windowpanes / doors / ledges, etc.
- (b) Thorough cleaning / sweeping / washing / mopping with disinfectant cleaning of all floors, staircases and toilets, scrubbing of all floors and ceramic tiles base. Cleaning of ceilings and high walls, removal of wash stains on walls, cleaning of roofs, porches, etc.
- (c) Cleaning of walls up to a height of 7 feet (all tiled areas) with disinfectants.
- (d) Cleaning of sanitary fitting, toilet drain pipes etc. in the toilets with standard cleaning material.
- (e) Polishing of Floors as and when needed.
- (f) Force flush cleaning of toilet and sewer lines at least weekly or as needed.
- (g) Cleaning of all windows glasses and grill with detergent/ cleaning agents.
- (h) Washing of outside area with High Pressure Jet Machine.
- (i) Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
- (j) The Tenderer will make a cleaning program and submit to designate nodal officer of the health facility for weekly cleaning so that the concerned officials / In-charge

for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.

- (k) The contractor will work in the specified area mentioned in the scope of work.
- (l) The contractor will provide the duty register to the designated nodal officer of the health facility as required.

1.5. Biomedical Waste Management:

- 1.5.1 The Agency will orient and retrain his staff for the collection / disposal work at regular interval. The garbage will have to be lifted and dumped to a location identified for biomedical waste collection.
- 1.5.2 The Agency will make arrangement to collect garbage in specified colour coded bags from all designated areas/wards within the hospital to common collection point.
- 1.5.3 The Agency will ensure that sufficient no of specified colour coded bags are available in respective area. Biomedical Waste Collection Bins and bags shall be provided by the Hospital.
- 1.5.4 Ensure that all the bins are cleared when bins are 3/4th filled on regular basis.
- 1.5.5 All collection, storage, transportation (inside the hospital) and disposal of hospital waste shall be in accordance with Bio-Medical Waste (Management and Handling Rules of India, 2016 and any other amendments or other regulations, in this regard).
- 1.5.6 All infected, chemical, Radiation, Cytotoxic Health care waste shall be segregated, collected, stored, transported and disposed in accordance with set guidelines of safety, ensuring that at no stage it gets mixed with general waste. Unscientific burning shall not be permitted, different coloured bags/containers namely red, yellow, black, blue and puncture proof or stainless steel, lead containers shall be used depending on the category of waste.
- 1.5.7 The waste shall be carefully secured or pre -treated for transportation to a common facility for disposal.
- 1.5.8. Waste shall not be transferred from one bag to another. Bags should be tied when three fourths full and then placed in a bigger bag / container for transporting.
- 1.5.9 Covered Trolleys or containers should be used for transportation. Before final disposal/ treatment waste should be kept in specified location and in specific liners and containers.
- 1.4.10 The scope includes segregation, collection, storage and transportation within the Hospital.
- 1.4.11. All statutory rules and regulations and legal requirements are to be followed at each stage.

1.5. Supervision & Monitoring mechanism to be adopted

1.5.1. Toilet Checklist

This is to be attached on the back of the toilet door. It is to be filled up by the Contractor supervisor and counter sign daily by hospital staff on duty.

1.5.2. Management/Housekeeping Services Requirements/ Complaints Report.

This is to be filled up by the management and administrative staff of the service provider who receive/observe the complaints/requirements for any of the Services. All suggestions, complaints related to services or staff deployed by the Agency will be registered at site and reported to designated nodal officer of the health facility. The Agency will take immediate action to resolve the same failing which the Penalty Clause will be invoked.

Apart from continuous monitoring by contracting authorities a third party (to be engaged by ACCF) may also oversee & monitor the functioning of the housekeeping agency at the health care facility. If any shortcoming is found, then agency needs to take corrective actions within the given time frame and penalty, if any, shall also be imposed.

1.5.3. Housekeeping Services Complaint Register.

This register is to be completed on the basis of information received by the Housekeeping Supervisor from the designated nodal officer of health facility, inspection of the site, material on site, attendance sheet of the staff, weekly report, client letter/fax/e- mail, verbal complaints from officials of the health facility etc. and necessary action is to be taken.

1.5.4. Third Party Monitoring

In addition to above inhouse monitoring arrangements, ACCF reserves the right to carry out service level assessment and monitoring through a third-party agency.

1.6. Other Special Responsibilities of the Agency

- 1.6.1. Housekeeping in the hospital conditions is different than the housekeeping services in other commercial organizations. Housekeeping staff has to work with the infected patients and has to handle dangerous infected materials and waste. Along with the routine housekeeping activities the housekeeping staff has to show his / her humanitarian concern towards the patient and provide him/her all types of required help and services. Such services may be need based and might not been included in the general scope of work but they have to be provided by the housekeeping staff, if needed.
- 1.6.2. In view of the above, any work assigned by the sister I/C/Supervisor/Officers for the patient benefit like cleaning of vomits, urine, stool, blood or any undesired material produced by the ill patient or helping him/her in changing of soiled cloths/Linen or any type of need in emergency and helping the ill patient in any type of need is included in the scope of work.
- 1.6.3. The housekeeping staff shall maintain cleanliness in the patient rooms/ ward throughout the day and shall clean the room thoroughly on patient's discharge and keep it ready for the next arrival.

1.6.4. The cleaning material used by contractor should not be reactive to, kota stone, vitrified tiles, furniture, upholstery, ceramic fittings of toilets, if it is found that at damages occur due to use of wrong chemicals the same shall be rectified on risk and cost of contractor.

1.6.5. **Pest and rodent control shall be done on annual** basis, but quarterly checking and fixing when needed shall be done for the rodents, cockroaches, termites, ants, lizards etc.

1.6.6. Cleaning of Operation Theaters:

Operation theaters are the most important place in the hospital which needs maximum care and cleanliness by the housekeeping staff.

Repeated cleaning and disinfection of the operation theaters after every operation, removal of the biomedical waste including human body parts and soiled waste, cleaning the used soiled linen as per SOPs of the Operation Theaters and any other type of work assigned by the sister I/C/Supervisor/ Officer of operation theater to the housekeeping staff has to be performed efficiently.

- (a) All the dustbins washed and lined with colour- coded bags in the morning. The trash bag shall be changed as per schedule.
- (b) Operation theatre walls shall be thoroughly cleaned using a specialized soap/disinfectant solution before and after every operation.
- (c) Floor shall be washed and thoroughly mopped with a specialized soap/disinfectant solution. The entire operations theatre floor area shall be scrubbed once a day.
- (d) Toilets/ bathrooms will be cleaned with soap solution and kept odor free using deodorizer cubes.
- (e) The common areas, doctor's lounge, nurses lounges, change rooms, waiting lounge and inside Operation Theater shall be swept and mopped in the morning and at regular intervals to keep them clean.
- (f) The floor scrubbing will be done in the night or as and when asked for according to the scheduled operations and movements in that area.
- (g) It is to be brought to the notice that if Operation Theaters walls and floors are coated with epoxy coating materials, during the process of cleaning, mopping, disinfection, fumigation, it is to be ensured by the contractor that epoxy coatings shall not be damaged, scratched or chemically harmed. The cleaning materials shall be epoxy friendly. If any complaint /damage has been observed in the epoxy coatings of operation theaters the same shall be rectified on the risk and cost of contractor.
- (h) The disinfectant required for OT, ICU, CCU will be provided by Contractor.

1.6.7 Cleaning of Offices/Doctors' Rooms

- (a) The housekeeping staff of the Agency shall remove trash from office dustbins and change the trash liner every evening before closing hours.
- (b) The offices shall be dry dusted and swept after the closing hours.
- (c) Vacuum cleaning shall be done on carpets and upholstery.
- (d) The worktables shall be mopped with soap solution in the morning.
- (e) The office shall be mopped with soap solution in the morning.

- (f) Office staff rest rooms/toilets shall be cleaned using soap solution and kept odor free using deodorizer.

1.6.8 Cleaning of Laboratory and Other Critical Areas

- (a) All the dustbins shall be washed and lined with colour coded bags in the morning. The trash bags shall be cleaned using a specialized soap/disinfectant solution in the morning.
- (b) The floor shall be thoroughly mopped with a specialized soap solution.
- (c) The entire laboratory area shall be scrubbed at least twice in a week.
- (d) Toilets/bathrooms shall be cleaned with soap solution and kept odor free using deodorizer cubes.
- (e) The common areas shall be swept and mopped in the morning and at regular intervals to keep them clean.

Note:

- Rotation of staff in critical areas like OT, Laboratory, ICU & Wards may be kept at minimum.
- Only R2 cleaner shall be used for the cleaning of OT/Labour room/ICUs/Surgical ward/Ortho ward. Phenyl shall not be used for these areas.

