

Tender Document

For

Outsourcing of Laundry Services

in

24 Government Healthcare facilities in the, Madhubani district in the state of Bihar

Issued on: Date 30.01.2019

Last Date & Time of Submission of Bid	05.03.2019 till 05:00 PM
Date & Time of Opening of Bid	06.03.2019, 11:00 AM

NOTICE INVITING TENDERS (NIT)

FOR

Outsourcing of Laundry Services at Government Healthcare Facilities in Madhubani

Tender Enq. Ref. No: DHS/NCS/Laundry/2019/196

Dated: 30.01.2019

- 1) Civil Surgeon-cum – Member Secretary, District Health Society, Madhubani invites tenders from eligible and qualified organizations for Outsourcing of Laundry Services in selected Government Healthcare Facilities (*as mentioned in sub-clause 1.1, in Background & Scope of Work*).
- 2) The primary objective is to ensure availability of regular cleaning of all facility laundry on a regular basis, and availability of clean laundry at the selected Government Healthcare facilities.
- 3) Tender documents may be collected from District Health Society, Madhubani, In front of Sadar Hospital, Hospital Road, Madhubani, Bihar, Pin-847211 on payment of Rs. 100/- (One Hundred Rupees Only) or downloaded from the district website <https://madhubni.nic.in>.
- 4) The technical bid should accompany a refundable bid security/Earnest Money Deposit (EMD) of Rs. 5,25,000 (Indian Rupees Five Lacs Twenty Five Thousand Only) in form of demand Draft drawn in favour of District Health Society, Madhubani. It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD, shall be summarily rejected.
- 5) Bidders can submit their bids on or before **05/03/2019** up to 17:00 Hrs. along with EMD, through speed-post/ registered post (courier or by-hand submission of bid shall not be accepted) “Civil Surgeon–cum–Member Secretary, District Health Society Madhubani, Sadar Hospital, Hospital Road, Madhubani, Bihar, Pin-847211.
- 6) The tenders submitted up to the scheduled date and time shall be opened on **06/03/2019** at 11:00 Hrs. The bidder’s authorized representative may attend the tender opening (technical bid) on the date and time mentioned above.
- 7) All the further notifications/amendments, if any shall be posted on DHS notice board & concerned district website <https://madhubni.nic.in>. No separate communication shall be made with individual bidders.

Civil Surgeon – cum – Member Secretary,
District Health Society, Madhubani.

1. Background & Scope of Work

- 1.1. District Health Society (DHS), Madhubani (“**Authority**”), invites proposal from eligible bidders for providing **Laundry Services** at the following Government Healthcare Facilities of Madhubani district, Bihar.

Sl No.	Name of Facility	Bed Strength
1	Sadar Hospital, Madhubani	110
2	Sub-Divisional Hospital, Jaynagar	75
3	Sub-Divisional Hospital, Jhanjharpur	50
4	Sub-Divisional Hospital, Phulparas	50
5	Andhrathari	6
6	Babubarhi	30
7	Basopatti	30
8	Benipatti	6
9	Bisfi	30
10	Ghoghardiha	6
11	Harlakhi	30
12	Jhanjharpur	6
13	Kaluahi	6
14	Khajauli	30
15	Khutauna	30
16	Ladania	30
17	Lakhnour	6
18	Laukahi	30
19	Madhepur	6
20	Madhwapur	30
21	Pandaul	6
22	Phulparas	6
23	Rahika	6
24	Rajnagar	30

- 1.2. The scope of work will broadly include installation of washing machine in Health Facilities, collection of dirty linen, washing of dirty linen, drying and return back clean linen to the facilities etc. Detailed scope of work is given in the key terms of the Contract provided in **Annexure 5**. You are requested to quote your best offer along with all required documents as mentioned in this Tender Document.
- 1.3. The sealed Bids should reach the address provided in Clause 7.4 herein, latest by 05.03.2019 till 05:00 PM and it will be opened on 06.03.2019 on 11:00 AM at Meeting Hall, Collectorate, Madhubani. The bidders or their authorized representatives may attend the tender opening process on the date and time mentioned above.

2. Contract Period

The contract will be valid for a period of 12 months from the date of commencement of services. However, in the event of service rendered being found unsatisfactory or due to any other such reasons, the contract can be short closed by the Authority & Performance Security money will be forfeited as per the terms of the contract. The contract period may be extended for duration of 1 year or more, on the same rates, terms and conditions based on the requirements, availability of resources and specially the satisfactory performance of work done by the agency or in any other conditions mutually agreed by the service provider and the DHS. Any extension shall not be the right of the agency.