1.7. Provisional Cleaning Schedule

S. No.	ACTIVITY	FREQUENCY	AGENTS USED
1. OT AREA / VERY HIGH RISK AREA			
1.		After every case	As per the BMW guidelines
2.	1st mopping (manual/by vacuum cleaner)	Before starting 1st patient and after every case	Germicide
3.	2nd mopping (manual/by vacuum cleaner)	Before starting 1st patient and after every case	1% Sodium Hypochlorite/ or any standard solution prescribed by Hospital
4.	Garbage removal from the OT corridor	When bags are 3/4th full/ 3 times daily whichever is more .	As per the BMW guidelines
5.	Mopping of the OT corridor (Mechanized)	Thrice a day	Flat mop
6.	Dusting of doors and windows in OT corridor	Once a day	Z colour duster
7.	Mopping in the OT walls	Twice a day before starting and the end of the day	Bacillocid/Virux or any Hospital approved disinfectant
8.	Washroom & wash basins Cleaning	Thrice a day and as & when required	Germicide
9.	Washing of Slippers	Once a day	Detergent
10.	Washing of OT	Once a week	Detergent/ or any standard solution prescribed by Hospital
2. ICU / HIGH RISK AREA			
1.	Garbage Removal	When bags are 3/4th full/ 3 times daily whichever is more .	As per the BMW guidelines
2.	Dry mop (manual/by vacuum cleaner)	Thrice a day	Feather brush

3.	Dusting (manual/by vacuum cleaner)	Thrice a day	Z colour duster
4.	Mopping (manual/by vacuum cleaner)	Thrice a day	Germicide, or any Hospital approved disinfectant
5.	Washroom & wash basins cleaning	Thrice a day and as & when required	Germicide, or any Hospital approved disinfectant
6.	Washing of Slippers	Once a day	Detergent
7.	Assist in Carbolization/Fumigation	As &When required	Bacillocid, or any Hospital approved disinfectant
8.	Scrubbing of floor/walls	Once a month	Detergent/ or any standard solution prescribed by Hospital
3. MODERATE RISK AREA WARDS			
1	Garbage Removal	Thrice a day and more when bags are 3/4th full	As per the BMW guidelines
2	Dry Mop (manual/by vacuum cleaner)	Thrice a day	Feather brush
3	Dusting (manual/by vacuum cleaner)	Thrice a day	Z Colour duster
4	Mopping (manual/by vacuum cleaner)	Thrice a day	Germicide, or any Hospital approved disinfectant
5	Washrooms & Wash Basins Cleaning	Thrice a day and as & when Required	Germicide, or any Hospital approved disinfectant
4. CANTEEN AND KITCHEN			
1	Garbage Removal	When bags are 3/4th full/ 3 times daily whichever is more .	As per the BMW guidelines
2	Dry mop (Mechanized)	Thrice a day	Feather brush
3	Dusting (Mechanized)	Thrice a day	Z colour duster
4	Mopping (Mechanized)	Thrice a day and as &When Required	Germicide, or any Hospital approved disinfectant
5	Force flush cleaning of toilet and sewer lines	Once a week (Sunday)	Mechanised spray washing
5. PUBLIC AREA WASHROOM & TOILETS			
1	Cleaning (Mechanized)	Every 2 nd hourly	Germicide, or anyHospital approved disinfectant
2	Washroom & wash Basins Cleaning	Thrice a day and as &When Required	Germicide, or any Hospital approved disinfectant
3	Force flush cleaning of toilet and sewer lines	Once a week in Sunday	Mechanised spray washing
6. LOBBY			
1	Garbage Removal	Thrice a day/ when bags are 3/4 th Full	As per the BMW guidelines
2	Dry mop (Mechanized)	Thrice a day	Feather brush
3	Dusting (Mechanized)	Thrice a day	Z Colour duster
4	Mopping (Mechanized)	Thrice a day	Germicide, or any Hospital approved disinfectant
7. OPD AREA			
1	Garbage Removal	Thrice a day/ when bags are 3/4 th Full	As per the BMW guidelines
2	Dry mop (Mechanized)	Thrice a day	Feather brush

3	Dusting (Mechanized)	Thrice a day	Z Colour duster
4	Mopping (Mechanized)	Thrice a day	Germicide, or any Hospital approved disinfectant
5	Washroom & Washbasins Cleaning	Thrice a day and as & when Required	Germicide

***Authority needs to assess exact requirement as per health facility and indicate accordingly.**

S. No.	ACTIVITY	FREQUENCY	AGENTS USED
8. STORES (MEDICAL SURGICAL, NON - MEDICAL)			
1	Garbage Removal	Thrice a day/ when bags are 3/4th Full	As per the BMW guidelines
2	Dry Mop (Mechanized)	Thrice a day	Feather brush
3	Dusting (Mechanized)	Thrice a day	Z colour duster
4	Mopping (Mechanized)	Thrice a day	Germicide, or any Hospital approved disinfectant
9. MORTUARY			
1	Garbage Removal	Thrice a day/ when bags are 3/4 th Full	As per the BMW guidelines
2	Dry mop (Mechanized)	Twice a day	Feather brush
3	Dusting (Mechanized)	Twice a day	Z colour duster
4	Mopping (Mechanized)	Thrice a day	Germicide or any approved disinfectant
10. ADMINISTRATION RECORD / ENGINEERING OFFICE			
1	Garbage Removal	Once a day/ when bags are 3/4 th Full	As per the BMW guidelines
2	Dry mop (Mechanized)	Once a day/ as & when required	Feather brush
3	Dusting (Mechanized)	Once a day/ as & when required	Z colour duster
4	Mopping (Mechanized)	Once a day/ as & when required	Germicide, or any Hospital approved disinfectant

5	Washroom & wash basins Cleaning	Thrice a day and as & when Required	Germicide, or any Hospital approved disinfectant
11. CSSD / LAUNDRY			
1	Garbage Removal	Once a day/ when bags are 3/4 th Full	As per the BMW guidelines
2	Dry mop(Mechanized)	Twice a day/ as & when required	Feather brush
3	Dusting (Mechanized)	Twice a day/ as & when required	Z colour duster
4	Mopping (Mechanized)	Twice a day/ as & when required	Germicide, or any Hospital approved disinfectant
5	Mopping sterile storage area (CSSD) (manual/by vacuum cleaner)	Once a day	Virus Solution or any other solution approved by Hospital
6	Washing of sterile area (CSSD)	Once a day (Saturday afternoon)	Virus Solution, or any other solution approved by Hospital
7	Assist in Fumigation (CSSD)	As & When required	Virus Solution, or any other solution approved by Hospital
12. RADIOLOGY			
1	Garbage Removal	Twice a day/ when bags are 3/4 th Full	As per the BMW guidelines
2	Dry Mop (manual/vacuum cleaner)	Twice a day/ as & when required	Feather brush
3	Dusting (manual/vacuum cleaner)	Twice a day/as & when required	Z colour duster
4	Mopping (manual/vacuum cleaner)	Twice a day/ as & when required	Germicide or any Hospital approved disinfectant
5	Washroom& wash basins Cleaning	Thrice a day and as & when Required	Germicide, Or Any Hospital approved disinfectant
13. Laboratory			
1	Garbage Removal	Once a day/ when bags are 3/4 th Full	As per the BMW guidelines
2	Dry mop (Mechanized)	Thrice a day	Feather brush

3	Dusting (Mechanized)	Twice a day	Z colour duster
4	Mopping (Mechanized)	Thrice a day	Germicide, or any Hospital approved disinfectant
5	Cleaning of work benches	Twice a day/ as & when required	0.25% Hypochlorite/ or any standard disinfectant prescribed by Hospital.
6	Washroom& Wash basins Cleaning	Thrice a day and as & when Required	Germicide, or any Hospital approved disinfectant
7	Assist in Fumigation	Once a month	Bacillocid, or other material solution approved by Hospital
8	Washing of Slippers	Once in a week	Detergent

Notes:

- (a) Dilution of wizard in all areas = 40 ml in 1 litre of water
- (b) Cleaning of spillage of Blood/Body Fluids
 - (i) Use disposable gloves.
 - (ii) Cover area with 1% Sodium Hypochlorite
 - (iii) Leave for 20 minutes
 - (iv) Collect residue with disposable paper. Wipe and discard in bag.
 - (v) Wash surface with detergent and dry.
 - (vi) All waste, gloves, wipe, discard, seal and dispose as clinical waste/mop cleaning – detergent wash and dry.
 - (vii) Buckets – detergent wash and dry
 - (If contaminated 1% Sodium Hypochlorite overnight rinse and dry)

1.8. Resource to be provided by the Agency

- 1.8.1 Cleaning material and Laundry chemicals: All the cleaning material, soap solutions, room fresheners, naphthalene balls, disinfectants, deodorants shall be provided by the contractor in sufficient quantity & good quality to maintain high level of cleanliness & hygiene.
- 1.8.2 The Agency has to provide all the manpower, equipment, tools and tackles, their accessories / refills pertaining to housekeeping services.
- 1.8.3 The Agency has to provide supervisory and management support by his own staff to get the maximum output from the housekeeping force provided to the hospital. Teaching and training for the same has to be done by the contractor.
- 1.8.4 Following equipment, tools, tackles, their accessories, consumables etc. To be provided and maintained in the hospital by the Agency (Service Provider) in adequate nos.

TOOLS & EQUIPMENT REQUIREMENT FOR HOUSEKEEPING	
SL NO	MATERIAL
1	SINGLE DISC MACHINE
2	DRY VACCUM CLEANER
3	DRY AND WET VACCUM CLEANER
4	TELESCOPIC POLE 4 SECTION 40 FT
5	LADER 6 STEP
6	HIGH ZET PRESSURE MACHINE
7	SMALL BUCKET
8	CAUTION SIGNAGE BOARD
9	WINGER DOUBLE BUCKET TROLLY
10	DOUBLE BUCKET TROLLY
11	CADDIE
12	JOBBY SET WITH BRUSH
13	HELMATE
14	SAFETY HARNESS BELT FULL
15	SAFETY BARRICADES
16	BIOMEDICAL WASTE BINS
17	GLASS CLEANING KIT

1.8.5. The above listed machines & items are to be maintained at site in sufficient number to maintain excellent level of cleanliness. The level of cleanliness will be monitored by the supervisor staff of the Agency. This also will be monitored by hospital authorities & third party supervisors appointed by the ACCF. Qty and frequency of use may be increased depending on work load, as and when required. The necessary stand-by arrangement of equipment/materials shall be the Agency's responsibility. Agency has to manage above machines and their consumables/spare parts within the Management Fee/Service Charges. No extra payment shall be made to the Agency for providing machines and its maintenance. Any shortage in the above if observed at the site, the necessary penalty shall be imposed. If these equipment are not found being used by the agency by the supervisory authorities penalty of Rs. 500/- per instance will be imposed.

1.8.6. Uniforms of housekeeping staff, I- Cards, Covered trolleys, dustpans, mops, buckets, wipers, gloves, dusters, scrubbers, sponge, brooms, brushes, safety gear etc. to be provided by the Agency as per requirement. If housekeeping staff is found without uniform and safety gloves, gumboots etc. (which are required for safety of housekeeping staff & infection control), the Agency shall pay penalty of Rs. 100/- per day per person or at each instance. For repeated non-compliance, double the penalty i.e. Rs. 200/- shall be payable.

1.8.7 Consumables which are usually required to perform the housekeeping task are as follows

Sl No	MATERIALS
1	ABRASIVE HAND PADS
2	APRON - WATER PROOF
3	CARPET BRUSH - FULL UNIT
4	CHECKED DUSTERS
5	FAN CLEANER
6	COBWEB CLEANER
7	COMPOUND BROOM
8	DOODLE BUG SCRUBBER - FULL UNIT
9	DRY MOP 24" FULL UNIT - (SPEED MOP)
10	DUST PAN
11	FEATHER DUSTER
12	FLOOR SQUEEZE 18" FULL UNIT AL ROD
13	CORNER BRUSH
14	GLASS CLEANING CLOTH
15	HAND BRUSH-HARD BRISTLES
16	HAND PAD HOLDER
17	INDOOR SWEEPING BRUSH -- FULL UNIT
18	NYLON PAD BLACK 17"
19	NYLON PAD GREEN 17"
20	NYLON PAD RED 17"
21	NYLON PAD WHITE 17"
22	RUBBER GLOVES - ORANGE PVC
23	RUBBER GLOVES - YELLOW PVC
24	SAFETY GOOGLES
25	SCRAPPER
26	SCRAPPER BLADE
27	SPRAY CAN WITH TRIGGER
28	SURGICAL GLOVES
29	SURGICAL MASK
30	TABLE SQUEEZE
31	WC BRUSH ROUND
32	WET MOP FULL UNIT
33	WET MOP REFILL WHITE
34	WINDOW SQUEEZE 35CM - FULL UNIT SET
35	WINDOW WASHER - FULL UNIT

36	WET MOP REFILL RED
37	WET MOP REFILL YELLOW
38	BROOM
39	SOFT BRUSH
SI No	Materials Details
1	ALL PURPOSE / MULTI APPLICATION CLEANER
2	DESCALER -
3	HEAVY DUTY STRIPPER -
4	METAL POLISH -
5	MULTI PURPOSE CLEANER -
6	ROOM FRESHENER -
7	WOODEN MAINTAINER -
8	TOILET BOWL CLEANER -
9	Alkaline fixture cleaner
10	METAL POLISH

Consumables required for Laundry

SI No	MATERIAL DETAILS
1	CLAX 200S
2	CLAX UNIVERSAL
3	HYPO (FOR WHITE LINEN)
4	CLAX RINSE

Note:

- (a) The agency shall use best quality material/ items preferably Johnson Diversey. If acceptable mentioned brands not available in the market, Contractor/Agency can use other reputed known brands.
- (b) The penalties will be imposed on violation of terms and conditions of agreement as per terms.
- (c) In case the agency fails to provide any of equipment tools, tackles & consumables continuously for a period of 15 (fifteen) days, Hospital authority has the right to purchase the non- available equipment/tools, tackles or consumables on the market rates and deduct the cost of same from the Contractors bill in addition to the imposition of applicable penalties and contract may be terminated & agency could be debarred/black listed.

SECTION-IV

(Conditions of the Contract)

Conditions of the Contract

1. Responsibility of Hospital Administration

- 1.1 Provide electricity supply points in required location and allow use of the same to run the machineries free of cost.
- 1.2 Provide the space for setting up a office room within the hospital premises from where the Agency shall set up the project office for operation and management of the project. The Agency on its own shall arrange all items needed for setting up of the office and rendering the service on day to basis.
- 1.3 Provide space for a store room to the Agency in the premise of the hospital for safe storage. The store keeper deployed by the Agency will store all their liveries, materials, equipment in the store room at his/her own risk & cost and maintain a record of the stores which shall be opened to inspection by hospital administration staff, as and when sought.
- 1.4 Provide all tools and tackles (with Bins and Bags) for Biomedical Waste Management.

2. Contract Price (Service Charges):

- 2.1 The Client shall pay to the Service Provider the service charges on monthly basis at the contracted rate for rendering the services as per the agreed terms and conditions successfully. The contract price shall be as per the price quoted by the successful bidder and agreed by both the parties to the contract.
- 2.2 Although the bid prices have been asked as a monthly lump-sum, while raising the monthly bill, the Service Provider shall bifurcate/divide the monthly billing amount into different heads as given below:
 - (a) Towards Staff Salary & Wages
 - (b) Towards Cost of Consumables, Machineries, Equipment, tools etc.
 - (c) Towards Overhead Expenses (Monitoring, Supervision, margin, etc.)
 - (d) GST, as applicable.
 - (e) Less deductions (penalties and recoveries, etc.)

3. Payment Terms

- 3.1 The Agency has to submit the Invoice for the month in the agrees format and manner in the immediately following month. ACCF shall ensure release of the monthly payment within 15 days of submission of the Invoice.
- 3.2 The Agency shall submit following certificate along with the monthly Invoice to initiate the payment process.
 - i. Wages of workers were credited to their bank accounts on _____ (date) along with employee wise bank statement along with employees bank account number.

- ii. ESI Contribution relating to workers amounting to Rs. _____ was deposited on _____.
(Copy of employee wise e-receipt enclosed)
 - iii. EPF Contribution relating to workers amounting to Rs. _____ was deposited on _____.
(Copy of e-receipt along with employee wise details enclosed)
 - iv. We are complying with all statutory Labour Laws including Minimum Wage Act and all other statutory laws and benefits of Central Govt and Government of Assam. (self-certificate)
- 3.3. These shall be no advance payment of service charges, it shall be on monthly reimbursement basis
- 3.4. The Agency shall be absolutely, completely and exclusively responsible for the payment of salary, for the housekeeping staff employed at the health facilities (under the contract) on or before 5th of each succeeding month. If the Agency is not able to raise and submit bills to ACCF in schedule time with all requisite documents and as a result of which no payment has been released by ACCF, then the Agency shall be liable to make payment to the housekeeping staff on or before 7th of each month.
- 3.5. All payments to the service provider shall be subject to statutory deductions as per the applicable and also other deductions or adjustments as per the terms of this contract.
- 3.6. Payment towards manpower cost shall be made in full provided the Agency deputed agreed number of manpower as proposed by it in the technical proposal. Proportionate deductions shall be made in case of absenteeism or non-deployment.
4. **Insurance:**
- Service Provider shall be responsible for obtaining and maintaining insurance of all its staff & equipment installed by it at the Site at its own cost in compliance with Applicable Law during the Term of the Agreement against any loss, theft, fire, damage, due to any reason, during transportation, storage, delivery, installation and operation for the entire term of the Service Order.
5. **Variations**
- The Hospital Administration or Contracting Entity may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out on the basis of contract rates on proportionate basis.
6. **Liquidated Damages & Penalty**
- 6.1 If the Agency fails to commence the services within the prescribed timeline of 30 days from the date of signing the contract, then 1% per week LD of annual contract value shall be imposed with an overall cap of 5% of the contract price. After arriving at maximum penalty (i.e. 5%), Contracting entity (i.e. ACCF) may terminate the contract with forfeiture of PBG.
- 6.2. Wherever, it is found that the cleanliness is not up to the mark, it will be brought to the notice of the supervisory staff of the Agency by sister I/C of designated area and

designated officials of the health facility, if no action is taken within ONE hour, liquidated damages @ Rs.200/- per complaint shall be imposed. The decision of nodal officer of that health facility shall be final, in this regard.