3. Eligibility Criteria

- 3.1 The Bidder should be Registered Company under Companies Act 1956/2013/ Partnership Firm/ Proprietorship Firm/ Trust/ Society and should have been in operation during last 3 years. Consortiums are not allowed.
- 3.2 **Technical capacity** - The bidder must have minimum three years of experience of providing laundry services in Central Govt./ State Govt./ PSUs / reputed hospitals of private sector. In case of private sector hospitals, concerned client should be of minimum 150 beds size. The Agency will be required to provide copy of work order and experience certificate from the contracting agency. The certificate should clearly mention the nature of work.
- 3.3 **Financial capacity** - The average annual turnover of the Bidder during the last 3 financial years (FY 2015-16, 2016-17 and 2017-18) should not be less than Rs. 1.5 Crores.
- 3.4 The Bidder should not be Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, and No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder. The bidder shall declare all ongoing litigations it is (its directors/ promoters) involved in with any government agency/state/central department/PSU.
- 3.5 No Joint Venture/ Consortium is allowed to participate in the Bidding process.

4 Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

5 Site visit and verification of information

5.1 Bidders are advised/ encouraged to submit their respective Bids after visiting the Health Facilities and ascertaining for themselves the information regarding the same and any other matter considered relevant by them.

5.2 It shall be deemed that by submitting a Bid, the Bidder has:

- made a complete and careful examination of the Tender Documents;
- received all relevant information requested from the Authority;
- acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Tender documents;

6 Amendment to the Tender document

6.1.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the Tender document by the issuance of Addenda.

6.2 Any Addendum thus issued shall be uploaded on the district's website/ put up on the Authority's notice board at the DHS.

7 Submission of Bids

7.1 A bidder shall submit only single tender. If more than one tenders are submitted, all the bids of concerned bidder shall be summarily rejected.

7.2 The tender should be submitted in two parts i.e. **Technical Bid and Financial Bid.**

7.2.1 Technical Bid:

To qualify in the Technical bid the Bidder should have the minimum eligibility criteria as mentioned under "**Eligibility Criteria**" section and the Bidder in this regard should submit the documents mentioned under Clause 13 - "**Documents Required**".

7.2.2 Financial Bid:

- The financial bid shall contain the Price Bid Form **as per Annexure 1.**
- The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account.

7.3 The Technical Bid and the Financial Bid should be submitted in **two covers**; one superscribing Technical Bid and second Financial Bid. Both the envelopes are in turn to be put in another envelope. This envelope should be superscripted prominently as "**TENDER FOR OUTSOURCING OF LAUNDRY SERVICES.**" All the three envelopes are to be duly sealed.

7.4 Each of the envelopes should be addressed to

Civil Surgeon – cum – Member Secretary,
District Health Society, In front of Sadar Hospital, Hospital Road, Madhubani,
Bihar, Pin-847211

7.5 Unsealed, conditional tenders and tenders without EMD shall not be entertained

7.6 Any bid received after the specified time and date for submission of bids shall be rejected and returned to the Bidder unopened.

8 Earnest Money Deposit

Earnest Money Deposit (EMD) of Rs. 5,25,000 (Indian Rupees Five Lacs Twenty Five Thousand Only) should be submitted by means of a Bank Demand Draft prepared in the name of District Health Society (DHS), Madhubani. The EMD of the unsuccessful bidder will be returned to them without any interest, after final conclusion of the tender. The EMD of the successful bidder will be returned without any interest, after receipt of the Performance Security (PS), as per the terms of the contract. It may be noted that no bidder is exempted from deposit of EMD. Tenders submitted without EMD, shall be summarily rejected.

9 Taxes/Duties

Rates quoted should be inclusive of all taxes & duties and levies, excluding Goods & Services Tax (GST). Taxes (if any applicable) would be deducted at source, as per prevailing rates/rules.

10 Right to accept and to reject any or all Bids

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

11 Validity of bids

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

12 Correspondence with the Bidder

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

13 Documents Required

The following documents duly attested should be submitted along with the **Technical Bid**. The bidder must submit these mandatory documents.