- 6.3. For absence of manpower, a penalty @ Rs. 500/- per worker per day will be deducted from the bill which will be over and above of other deductions (including but not restricted to the Wages that would otherwise have been paid).
- 6.4. If the garbage is not lifted as per above defined mode, penalty of Rs. 500/- on each failure occasion shall be imposed.
- 6.5. If housekeeping staff is found without uniform and safety gloves, gumboots etc. (which are required for safety of housekeeping staff & infection control), a penalty of Rs. 100/- per day or at each instance. For repeated non-compliance, double the penalty i.e. Rs. 200/- shall be payable.
- 6.6. Indecent or mischievous behavior by the housekeeping staff to employee(s) of Health facilities or Patient/ patient relative/ visitors will attract a penalty of Rs. 500/- on each such occasion incidence.
- 6.7. In case of failure by the Agency to provide required tools , equipment, machinery or consumables continuously for a period of 15 (fifteen) days, Hospital authority has the right to purchase the same from the open market and deduct the cost of the same from the monthly bill of the Agency.
- 6.8. Area-wise feedback form for cleanliness will be filled by the Nominees appointed on rotation basis by Hospital authority (these nominees can be from Hospital staff/ other Govt. dept. staff/Visitor of Hospital/Patient which shall be decided by the authority on each occasion). This feedback form shall be filled at least 10 times on different days in a month. For Feedback, below mentioned draft format shall be taken as reference, in which cleanliness will measured from 0 to 10 scale, 0 being poorest and 10 for excellent. 10 forms in a month will be filled and cleanliness % will be derived. These cleanliness % will be averaged out for a month which will be taken into consideration for penalty calculation.
 - (i) If as per above average monthly cleanliness % is 90% or above no penalty will be levied.
 - (ii) If as per above average monthly cleanliness % is 80% or above but below 90% than penalty at the rate of 1% on total monthly payment will be levied.
 - (iii) If as per above average monthly cleanliness % is 70% or above but below 80% than penalty at the rate of 2% on total monthly payment will be levied.
 - (iv) If as per above average monthly cleanliness % is 60% or above but below 70% than penalty at the rate of 3% on total monthly payment will be levied.
 - (v) If as per above average monthly cleanliness % is 50% or above but below 60% than penalty at the rate of 4% on total monthly payment will be levied.
 - (vi) If as per above average monthly cleanliness % is 40% or above but below 50% than penalty at the rate of 5% on total monthly payment will be levied.
 - (vii) If as per above average monthly cleanliness % is remains below 40% for consecutive 3 months then Contract may be terminated, as it proves agency is not doing its assigned work properly and not improving its services.

6.9. In addition to above, Agency need to take feedback from Patients, Doctor(s), Nurse(s), and attendants in below mentioned indicative format (Format may be finalized with consultation of Contracting Entity). For Feedback, below mentioned draft format shall be taken as reference, in which cleanliness will measured from 0 to 10 scale, 0 being poorest and 10 for excellent. Every fortnight agency required to fill 10 such form, this form will be filled and cleanliness % will be derived. These weekly cleanliness % will be averaged out for a month. Which will be taken into consideration for penalty calculation. this penalty will be levies on and above of above penalties.

- i) If as per above average monthly cleanliness % is 90% or above no penalty will be levied.
- ii) If as per above average monthly cleanliness % is 80% or above but below 90% than penalty at the rate of 1% on total monthly payment will be levied.
- iii) If as per above average monthly cleanliness % is 70% or above but below 80% than penalty at the rate of 2% on total monthly payment will be levied.
- iv) If as per above average monthly cleanliness % is 60% or above but below 70% than penalty at the rate of 3% on total monthly payment will be levied.
- v) If as per above average monthly cleanliness % is 50% or above but below 60% than penalty at the rate of 4% on total monthly payment will be levied.
- vi) If as per above average monthly cleanliness % is 40% or above but below 50% than penalty at the rate of 5% on total monthly payment will be levied.
- vii) If as per above average monthly cleanliness % is remains below 40% for consecutive 3 months then Contract may be terminated, as it proves agency is not doing its assigned work properly and not improving its services.

7. Deployed Manpower

- 7.1. The housekeeping and other staff deployed by the Agency in the health facility (ies) shall not claim any benefit, compensation, absorption or regularization of their services in the Government establishment either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The Agency shall have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the Agency (Service Provider) and submit the same to the Contracting Entity. In the event of any dispute(s) on the status of the deployed persons, the Client shall not be a necessary party.
- 7.2. The housekeeping and other staff deployed by the Agency shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/ organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the nodal officer of the health facility has every right to remove the said person, immediately and responsibility if any to be borne by the contractor.

SECTION- V

(Forms & Formats)

Annexure-1

Bid Form or Covering Letter

[on the letter head of the Bidder]

Kind Attention:

[location, date]

The Head Operations

Assam Cancer Care Foundation

Tender No. _____

For supply of _____

Sir,

1. Having read, carefully examined and understood the RFP document dated [●] issued by ACCF ("Client") and all annexure and other documents attached thereto and all subsequent addenda and clarifications issued pursuant thereto (collectively the "RFP"), we hereby submit our Technical and Financial Bid/Proposal for following locations and in order of priority:
 - (a)
 - (b)
 - (c)
 - (d)and so on.
2. We have submitted EMD of Rs.....against above mentioned quoted locations.
3. We hereby agree and confirm that our Bid has been prepared strictly in conformance with the instructions in the RFP document (including the forms set forth therein) and that we shall at all times act in good faith and abide by all the terms and conditions of the RFP during the bidding process.
4. We agree that we have inspected and examined the RFP and have ascertained that they contain no inconsistencies, errors or discrepancies and have otherwise familiarized ourselves with all conditions of the RFP which may affect our Bid and all queries on other contractual matters have been addressed.
5. We agree to the conditions of the RFP under which the EARNEST MONEY DEPOSIT and PERFORMANCE SECURITY DEPOSIT can be forfeited by ACCF as per the terms and conditions.
6. We hereby undertake to pay the penalty as per the terms and conditions of the contract for non-performance and negligence in our part.
7. We agree to accept the amount of the bill to be paid by the Client after completion of all formalities and should any amount of the bill found by the client/auditors to have been over-paid; the amount so found shall be refunded by me/us.

8. ACCF has the right to accept or reject any or all the bids/proposals without assigning any reason.
9. We understand all the terms and conditions of the contract and bind myself/ourselves to abide by them.
10. We understand and agree that ACCF reserves the right to cancel the bid process or the contract agreement at any moment of time without assigning any reason thereof.
11. We represent and warrant to Client that as of the date of submission of this Bid and till the end of the Bid Validity Period (as may be extended):
 - (a) the information furnished by us is complete, accurate, unconditional and fairly presented;
 - (b) we have the necessary technical and financial ability and adequate skilled and experienced resources for undertake the scope of Bid as per the RFP;
 - (c) we are in compliance with all the terms and conditions of the RFP;
 - (d) there is no information, data or documents which have not been disclosed which may prejudicially affect Client's evaluation or decision in relation to evaluation and selection;
 - (e) We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us (including trustee, director, partner or key officials, etc.) at the moment.
 - (f) I/We have not been black-listed or debarred by the ACCF or by any government (State/Central) agencies/bodies, PSUs or Urban Local Bodies, which is in effect for the time being.
 - (g) we acknowledge that we have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial client or a judicial pronouncement or arbitration award against us or any of our director or partners, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for any breach of contract by us.
12. We undertake that we will intimate Client of any material change in facts, circumstances, status or documentation relating to us during the Bid Validity Period (as may be extended in accordance with the RFP).
13. This Proposal shall be construed, interpreted and governed, in all respects, by the laws of India, without reference to its conflict of law principles. The courts at Guwahati will have exclusive jurisdiction in respect of all matters arising out of this Bid.
14. We have agreed that [_____] [Insert Authorised Signatory's name] will act as our representative and has been duly authorized to submit the Proposal and authenticate the same, make amendments thereto and undertake such other actions as set out in the authorization attached with this Proposal, which will be binding on us.
15. We undertake that we are not disqualified as per Eligibility Criteria and fulfil all eligibility criteria as stipulated in the Tender.
16. If our proposal is accepted, we undertake to perform the services in accordance with the terms and conditions in the RFP document.

17. We further confirm that, if our proposal is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
18. We agree to keep our Bid valid for acceptance as required in the RFP Document, or for subsequent extended period, if any, agreed to by us. We also accordingly confirm to abide by this Bid up to the aforesaid period and this Bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this Bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
19. We further understand that you are not bound to accept the lowest or any Bid you may receive against your above referred request for proposal.
20. We confirm that we fully agree to the terms and conditions as specified under the RFP Document, including amendment/ corrigendum if any.
21. We confirm that the hard copies of Bid Documents submitted are completely identical to the online submission, without any deviation whatsoever.
22. We have provided details, in accordance with the instructions and in the form required under the RFP.

Yours Faithfully,
[Signature and Details of the Applicant/Authorised Representative]

Name of the Authorised Signatory:

Designation:

Contact Details: Mobile:.....Email:

Annexure-2

DECLARATION BY THE BIDDER

(To be typed in a non-judicial stamp paper and duly attested by Notary Public)

I, _____ Proprietor/ Partner /Director of M/s _____ hereby declare that the information given and documents furnished as part of this proposal in response to the RFP (Ref No. xxxxxxxx) is true and correct to the best of my knowledge & belief.

The price offered by us in the financial bid shall remain valid for a period of 180 days from the date of submission of the bid. In case we withdraw our bid any time before the last date of bid validity then our EMD shall be liable for forfeiture by the proposal Inviting Entity (i.e. ACCF).

We hereby declare that there is no vigilance/CBI case pending/contemplated against us (including trustee, director, partner or key officials, etc.) at the moment.

I/We have not been black-listed or debarred by the ACCF or by any government (State/Central) agencies/bodies, PSUs or Urban Local Bodies, which is in effect for the time being.

I/we agree to the ACCF forfeiting the Earnest Money Deposit and/or Performance Security Deposit and blacklisting us for a minimum period of 3 years, if any information furnished by us proved to be false at the time of evaluation or at a subsequent date by the Client during the currency of the contract; or in case of non-performance of the contractual obligations.

I offer to provide the service as per the prescribed terms and conditions and at the rates as quoted by us in the price bid (submitted separately), if the contract awarded to us.

Dated:

Name & Signature
Authorised Signatory

Place:

Name of the bidder:

Address:

Annexure-3

Documents Conforming to Eligibility

S. No	Eligibility Criteria	Documentation Required
1	The Bidder must be a single entity registered under applicable rules(laws) in India.	Any one of the followings: (a) Self-attested copy of the Certificate of Incorporation (b) Self-attested copy of the Certificate Registration (c) Self-attested copy of the Partnership Deed
2	The Bidder must have achieved minimum average annual turnover of Rs. 20 crores during last three financial years (i.e.2017-18, 2018-19 and 2019-20).	(a) Self-attested copy of the Audited Statement of Accounts (b) Self-attested copy of the Acknowledgement of Income Tax Return with Computation. (c) Turnover Certificate by CA (original)
3	The bidders should have a positive net worth as on 31st March 2020	(a) Self-attested copy of the Audited Statement of Accounts (b) Turnover Certificate by CA (original)
4	The Bidder should be registered under relevant statutes including Income Tax Act, GST Act, EPF Act, Contract Labour (Regulation and Abolition) Act, 1970, etc.	Self-attested copy of (a) GST Registration Certificate (b) EPF Registration Certificate. (c) PAN card (d) Registration certificate under Contract Labour (R & A) Act 1970
5	The Bidder should have executed work of similar nature, for any Government hospital/ Large Corporate Hospital/ State government tourism hotels/ India Tourism development hotels /Airports/Railways/University/ malls.	Self-attested copies of work Orders and Client's Satisfactory Certificates in support of this experience.
6	The bidder should have executed atleast one single order of cumulative annual value of more than or equal to	Self-attested copies of work Orders and Client's Satisfactory Certificates in support of the value of

	Rs. 1 Crores in each of the last three financial years (i.e. 2017-18, 2018-19 and 2019-20).	the work order executed amounting to Rs 1.00 Cr or more. The bidder shall submit client satisfactory certificates issued from client (s) along with copy (ies) of work orders.
7	The bidder should have experience of providing similar housekeeping service for any 200 bedded hospital for atleast one year prior to due date of bid submission.	Self-attested copies of work Orders and Client's Satisfactory Certificates in support of this experience.

Annexure-4

TURNOVER CERTIFICATE

On the letter head of Chartered Accountant/Statutory Auditor

We have verified the Audited Statement of Accounts and other relevant documents of..... having registered office at pertaining to the financial year 2017-18, 2018-19 and 2019-20. Based on our verification of the afore said statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(Amount in INR Crores)

Financial Information	Financial Year			Average
	2019-20	2018-19	2017-18	
	Audited*	Audited	Audited	
Annual Turnover from Similar Business for the year				
Net Profit Before Tax				
Net Profit After Tax				
Net worth				

Date :

Place:

Signature of Auditor / Chartered Accountant

(Name in Capital Letters)

Firm Registration No.....

UDIN No.....

Seal :

*If audited turnover not available, unaudited provisional turnover need to submit.

Annexure: 6

PERFORMANCE STATEMENT (last three years)

Name of the Applicant:

Sr. No.	Name and address of client; Name, designation and contact no./e-mail id. of the officer concerned	Contract details including total manpower deployed	Value of Contract (Rs.)	Duration of the contract (From to To)	Client satisfactory certificate enclosed (Yes/No)
	Additional information, if any				

Signature of Applicant

Name and designation of signatory with seal

Date:

Place:

N.B: The above details, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

Annexure: 7

DETAILS OF EMD SUBMITTED

Details of the EMD instrument (BG/DD/FDR)	Validity Period	EMD Amount
No..... Issuing Bank..... Date of issue.....		

Signature of the Bidder/Authorised Representative

Annexure: 8

BANK GUARANTEE FORMAT FOR EMD/BID SECURITY

To
The Director
Assam Cancer Care Foundation
Guwahati, Assam

Whereas..... [name of bidder] (hereinafter called “the bidder”) has submitted his tender dated (date) for the supply of.....(hereinafter called “the bid”).

KNOW ALL MEN by These Presents that we of having registered office at(hereinafter called “the bank”) are bound up to ACCF, Guwahati (hereinafter call “the purchaser”) in the sum of..... for which payment well and truly to be, made to the said purchaser, the bank binds itself, its successors and assigns by these presents. Sealed with the common seal of the said bank this day of, 2019.

The conditions of this obligation are:

1. If the bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form or
2. If the bidder, having been notified of the acceptance of its bid by the purchaser during the period of bid validity.
 - (a) fails or refuses to execute the contract form, if required or;
 - (b) Fails or refuses to furnish the Performance Security, in accordance with the clauses of the tender.
3. We undertake to pay to 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 its demand the purchaser will note that the amount claimed by it, is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

4. This guarantee will remain in force up to and including 20 (Twenty) days after the period of bid validity or as it may be extended by the purchaser, notice of which extension(s) to the bank is hereby waived and any demand in respect thereof should reach the bank not later than the above date.

Signature of the Bank Official

Seal

Date.....

Place.....

Witness.....

(signature, name and address)

Annexure: 9

Financial Bid Format

(to be submitted online only-quoted location wise)

(Amount in Rupees)

			Manpower Cost		Other Cost							
Location	No of Beds	Total Area (in SqF) of each location	Total Man power Provided* *	Manpower Cost per Month	Charges towards Machines/Equipment/Tools Deployed per month	Charges towards Consumables and other Claning Materials per month	Other towards Overheads, Admin and Margin, etc., per month	Total Monthly Service Charges excluding GST.	GST on Monthly Service Charges		Monthly Service Charges (Quoted) Including GST	Per Sq. Ft. Monthly Rate
Barpeta	135	249243										
Silchar	152	250247										
Dibrugarh	182	263265										
Tezpur	44	103193										
Lakhimpur	44	104583										
Jorhat	44	100033										
Kokrajhar	44	109999										
Darrang	44	97799										
SCI Phase 1	347	21797										
SCI Phase 2		324696										
Diphu	135	115605										
		1740459					Total	0		0	0	

Note:

- Financial/Price bid to be submitted **online** only in the prescribed format. Submission of financial bid in hardcopy shall render the bid liable for cancellation.