1	Duly filled format of Technical Bid as per Annexure 2 forming part herein
2	<ul style="list-style-type: none">• For Company - Copy of the Certificate of Incorporation issued by the Registrar of Companies (RoC) under companies act 1956/2013• For Partnership Firm- Registration Certificate issued by registrar of firm under partnership act 1932• For Society/Trust- Certificate issued under society registration act 1860/ Indian Trust Act 1882• For Proprietorship firm- Certificate issued under shop & Establishment Act
3	Refundable Earnest Money Deposit (EMD) in the form of a Demand Draft as mentioned in Clause 8 herein
4	Experience certificate/ work completion certificate of providing "Laundry

	services” on outsourcing basis in hospitals of Central Govt./ State Govt./ PSUs / reputed hospitals of private sector. In case of private sector hospitals, concerned client should be of minimum 150 beds size. The Agency will be required to provide copy of work order and experience certificate from the contracting agency. The certificate should clearly mention the nature of work. To be submitted as per Annexure 3 , forming part thereof
5	Affidavit for not being Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason, and No criminal/ vigilance case related to cheating, forgery, Criminal breach of trust, theft and prevention of Corruption Act is pending in any court of law against the bidder. The bidder shall declare all ongoing litigations it is (or its directors/ promoters) involved in with any government agency/ state/ central department/PSU. To be submitted as per Annexure 4 , forming part thereof
6	Audited Balance sheet for last 3 financial years (FY 2015-16, 2016-17 and 2017-18) and; i. Statement of Profit & Loss Account (if the bidder is registered under Companies Act), or ii. Statement of Profit & Loss Account, (if the bidder is registered under Partnership Act), or iii. Income and expenditure account (if the bidder is registered under Societies and Trusts Act), or iv. Profit and loss account (if the bidder is Proprietorship firm)
7	Copy of PAN Card of the bidder
8	Proof of Income Tax Return for the last three Assessment years (AY 2016-17, 2017-18 and 2018-19)
9	Copy of Goods & Services tax (GST) Registration certificate
10	ESI & EPF registration certificate

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

14 Evaluation

14.1 Technical Evaluation:

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

14.2 Financial Evaluation:

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

- 14.2.1 The financial bid shall be calculated based on the weighted average of the financial bid received for 'large cloth' and 'small cloth', with weightage of 70:30 for the two cloth types, respectively. *(Example: If the bidder quotes INR X for large clothes, and INR Y for small clothes, then the financial bid would be considered as INR $(0.7*X + 0.3*Y)$)*
- 14.2.2 Lowest Bid shall be termed as L1 and higher bids shall be termed L2, L3 & so on, and shall be calculated as per clause 14.2.1 (weightage average of the two bid amounts)
- 14.2.3 The contract will be awarded to the lowest evaluated responsive bidder decided by the Tender Inviting Authority.
- 14.2.4 If there is a discrepancy between words and figures, the amount in words shall be considered as valid. If the bidder does not accept the correction of the errors, his bid shall be rejected.

15 Award of contract

- 15.1 The contract for all Government Healthcare facilities (listed in this tender) shall be awarded to **L-1 Bidder** whose bid has been determined to be substantially responsive technically and commercially acceptable by the technical committee and has been determined as the lowest evaluated price bid.
- 15.2 In case of a tie, Authority shall break the tie in the following order of priority:
- **Work experience:** Bidder with higher work experience of similar nature in Govt. offices/ PSUs or other private organizations. Work experience will be calculated on the basis of the total number of months for which the Bidder has been providing similar services. In case the Bidder had provided services under 2 different projects, simultaneously, both of them will be calculated and taken into consideration.
- 15.3 In case of a further tie, even with the aforementioned work experience assessment process, Authority shall break the tie based on turnover:
- **Turnover:** Bidder with higher average annual turnover of last 3 years.
- 15.4 In case L-1 bidder denies/ fails to honour the contract/ LoI, the authority shall be at freedom to negotiate with L2, L3... (in this order) responsive bidders with their consent to enter into an agreement with the authority to provide services at L1 rate. Also, in case L1 fails to provide services within timeframe as per the work order, the authority shall be at freedom to procure the same from L2, L3..... (in this order) responsive bidders at L1 rate.

16 Intimation Letter to Successful Bidder / Notification of Award

- 16.1 Prior to expiration of the period of Bid validity, Authority will notify the Successful Bidder ("Agency") in writing that its Bid has been accepted by issuance of Letter of Intent (LOI).
- 16.2 The agreement/contract document should be executed within 21 days of the issue of the Letter of Intent (LoI). Non-fulfilment of this condition will result in cancellation of the award and forfeiture of the EMD.
- 16.3 The Performance Security (PS), must be submitted before executing the contract/signing of the contract document positively, failing which the award of the contract to the selected agency will be cancelled and EMD shall also be forfeited.

17 **Signing of agreement**

The signing of agreement floated from this NIT shall constitute the award of contract on the Successful Bidders.