2. Bidder with lowest aggregate quote (Total monthly Service Charges offered i.e. Column “E”) for a location shall be selected as preferred bidder for award of contract for that particular location.
3. The Agency, if shortlisted and contracted, is required to engage atleast same number of manpower that has been proposed in its Technical Bid/proposal. Short deployment of manpower shall amount to proportion deduction from the monthly payment towards service charges
- 4.
5. The Agency (Service provider) is responsible for complying the labour rates for different categories of manpower as stipulated under Minimum Wages Act and other applicable laws as amended from time to time.
6. List of consumable as indicated above is approximate only. Consumption of consumable may increase or decrease in a month. ACCF will not be responsible for any increase in the monthly consumption of the consumables. Bidder is requested to assess the monthly consumption before quoting.
7. No extra payment shall be made, if the Agency deploys more manpower than as is mentioned in the technical proposal/bid to achieve desired level of housekeeping.
8. The Agency will have to provide a minimum of two sets of uniform per year including Identity Cards to all the workers & gum boots and hand gloves, safety goggles, masks (to whom required as per work allocation) of good quality and colour code as prescribed.
9. The Agency shall provide & maintain machineries and its consumables & cleaning material at health facility (ies) as mentioned in technical bid within the agreed/contracted price. The client shall pay the agreed amount for the services rendered by the client on lumpsum basis which includes the cost towards manpower, consumables and management, supervision, overhead, margin, etc. No payment, other than contracted price, shall be made to the Agency.
10. The Agency will have to make payment through e-transfer after opening of individual bank account for the workers deployed at health facilities and also submit the copy of the monthly bank statements of the concerned workers to the designated nodal Officer of health facility after transferring wages. Further, the proof of ESI/EPF deposit to the concerned authorities should also be submitted to designated Nodal Officer of health facility/payment authority and only after receipt/verification, payment of the same shall be made by the authority.
11. GST shall be paid extra, if applicable.

I/we also declare that, I/we will abide by all the rules and regulation of SCI Guwahati, if awarded the Contract. I/we are also aware that ACCF reserves the right to cancel our bid/application without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

Signature of Authorised Person

Date :

Full Name:

Place :

Bidders Seal:

Annexure: 10

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

**The Director
Assam Cancer Care Foundation
Guwahati, Assam**

WHEREAS registered under the Indian Companies Act, 1956 and having its registered office at (hereinafter called "**the Agency**") has undertaken, in pursuance of the W.O No. dated to execute [*name of Contract and brief description of Works*] (**hereinafter called "the Contract"**).

AND WHEREAS it has been stipulated by the **Client** i.e. Assam Cancer Care Foundation, Guwahati in the RFP that the Contractor shall furnish a Bank Guarantee from a recognized bank for the sum specified therein as security for successful performance of its obligation under the contract.

AND WHEREAS We the Bank (**name of the Bank**) have agreed to give M/s..... such a Bank Guarantee;

NOW THEREFORE we (name of the Bank) hereby affirm that we are the Guarantor and responsible to ACCF , on behalf of the Agency, up to a total of [amount of guarantee]-----[In words], and we undertake to pay you, upon your first written demand, accompanied by certificate that despite reasonable notice and grant of time the contractor has committed default/breach of its obligations under the agreement or failure to perform said agreement and without cavil or argument, any sum or sums within the limits of _____[amount of guarantee] .

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

Our liability under this guarantee shall not exceed of Rs -----

This guarantee shall be valid up to -----

Signature and seal of the guarantor_____

Name of Bank_____

Address_____

Date_____

Annexure:11

Profile of the Bidder

S. No	Particulars	Details																
1	Name & Address of the Bidder:	Name: Address:																
2	Constitution of the Bidder	Firm/Company/Society CIN in case of Company: Society Registration Number: Firm Registration Details:																
3	Year of Establishment:	Date of Incorporation/Registration: (as per the incorporation document)																
4	Details of Income Tax, GST, PF and ESI Registration	PAN: GST Registration Number: PF Registration Number:																
5	Details of the Contract Person:	Name: Designation: Email: Mobile:																
6	Employee Details: (Employees for atleast three months with the Bidder as on the due date of bid submission)	Number of Cleaning/Housekeeping Staff: <ul style="list-style-type: none"> • Skilled: • Semi-Skilled: • Unskilled: • Number of Administrative Staff: <ul style="list-style-type: none"> • Professionals: • Others: 																
7	Turnover & Profitability	<table border="1"> <thead> <tr> <th>Financial Year</th><th>Turnover Similar Activity</th><th>Net Profit After Tax</th><th>Net worth (End of the FY)</th></tr> </thead> <tbody> <tr> <td>2017-18</td><td></td><td></td><td></td></tr> <tr> <td>2018-19</td><td></td><td></td><td></td></tr> <tr> <td>2019-20</td><td></td><td></td><td></td></tr> </tbody> </table>	Financial Year	Turnover Similar Activity	Net Profit After Tax	Net worth (End of the FY)	2017-18				2018-19				2019-20			
Financial Year	Turnover Similar Activity	Net Profit After Tax	Net worth (End of the FY)															
2017-18																		
2018-19																		
2019-20																		
8	Number of 200 bedded hospital where similar services has been provided by the Bidder for atleast one year.																	

9	Number of similar work executed of value more than or equal to Rs 1 Cr in last three years starting from 2017-18		Name of the Client	Year	Cumulative value of the Order
10	The Accreditations, Awards and Achievements of the Bidder.	Awards: Certificates: Others Credentials:			

Signature of the Bidder/Authorised Signatory

Date:

Place:

Annexure-12

DRAFT CONTRACT FORMAT

(To be stamped as an agreement in the court stamp paper valued Rs. 100/-)

This agreement made theday of..... 2020 between ACCF, Guwahati (hereinafter “the Contracting Entity”) of the one part and (name of Agency) of (address, city and country of supplier) (hereinafter “the Agency”) of the other part.

Whereas the Contracting Entity has issued RFP (Ref No.....) inviting proposal from eligible parties interested in providing housekeeping service at SCI, Guwahati for a period of 36 months. In response to the RFP the Agency had submitted both technical and price bid. The Agency was evaluated by the Contracting Entity as most preferred bidder based on the bid submitted by it. Hence the Contracting Entity awarded the contract to the Agency and the Agency agreed to provide the service as per the agreed terms and conditions.

Whereas the Contracting Entity agrees to pay a monthly service charges (lump sum) of Rs (Rupees.....) exclusive of GST for the services to be rendered by the Agency. The service charges are subject to an **annual price escalation of 3%** as per the RFP terms. The service charges herein after called as the “Contract Price”.

And whereas the Agency has deposited a sum of Rs/- (Rupees), in the form of Bank Guarantee, issued form having branch at Guwahati, before signing of this agreement as performance security deposit.

Now this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Letter of Award (LoA) as issued by the Client (i.e. Assam Cancer Care Foundation)
 - b) The bid (Technical & Financial Proposal) submitted by the Agency in response to the RFP
 - c) The Special Conditions of the Contract
 - d) The RFP document including the amendments, corrigendum or clarifications issued by ACCF.
 - e) Any other documents or written communication having relevance to this agreement.

3. In consideration of the payments to be made by the Contracting Entity to the Agency as hereinafter mentioned, the Agency hereby covenant with the Contracting Entity to provide, the services in conformity in all respects with the provisions of the Contract.
4. The Contracting Entity hereby covenants to pay the Agency in consideration of the provision of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be provided by the Agency are as under.

Sl.No	Brief Description of Services	Contract Duration	Service Charges per Month	GST in %	Total value inclusive of GST
1	Housekeeping Services at Barpeta				
2	Housekeeping Services at Silchar				
3	Housekeeping Services at Dibrugarh				
4	Housekeeping Services at Tezpur				
5	Housekeeping Services at Lakhimpur				
6	Housekeeping Services at Jorhat				
7	Housekeeping Services at Kokrajhar				
8	Housekeeping Services at Darrang				
9	Housekeeping Services at SCI Phase 1				
10	Housekeeping Services at SCI Phase 2				
11	Housekeeping Services at Diphu				

Note:

- (a) The monthly Service Charges as mentioned above are inclusive of all costs including manpower, chemicals & consumables, machinery & equipment, supervision, administration and other overhead expenses.
- (b) GST shall be payable to the Agency as per the applicable rate.
- (c) The Agency shall ensure that the remuneration or labour charges as paid by it to the personnel engaged to render the service are conforming to Minimum Wages Act and other Labour laws applicable from time to time.
- (d) If the notified labour rates are revised at any point of time then the Agency shall also revise the payment to its housekeeping staff accordingly. The contract amount will not be revised due to any revision in labour rates or change in prices of consumables, machineries etc. If any time during the currency of the contract, it is found that the Agency is paying less than the statutory labour rates to the housekeeping staff, the contract shall be terminated and/or appropriate action shall be initiated against the Agency.

5. Effectiveness and Duration of Contract:

The contract shall come into effect on the date of signing by both the parties. The contract shall be valid for a period of 36 (Thirty-six) months from the date of actual commencement of services. The contract can be extended for another 6 months on the same terms and conditions, subject to mutual understanding between both the parties

6. Commencement of Services:

The Service Provider should commence the Services within **30 days** of signing of contract or any other date mutually agreed by both the parties at the time of signing of agreement.

7. Scope of the Work:

- (a) Detailed Scope of the Work is enclosed under Section- III of this RFP document.
- (b) Details of Equipment to be used, liveries and consumables to be used at housekeeping job are given at Annexure -A. No. of manpower shall be as per quoted and agreed by the selected bidder. If it is found that to maintain the cleanliness, more manpower is required, the same shall be provided without any extra cost to the Contracting Authority.
- (c) The Service Provider shall provide the consumables indicated at Annexure -A and any other consumables/machinery deemed necessary without any extra cost. The contractor shall provide resources, to meet the contractual obligations. Storage area for consumable and related things to housekeeping shall be provided by hospital administration within the hospital premises to the housekeeping agency. This store should be under the charge of agency's supervisor, the daily stock recordkeeping of consumable should have maintained by agency's supervisor, the record will have checked by nodal officer of hospital at any day of every week. It will be mandatory to maintain one-month advance stock of consumable items used in the housekeeping.

- (d) The Service Provider is required to provide minimum Number of Machineries, at Hospital(s), as indicated at Annexure-A. Electricity required to run the machineries shall be provided by the Hospital Authority.
- (e) Bidder should provide details of Machineries, consumables and other requirements in approach and methodology.

7. Variations or amendments to the contract

The Contracting Entity may seek variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out as per the existing contract rates on a proportionate manner.

8. **Contract Price (Service Charges)**

8.1 The Client shall pay to the Service Provider the service charges on monthly basis at the contracted rate for rendering the services as per the agreed terms and conditions successfully. The contract price shall be as per the price quoted by the successful bidder and agreed by both the parties to the contract.

8.2 Although the bid prices have been asked as a monthly lump-sum, while raising the monthly bill, the Service Provider shall bifurcate/divide the monthly billing amount into different heads as given below:

- (f) Towards Staff Salary & Wages
- (g) Towards Cost of Consumables, Machineries, Equipment, tools etc.
- (h) Towards Overhead Expenses (Monitoring, Supervision, margin, etc.)
- (i) GST, as applicable.
- (j) Less deductions (penalties and recoveries, etc.)

9. **Payment Terms**

9.1. The Agency has to submit the Invoice for the month in the agrees format and manner in the immediately following month. ACCF shall ensure release of the monthly payment within 15 days of submission of the Invoice.

9.2. The Agency shall submit following certificate along with the monthly Invoice to initiate the payment process.

- (a) Wages of workers were credited to their bank accounts on _____ (date) along with employee wise bank statement along with employees bank account number.
- (b) ESI Contribution relating to workers amounting to Rs. _____ was deposited on _____. (Copy of employee wise e-receipt enclosed)
- (c) EPF Contribution relating to workers amounting to Rs. _____ was deposited on _____. (Copy of e-receipt along with employee wise details enclosed)
- (d) We are complying with all statutory Labour Laws including Minimum Wage Act and all other statutory laws and benefits of Central Govt and Government of Assam. (self-certificate)

- 9.3. These shall be no advance payment of service charges, it shall be on monthly reimbursement basis
- 9.4. The Agency shall be absolutely, completely and exclusively responsible for the payment of salary, for the housekeeping staff employed at the health facilities (under the contract) on or before 5th of each succeeding month. If the Agency is not able to raise and submit bills to ACCF in schedule time with all requisite documents and as a result of which no payment has been released by ACCF, then the Agency shall be liable to make payment to the housekeeping staff on or before 7th of each month.
- 9.5. All payments to the service provider shall be subject to statutory deductions as per the applicable and also other deductions or adjustments as per the terms of this contract.
- 9.6. Payment towards manpower cost shall be made in full provided the Agency deputed agreed number of manpower as proposed by it in the technical proposal. Proportionate deductions shall be made in case of absenteeism or non-deployment.

10. Liquidated Damages & Penalty

- 10.1 If the Agency fails to commence the services within the prescribed timeline of 30 days from the date of signing the contract, then 1% per week LD of annual contract value shall be imposed with an overall cap of 5% of the contract price. After arriving at maximum penalty (i.e. 5%), Contracting entity (i.e. ACCF) may terminate the contract with forfeiture of PBG.
- 10.2. Wherever, it is found that the cleanliness is not up to the mark, it will be brought to the notice of the supervisory staff of the Agency by sister I/C of designated area and designated officials of the health facility, if no action is taken within ONE hour, liquidated damages @ Rs.200/- per complaint shall be imposed. The decision of nodal officer of that health facility shall be final, in this regard.
- 10.3. For absence of manpower, a penalty @ Rs. 500/- per worker per day will be deducted from the bill which will be over and above of other deductions (including but not restricted to the Wages that would otherwise have been paid).
- 10.4. If the garbage is not lifted as per above defined mode, penalty of Rs. 500/- on each failure occasion shall be imposed.
- 10.5. If housekeeping staff is found without uniform and safety gloves, gumboots etc. (which are required for safety of housekeeping staff & infection control), a penalty of Rs. 100/- per day or at each instance. For repeated non-compliance, double the penalty i.e. Rs. 200/- shall be payable.
- 10.6. Indecent or mischievous behavior by the housekeeping staff to employee(s) of Health facilities or Patient/ patient relative/ visitors will attract a penalty of Rs. 500/- on each such occasion incidence.

- 10.7. In case of failure by the Agency to provide required tools , equipment, machinery or consumables continuously for a period of 15 (fifteen) days, Hospital authority has the right to purchase the same from the open market and deduct the cost of the same from the monthly bill of the Agency.
- 10.8 Area-wise feedback form for cleanliness will be filled by the Nominees appointed on rotation basis by Hospital authority (these nominees can be from Hospital staff/ other Govt. dept. staff/Visitor of Hospital/Patient which shall be decided by the authority on each occasion). This feedback form shall be filled at least 10 times on different days in a month. For Feedback, below mentioned draft format shall be taken as reference, in which cleanliness will measured from 0 to 10 scale, 0 being poorest and 10 for excellent. 10 forms in a month will be filled and cleanliness % will be derived. These cleanliness % will be averaged out for a month which will be taken into consideration for penalty calculation.
- (a) If as per above average monthly cleanliness % is 90% or above no penalty will be levied.
 - (b) If as per above average monthly cleanliness % is 80% or above but below 90% than penalty at the rate of 1% on total monthly payment will be levied.
 - (c) If as per above average monthly cleanliness % is 70% or above but below 80% than penalty at the rate of 2% on total monthly payment will be levied.
 - (d) If as per above average monthly cleanliness % is 60% or above but below 70% than penalty at the rate of 3% on total monthly payment will be levied.
 - (e) If as per above average monthly cleanliness % is 50% or above but below 60% than penalty at the rate of 4% on total monthly payment will be levied.
 - (f) If as per above average monthly cleanliness % is 40% or above but below 50% than penalty at the rate of 5% on total monthly payment will be levied.
 - (g) If as per above average monthly cleanliness % is remains below 40% for consecutive 3 months then Contract may be terminated, as it proves agency is not doing its assigned work properly and not improving its services.
- 10.9. In addition to above, Agency need to take feedback from Patients, Doctor(s), Nurse(s), and attendants in below mentioned indicative format (Format may be finalized with consultation of Contracting Entity). For Feedback, below mentioned draft format shall be taken as reference, in which cleanliness will measured from 0 to 10 scale, 0 being poorest and 10 for excellent. Every fortnight agency required to fill 10 such form, this form will be filled and cleanliness % will be derived. These weekly cleanliness % will be averaged out for a month. Which will be taken into consideration for penalty calculation. this penalty will be levies on and above of above penalties.
- (a) If as per above average monthly cleanliness % is 90% or above no penalty will be levied.
 - (b) If as per above average monthly cleanliness % is 80% or above but below 90% than penalty at the rate of 1% on total monthly payment will be levied.
 - (c) If as per above average monthly cleanliness % is 70% or above but below 80% than penalty at the rate of 2% on total monthly payment will be levied.
 - (d) If as per above average monthly cleanliness % is 60% or above but below 70% than penalty at the rate of 3% on total monthly payment will be levied.