The Successful Bidder shall commence the service only after the signing of the contract agreement with the Civil Surgeon– cum – Member Secretary (CS) of respective District. The selected Bidder shall complete laundry set-up installation and required electrical wiring in facility within 30 days of handover of premises. In case of delay in roll-out of services, appropriate penalties may be imposed in such case, besides other, suitable action may also be taken under the terms of the contract.

- (a) Failure to start the services within 30 days of handover of space shall lead to imposition of penalty from 31st day to 60th day, the selected agency will be levied at the rate INR 5,000 per week, per non-operational facility, for delay of every 7 days, to be appropriated from Performance Bank Guarantee submitted by the service provider or deducted from the monthly payment.
- (b) Besides above, failure to provide complete services in all the allotted facilities with-in 90 days from the date of handover of space may lead to termination of the contract, and forfeiture of the Performance Security.

18 **Others**

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

Annexure 1: Financial Bid

The rate for all facilities is provided below.

Cloth Type	Financial Quote per piece of cloth- in figures	Financial Quote per piece of cloth- in words
1) Large cloths (Bed sheet, Sheet, Blanket, Curtain, Mosquito net etc.)		
2) Small cloths (Towel, Pillow cover, Table Cloth, Chair Cloth etc.)		
For all cloths (0.70 X Rate quoted for per piece of large cloths + 0.30 X Rate quoted for per piece of small cloths)		

- a) The L1 will be based on the computed rates “For all cloths”, however, the L1 service provider will be paid as per rates quoted for “Large Cloths” and “Small Cloths” as the case may be.
- b) We understand that the financial bid shall be calculated based on the weighted average of the financial quote for ‘large cloth’ and ‘small cloth’, with weightage of 70:30 for the two cloth types, respectively.
*(Example: If we quote INR X for large clothes, and INR Y for small clothes, then the financial bid would be considered as INR (0.7*X + 0.3*Y)*
- c) The prices quoted by the bidder shall remain fixed during the entire period of the contract and shall not be subject to variation on any account.
- d) Rates quoted should be inclusive of all taxes & duties and levies, **excluding Goods & Services Tax (GST)**. Other applicable taxes would be deducted at source, as per prevailing rates/rules. GST will be paid by authority as per applicable rates.

Date:
Place:

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

Annexure 2: Technical Bid

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

Date:
Place:

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

Annexure 3: Prior Experience

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

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

Date:
Place:

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

Annexure 4: Affidavit
(On a stamp paper of Rs. 1000)

Sir,

I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s)/ director(s) are not blacklisted/ barred/ convicted by any court of law for any criminal or civil offences/ declared ineligible by State Health Society, Bihar/ District Health Society(DHS)/ or any other entity of GoB or by any entity of state government /or Govt. of India or any local Self-Government body or public undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason and from participating in Project(s).

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

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

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

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

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

Place -

Yours faithfully

Date -

Signature of the bidder

Name and Designation of the bidder

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

Annexure 5 - Key terms of the Contract

1. Obligations of Agency

1. The Agency will be responsible for collection of dirty linen from the different user areas and transport the same to laundry complex. The agency will collect dirty linen from ward and departments and exchange clean linen with dirty linen with the respective wards and departments between 7:00 AM to 8:00 AM or any other time specified by the Hospital Administration.
2. The Agency should identify torn linen at the time of collection. Only torn linen will be replaced by the Authority.
3. The Agency shall do the work of sorting, processing of used linen (**as per attached list**) with standard laundering process, including ironing.
4. Bed sheets, sheets, pillow covers, chair cloths etc. to be washed & ironed every day.
5. Apron used by MOs & Para medical staff should be washed daily
6. Office table clothes to be washed & ironed once in a week
7. Blanket, curtains should be cleaned on fortnightly basis.
8. The Agency will first treat the infected linen (blood stain etc.) and surgical linen in chlorine and then clean it in the machine as per the schedule given by the Hospital Manager (HM)/Medical Officer In-charge (MOIC). Bio-Medical Waste management rules, wherever applicable will be followed by the Agency.
9. Separate carts for transport & storage of dirty & washed linen will be used
10. The Agency shall not take any hospital linen outside the Hospital complex for washing under any circumstances, without the prior permission of the Medical Superintendent. Similarly, the Agency shall use only the premises allotted to it for drying the linens.
11. Any other work of similar nature assigned by the Hospital authorities