- (e) If as per above average monthly cleanliness % is 50% or above but below 60% than penalty at the rate of 4% on total monthly payment will be levied.
- (f) If as per above average monthly cleanliness % is 40% or above but below 50% than penalty at the rate of 5% on total monthly payment will be levied.
- (g) If as per above average monthly cleanliness % is remains below 40% for consecutive 3 months then Contract may be terminated, as it proves agency is not doing its assigned work properly and not improving its services.

11. Indemnity

11.1. Without limiting any other remedy of Contracting Entity (i.e. ACCF) in law or under the Agreement, the Service Provider shall at its own expense, defend, indemnify and hold harmless the Contracting Entity, its directors, officers, employees, agents and customers from and against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time. Contracting Entity shall not owe any responsibility in this regard. Payment of minimum wages, notified by the government, shall be ensured all the time any and all loss, cost, expense, claims, proceedings, actions, demands or liability, including legal counsel fees and expenses, incurred or suffered by the Contracting Entity, at actuals ("Loss") resulting from, or arising out of or in connection with Service Provider's failure to comply with Applicable Law, the terms of the Agreements, including but not limited to:

- (a) non-compliance with the Client's environmental health and safety requirements;
- (b) negligence or wilful misconduct of Service Provider its employees, contractors, suppliers or agents;
- (c) defects in the workmanship, materials or design of the Services supplied, Services or work performed by Service Provider;
- (d) failure by Service Provider to comply with Applicable Laws;
- (e) breach of any representations and warranties given by the Service Provider under the Agreements;
- (f) damages or claims arising out of non-compliance with security policies and procedures notified by the Client, whether in writing or otherwise.
- (g) any other breach of the Agreements.

11.2. Without limiting the indemnity contained in this Clause, if any of the persons employed or engaged by Service Provider or the Client and / or Service Receiver suffers injury, disablement (full or partial) and fatality or become ill while at Client and / or the Service Receiver's premises or on Site, on account of any action and/or inaction of Service Provider, and requires medical treatment and/or transportation, Service Provider agrees that it shall pay and indemnify the Client and / or the relevant Service Receiver for all costs and liability suffered or incurred by Client and / or the Service Receiver arising out of or in connection with the provision of or arrangement for such medical treatment and/or transportation.

12. Limitation of Liability

- 12.1. The Service Provider shall not be liable to the Client/Service Receiver, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay the liquidated damages to the Client/Service Receiver, and the aggregate liability of the Service Provider to the Client/Service Receiver, whether under the Agreement, in tort or otherwise, shall not exceed the total contract price as specified under the Service Order.
- 12.2. Provided that, the limitation of liability under Clause 11 above shall not apply to: (a) the cost of repairing or replacing Defects in the Equipment or performing any Services; (b) obligation of the Service Provider to indemnify the Client/Service Receiver under this Definitive Agreements; (c) losses caused due to the Service Provider or sub-contractors fraud, gross negligence or wilful misconduct; and (d) contravention of Laws by the Service Providers or any of its subcontractors

13. Termination of the Contract

- a. Both to parties to this contract (i.e. The Agency & ACCF) can go for a premature termination by serving three months' notice, in writing, with or without giving any reason of such termination, whatsoever. However, in case of such sue moto termination the performance security shall not be liable for forfeiture.
- b. ACCF reserves the right to terminate the contract either in part or full at its convenience. In case of partial termination of services, one-month notice shall be served and for full contract termination, above (a) will be applicable.
- c. In case of non-performance or breach of contractual obligation by the Agency even after written communication by the Contracting Entity raising such issues of irregularities or contractual noncompliance, the Contracting Entity (i.e. ACCF) reserve the right to terminate the contract (pre-mature) any time prior to its completion serving a 30 (thirty days) of notice of termination clearly citing the reason for such action. Prior to the serving of the letter for termination, the Contracting Entity shall communicate in writing the irregularities and allow a maximum period of 2 weeks' time to the Agency to rectify those irregularities, negligence noncompliance.
- d. In case of pre-mature termination of the contract by the Contracting Entity due to non-performance or breach or nonfulfillment of contractual obligations, the Performance Security Deposit of the Agency shall be forfeited by the contracting entity forthwith besides annulment of the contract.

14. Risk Clause:

- 14.1. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the nodal officer of SCI and (or) ACCF . Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the Hospital, and shall not knowingly lend to any person or company any of the effects or assets of the Hospital, under its control.

14.2. In the event of loss/damage of equipment etc. at the premises of the health facility due to negligence/carelessness of the staff deputed by the Agency, if established after an enquiry, then the Agency shall compensate the loss to the Health Facility. The contractor or its representative/s shall meet the designated respective nodal officer or his/her representative(s) regularly to take feedback regarding the Housekeeping Services.

- (a) The contractor will also maintain a complaint/suggestion book, at every health facility (ies) where his/her staff is deployed, for comments on the housekeeping services.
- (b) The contractor shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the health facility premises and shall indemnify by any act of the contractor or its employees or staff etc.
- (c) The contractor shall not assign or sublet this Agreement or any part thereof to any third party.
- (d) Training on behavior aspects and ethics must be done regularly. Government health facility way of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.
- (e) License, if any, required for Housekeeping Services at the site will be made available by the contractor (service provider).

15. Arbitration

15.1. Any dispute arising out of or during execution of the contract shall be settled mutually. In the event, no amicable resolution or settlement is reached within a period of 45 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996 as amended by Arbitration and Conciliation (Amended Act 2015).

15.2 Arbitration shall be held in Guwahati, Assam. The proceedings of the arbitration shall be in the English language. The Arbitrator's award shall be final and binding on the parties.

16. Governing Law

16.1. The Agreement shall be governed and construed in accordance with the laws of India. Place of jurisdiction shall be Guwahati.

17. Force Majeure

17.1. Definition of Force Majeure

"Force Majeure Event" shall mean any of the following events or circumstances or combination of the following events or circumstances:

- a) which are beyond the reasonable control of the affected Party,

- b) which the affected Party could not reasonably have anticipated or provided for before entering into the Agreement/ the Service Order;
- c) which, having arisen, the affected Party could not reasonably have avoided or overcome with the exercise of reasonable degree of skill and care, or
- d) which has not resulted from the negligence of the affected Party or the failure of such Party to perform its obligations under the Agreements and
- e) which or any consequences of which, have a direct, material and adverse effect upon the performance by the affected Party of its relevant obligations under the Agreement/ Service Orders, such as:
 - (i) Fire and other adverse weather conditions (including rain, hail, floods, lightning strikes, severe wind and electrical storms), where such adverse weather condition exceeds the average adversity caused by a similar adverse weather condition lasting for the same duration in the preceding 25 (twenty-five) consecutive years;
 - (ii) Typhoon, tornado, earthquake, landslide, subsidence, washout, pandemic or epidemic resulting in quarantine restrictions or other similar acts of God;
 - (iii) War (whether declared or undeclared), riot, civil war, blockade, insurrection, acts of public enemies, national emergency, declaration of martial law or civil disturbance;
 - (iv) Nationwide strikes or lockouts or other industrial action, excluding such strikes, lock-outs and industrial action of Service Provider's personnel and personnel of its Sub-contractors; and
 - (v) munitions of war, explosive materials, ionising radiation or contamination by radioactivity, except as may be attributable to Service Provider's use of such munitions, explosives, radiation or radioactivity.

For avoidance of doubt, the following shall not constitute Force Majeure events:

- (i) shortage or unavailability of labour, materials, equipment, plant and machinery, fuel or other consumables unless such shortage or unavailability is a direct result of a Force Majeure event; and
- (ii) any increase in cost, prices, rates, wages, commissions, fees, duties or other levies;
- (iii) any force majeure event claimed by the subcontractors of Service Provider.

- 17.2. Upon the occurrence of a Force Majeure Event, the Service Provider shall promptly notify the Client, in writing, of such conditions and the cause thereof within 48 hours of occurrence of such event. Unless otherwise directed by the relevant Client/Service Receiver, Service Provider shall continue to perform its obligations under this Agreement as well as the relevant Service Orders as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure Event.
- 17.3. If the Service Provider is prevented from performing any of its obligations under the Agreements by Force Majeure Event of which notice has been given under Clause above, and suffers delay by reason of such Force Majeure Event, the Service Provider shall be entitled to claim suspension of the performance of its obligations or subject to compliance with the procedure for extension of time as specified under the Agreements.

17.4. However, if the performance in whole or in part or any obligation under this Agreement is prevented or delayed due to a Force Majeure Event for a period exceeding 60 (sixty) days, either party may at its option terminate the Agreement/ the Service Orders without any financial repercussion on either side.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with the laws in force, the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Client)

In the presence of.....

Signature

Name

Address

Witness 1. 2.

Signed, Sealed and Delivered by the

Said _____ (For the Contractor)

In the presence of

Signature

Name

Address

Witness 1. 2.