HR related

1. Deploy and ensure requisite and adequately trained personnel (18+ age) at the hospitals.
2. For daily supervision, Agency shall appoint a qualified Supervisor who will ensure that the work is done properly.
3. The bidder or agency shall be responsible to comply with all applicable labour legislation (Compensation, child labour, minimum wages, EPF, ESI or any other Act or Legislation, which may govern the nature of the contract and/or being issued by Central or State Government from time to time) in respect of the manpower appointed or hired by the bidder or agency in respect of execution and implementation of the project and shall indemnify and keep indemnified the authority for any claim, action or demand whatsoever in that regard. It will be the sole responsibility of the Bidder or agency to abide by the provisions of the applicable acts & rules, as to the manpower appointed or hired for performance of this contract. The authority will not be a party at any stage to any kind of dispute relating to the above.
4. The manpower provided by the agency, shall be in proper dress code (shirt/sweater and trouser) at all time. Uniform and ID card (mentioning the name of the employee and company logo on shirt) should be provided to the workers and staff who should wear it at all times. The Agency should provide 2 sets of uniform at the start and replace them after every 6 months. Agency shall ensure that the deployed manpower wears clean uniform at all times.

5. The assigned supervisor is required to conduct refresher trainings for workers, every 3 months. These trainings must be conducted in the presence of the Hospital Manager or his/her representative from the hospital administration.
6. The Agency shall ensure that the person deployed are disciplined and consumption of alcoholic drinks, paan, smoking, loitering without work and engaging in gambling, satta or any immoral act are prohibited
7. Any misconduct/misbehaviour on the part of the manpower deployed by the Agency will not be tolerated and such person will have to be replaced by the Agency at his own costs, risks and responsibilities immediately, with written intimation to the Hospital Administration
8. The staff deployed by the Agency shall not divulge or disclose any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose of security arrangement and or for other purpose, it is desirable to remove the said person, the Hospital has every right to remove the said person, immediately and responsibility if any to be borne by the Agency.

Others

1. The Agency needs to install and maintain a Commercial Washing machine in Sadar hospital & sub-divisional hospital while a normal washing machine in all other health centres **(Schedule A)**
2. The Agency shall be responsible for installation of sub-meter for electricity and all types of electrical fittings required for operation.
3. The Agency shall arrange for required number of overhead tanks for water storage and install submersible pump /motor for arrangement of water consistently.
4. The Agency shall have to pay amount toward consumption of electricity in accordance with reading of sub meter and also amount of load charges. Above amount shall be deducted from the monthly bill payable to the Agency.
5. Any types of pipes and taps or any other required equipment for supporting the washing activity will be taken care by Agency
6. Development of drying yard on the dedicated space provided by hospital shall be the responsibility of the Agency
7. All the materials used in washing should be supplied by the Agency
8. The Agency shall use only ISI marked detergent/washing material. In case it becomes necessary to use any material other than the approved, prior permission shall be obtained from the controlling authority
9. Loss/damage of clothes shall make Agency liable to pay at the rate of existing value of the damaged/lost items. Hospital Administration's decision whether such loss/damage is on Agency's account shall be final and binding on the Agency.
10. Any other damage/pilferage to the Hospital property due to mishandling, carelessness of the Agency or his workmen will be recoverable form the Agency's bill

List of the Items to be washed

Small Items	
1	Chair Cloth
2	Pillow Cower

3	Baby Sheet/Towel
4	Hand Towel
5	Bath Towel
6	Table Cloth
Large Items	
7	Staff Uniforms
8	Bed Sheet
9	Other Sheet
10	Blanket
11	Maternity Gown
12	Surgical gown
13	Curtain
14	Mosquito net

Note: The list may vary depending on the size and type of facility. Any other work of similar nature assigned by the Hospital authorities will have to be done by the Agency.

2. Obligations of Authority

- 2.1. The Authority shall make regular payment to the Agency as per the terms of the contract.
- 2.2. The Authority with the consent of Medical Officer In-charge (MOIC) will provide a separate space within the facility premises for installation of washing machine free of cost.
- 2.3. The Authority shall provide a dedicated place for drying the cleaned linen.
- 2.4. The Authority will ensure a quarterly audit of all types of linen.
- 2.5. The Authority shall permit the Agency for installation of electric sub-meter(s) wherever required.
- 2.6. The Hospital Manager (HM)/Medical Officer In-charge (MOIC). shall prepare a schedule to be followed by the Agency for washing the infected linen.
- 2.7. The Authority shall arrange for and keep at least two sets of all types of linen so that when one set is in for washing, the other is in use.
- 2.8. The Authority shall maintain a backup of at least 20 % of overall linen to replace damaged linen.
- 2.9. Authority's Representative (to be specified by the Health Facility) will sign the Log book (issued by Civil Surgeon – cum – Member Secretary) of the Agency during exchange of dirty linen with clean linen.
- 2.10. The Authority shall incorporate feedback about the services being provided by the Agency in its regular feedback mechanism and collate such feedback from the ward in-charge (or any other person responsible for collection of cleaned linen) on a regular basis.

3. Terms of Payment

- 3.1. The Agency needs to submit its bills/invoices including GST (as per prevailing rates prescribed under GST Act 2017) for the preceding month by the 5th day of every working month in accordance with the approved rates to the competent Authority, in triplicate. (Bills and requisite documents submitted after 5th day of the month will be considered for payment in the next month). The bills/invoices (as prescribed under GST Act 2017) will be accompanied with a copy of Attendance and

Performance forms. The Hospital Manager (HM)/Medical Officer In-charge (MOIC). will check the bills & forms, verify them and along with a statement of penalties to be levied based on the KPIs and release the payments as per its bills/invoices including GST (as per prevailing rates prescribed under GST Act 2017), before 15th of the month, after deduction of applicable TDS (Tax deduction at source) as per prevalent government norms. Wherever applicable, the concerned authority should initiate electronic funds transfer instead of cheque payment to the Agency within the prescribed time limits.

3.2. In case the Agency defaults on its obligations through the Key Performance Indicators (KPIs), a penalty shall be levied as mentioned under **Schedule C**.

3.3. The agency shall submit its bills/invoices including GST (as per prevailing rates under GST Act 2017) and the authority will pay the bills/Invoice amount to the agency including GST.

4. Review and Monitoring Structure

4.1. Reporting:

- a) The Agency shall maintain proper Log Books (issued by Civil Surgeon–cum–Member Secretary) for the services being provided with adequate details related to services, staff availability and equipment and materials availability (log-book shall be issued and certified by Civil Surgeon-cum -Member Secretary, District Health Society) (**Schedule F**)
- b) These Log Books shall be verified and signed by the HM/MOIC/DS/Available Doctor on a daily basis.

4.2. Monitoring:

- a) Daily Inspection: The Hospital Manager /Health Manager/Person In-charge shall inspect services being provided by the Agency on a daily basis with the help of the Health Facility staff. The Hospital Manager shall monitor services in all the three shifts with at least 8 days of direct monitoring in each shift in a month.
- b) Weekly monitoring: DS/ MOIC will do the weekly monitoring on a random basis (at least 4 inspections in a month). The scope of these inspections will include but not limited to checking of the Agency's services, feedback interviews with patients and hospital staff. Findings of these inspections shall be recorded on weekly basis and shared with the Agency and the Health Facility within 2 days of the visit.
- c) Monitoring by Rogi Kalyan Samiti (RKS): RKS members will do a random inspection on a fortnightly basis to review the services being provided by the Agency.
- d) Monthly Review Meeting: The CS and DPM shall convene a monthly review meeting with the head of the Agency, hospital manager, and at least 1 staff from the facility to review performance of the service provider. The discussion points shall be recorded and action items agreed. Copies of minutes of the monthly review meeting will be shared with the Agency within 3 days of holding the meeting. The copy of the Minutes should also be shared with the Health Facility in-charge and put on the Health Facility's notice board.
- e) Random Review Inspections: State Health Society may randomly review services provided at the facilities, through its representatives or Third-Party Agency (TPA) authorized by SHSB. SHS may review the performance of services through inspections, discussions with Hospital Manager (HM)/Medical Officer In-charge (MOIC), Agency, Supervisor.

5. Penalty

In case the Agency defaults on its obligations through the Key Performance Indicators (KPIs), a penalty shall be levied as mentioned under **Schedule C**. The total penalty in a month shall not exceed 10% of the monthly invoice value. In case of deduction of maximum penalty (10% of invoice) for consecutive 3 months, the agency shall be considered for termination or for any action to be taken suitably.

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

6. Performance Security

6.1. The Agency will be required to deposit an amount equal to 5% - 10% of the estimated annual pay-out as Performance Security before signing the contract, failing which the bid/contract will be cancelled and negotiated and awarded to the L2, L3... (in this order) responsive bidder with their consent to enter into an agreement with the authority to provide services at L1 rate. Further, in case of non-deposit of Performance Security, the EMD shall be forfeited and suitable action may be taken under the terms of the bidding documents.

6.2. The Performance Security should be in the form of Bank Draft or Bank Guarantee issued by a scheduled bank in favour of DHS, Madhubani. If submitted in form of bank guarantee, must be in the format provided in **Annexure-6**, and valid up to 90 days beyond completion of all contractual obligations of both the parties.

6.3. Appropriation of Performance Security: In the event of the Agency being in default of the due, faithful and punctual performance of its obligations under the Agreement during the Contract Period or owing any sums whatsoever to the Authority under the Agreement or in the event of there being any claims or demands whatsoever which may at any time be made or have been made on behalf of the Authority for or against the Agency under the Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant or delinquent amounts from the Performance Security towards Damages as per the terms of the Agreement.

6.4. Performance Security will be refunded within 90 days of expiry of the contract Agreement.

6.5. The Agency shall not get any interest on security money deposited.

7. Force Majeure

7.1. Neither party shall be liable for any failure or delay in performance to the extent said failures or delays are in the nature of Acts of God including floods, fires, earthquakes, wars, riots, acts of governments occurring without its fault or negligence or the effects of which persist despite reasonable efforts undertaken by the party unable to perform to mitigate the effects, and such party does everything reasonably possible to resume its performance.

7.2. A party affected by an event of force majeure shall give the other party written notice, with full details as soon as possible and in any event not later than three calendar days of the occurrence of the cause relied upon.

8. Resolution of disputes

8.1. Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.

8.2. If the parties fail to resolve their dispute or difference by such mutual consultation within thirty days of its occurrence, the same shall be referred to the Regional Additional Director, Health Department, Government of Bihar, who shall then scrutinize the claims/ disputes that have been referred and make efforts for amicable settlements by mutual discussions/ negotiations and shall resolve the issues/disputes.

9. Modification of contract

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

10. Event of Default

It shall be an Event of Default if:

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

11. Termination

- 11.1. Without prejudice to any other rights and remedies, on the occurrence of an Event of Default, the Authority may terminate the Agreement immediately on giving written notice to the Agency, if such Event of Default is not remedied within 20 days of receipt by the Agency a notice in writing specifying the breach required to be remedied.
- 11.2. If the maximum applicable penalty of 10% is imposed on the Agency for three consecutive months, or the Agency fails to provide satisfactory service despite several notices, the Agreement can be terminated by the Authority by giving one-month notice.
- 11.3. Either party may terminate the agreement without assigning any reason by giving a ninety days' notice.
- 11.4. In the event force majeure event continues for thirty (30) days or more, the non-affected party shall have the right to terminate the Agreement by issuing a Termination Notice
- 11.5. Upon termination of the Agreement in any event, the Agency shall vacate the premises and withdraw its services and staff.

12. Covenants

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

13. Limitation of Liability

- 13.1. Nothing herein shall impose any liability upon the Authority in respect of any defects/death arising out of the acts, omissions, commissions, negligence or

defaults on part of the Agency, its employees, staff and/or agents for any failure by the Agency in carrying out their roles and responsibilities mentioned in the Agreement.

- 13.2. The Agency shall be responsible for due compliance with all the applicable Central, State, Municipal and Local Statutes, Rules and Regulations made there under with respect to the objectives contemplated herein. Any penalty fees levies or the likes if any imposed by any authority due to any non-compliance shall be solely to the account of the Agency and will not be borne by the Authority.
- 13.3. The Agency will not be responsible for any loss or damage that third parties may suffer to due events such as fire, flood, storms, earthquakes, accidents, etc.

14. Indemnity

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

Annexure 6 – Format for Performance Bank Guarantee

(To be stamped in accordance with the Stamp Act)

Ref: Bank Guarantee No.:

Date:

To

The Civil Surgeon -cum – Member Secretary,

District Health Society, Madhubani

Dear Sir,

WHEREAS.....(Name of Bidder) hereinafter called "the Bidder" has undertaken, in pursuance of Contract dated2019 (hereinafter referred to as "the Contract") to provide laundry services at _____ (name of the facility) under Public Private Partnership Model, for the DHS, Madhubani.

AND WHEREAS it has been stipulated in the said Contract that the bidder shall furnish a Bank Guarantee ("the Guarantee") from a Nationalized / Scheduled Commercial Bank for the project/performance of providing laundry services at _____ (name of the facility) as per the agreement.

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

Therefore, the Bank hereby agrees and affirms as follows:

- 1) The Bank hereby irrevocably and unconditionally guarantees the payment of INR _____ to _____ under the terms of their Agreement dated on account of full or partial non-performance / non-implementation and/ or delayed and/ or defective performance / implementation. Provided, however, that the maximum liability of the Bank towards DHS, Madhubani under this Guarantee shall not, under any circumstances, exceed in aggregate.
- 2) In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from DHS, Madhubani stating full or partial non-implementation and/ or delayed and/or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to DHS, Madhubani any and all sums demanded by DHS, Madhubani under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from DHS, Madhubani to the Bank shall be sent by Registered Post (Acknowledgement Due) at the following address: Attention Mr.....
- 3) This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 27 months from the date of its execution.
- 4) The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - a) Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
 - b) Any breach or non-compliance by the bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between bidder and the Bank.
- 5) The Bank also agrees that DHS, Madhubani at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against vendor and notwithstanding any security or other guarantee that DHS, Madhubani may have in relation to the bidder’s liabilities.

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

Dated this the Day of 2019

Witness

(Signature)

(Name)

Bank Rubber Stamp

(Official Address)

Designation with Bank

(Signature)

(Name)

Schedule A - List of machines/materials

S. No	Facility	Type of Machine
1	Sadar Hospital	Commercial Washing Machine
2	Sub-Divisional Hospital	Commercial Washing Machine
3	Referral Hospital	Normal fully automatic Washing Machine
4	PHC	Normal fully automatic Washing Machine

Materials to be used -

1. Detergent powder
2. Separate carts for transport & storage of dirty & washed linen
3. Disinfectant
4. Acetone
5. Ammonia
6. Hydrogen Peroxide
7. Bleach

The final requirement of materials for the respective facility will be given by the Authority.

Schedule B – Minimum Manpower to be deployed

S. No	Facility	Manpower
1	Sadar Hospital	3
2	Sub Divisional Hospital	3
3	Referral Hospital	2
4	PHC	1

Note - The above numbers may be changed by the Authority at the time of bidding depending on the specific requirements of any facility.

Schedule C - Performance Matrix

S. No	Performance Indicators	Expected Level	Measurement protocol	Penalty in case of non-compliance
1.1.	Collection of dirty linen from ward and departments between 7:00 AM to 8:00 AM (or the time fixed by the Health Facility)	At least 90% of time within a month	To be verified from daily Log Book	1% of the total monthly invoice for the respective facility, for each day
1.2.	Linen should be washed in Washing Machine only.	100% of time	To be verified based on inspections	1% of the total monthly invoice for the respective facility, for each day
1.3.	Staff availability	100%	To be verified from daily Log Book/ attendance register	Rs. 200 per staff per day of absence, for each day
1.4.	Machines and materials available at all times (Schedule A)	100%	To be verified from daily Log Book/Stock Book and weekly (random) inspection by Hospital Manager/on duty doctor/ward in-charge	1% of the total monthly invoice for the respective facility, for each day
1.5.	Infected (blood stain) linen to be washed separately	100%	To be verified based on random inspections by Hospital Manager/on duty doctor/ ward in-charge	5% of the total monthly invoice for the respective facility, for each instance
1.6.	Odour and Stains	Odour and stain free linen 95% of times	To be measured based on spot inspections and/ or complaints received for stains/ odour against the total clothes cleaned in a month	1% of the total monthly invoice for the respective facility, for each instance
1.7.	Timeliness of handing over cleaned linen back to Health Facility	Within 8 hours for non-infected linen and 12 hours for infected linen.	To be verified based on handover/ takeover time fixed at the Health Facility and entered in the daily Log Book	1% of the total monthly invoice for the respective facility

Schedule D – Linen Exchange Record

Maintain separate logs for different departments (such as OT, Delivery Room, Ward etc.)

Name of the facility		Type of facility	
Name of the block:		District:	

S. No	Department (OT/Ward/ Labour Room etc.)	Date	Number of dirty linen collected	Number of clean linen delivered	Signature		Remarks (by Authority)
			(by Agency)		<i>Agency's representative</i>	<i>Authority's Department I/C</i>	<i>(such as any torn, dirty linen received)- or any pending items</i>
1							
2							
3							
4							
5							
6							
7							

Schedule E – Attendance Record

Format for Attendance Certificate – to be kept with Hospital Manager

Name of the facility:		Month:	
Name of the block:		District:	

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	-
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Staff Name 1																
Staff Name 2																
Staff Name 3																

Name of the Agency’s Representative

Signature

Name of the Authority’s Representative

Signature

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

Schedule F – Equipment/Material Availability

Name of the facility:		Month:	
Name of the block:		District:	

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

**The final log book format to be developed by the facility in-charge (Authority's representative)*