Government of Uttar Pradesh

DEPARTMENT

OF

MEDICAL AND HEALTH

Bidding Document

For

Procurement of Hospital Cleaning (House keeping) & Gardening Services

Bid Ref No.: UPHSDP/SERVICES/2006-07/BAHRAICH/01

Project Director
U.P. Health Systems Development Project
Training Block – II (First floor),
SIHFW Campus, Sector – ‘C’,
Indira Nagar, Lucknow – 226 016 (UP) Fax : 0522 – 2340538
Section I. Instructions to Bidders

Phone: 0522-2340541/2340590/91

Section I. Instructions to Bidders
Instructions to Bidders

A. General

1. Scope of Bid

1.1 The Project Director, U.P. Health Systems Development Project, Lucknow invites bids for the Services, as described in the General Conditions of Contract and Appendix-A: Description of Services.

1.2 The successful Bidder will be expected to deliver the Services up to the period of one year six months, i.e., up to December, 2007. The period may be further extended based on the performance of services.

2. Source of Funds

2.1 The Borrower, as defined in the Bidding Data, intends to apply part of the funds of a Credit from the World Bank, towards the cost of the Project, as defined in the Bidding Data, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Credit Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Credit Agreement or have any rights to the credit proceeds.

3. Information on Qualification of the Bidder

3.2 All bidders shall include the following information and documents with their bids:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

(b) list of major items of equipment proposed to carry out the Contract;

(c) qualifications and experience of key site supervisor proposed for the Contract;

(d) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

5. Site Visit

5.1 The Bidder, at the Bidder’s own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder’s own expense.

B. Bidding Documents

6. Content of Bidding

6.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 8:
Section I. Instructions to Bidders

Documents

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6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid. Sections III & V should be completed and returned with the Bid in the number of copies specified in the Bidding Data.

7. Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable (“cable” includes telex and facsimile) at the Employer’s address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 3 days prior to the deadline for submission of bids. Copies of the Employer’s response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

8. Amendment of Bidding Documents

8.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

8.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

8.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids.

C. Preparation of Bids

9. Language of Bid

9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written English language.

10. Documents Comprising the Bid

10.1 The Bid submitted by the Bidder shall comprise the following:

(a) The Form of Bid (in the format indicated in Section II);
(b) Bid Security;
(c) Priced Schedule;

11. Bid Prices

11.1 The Contract shall be for the Services, as described in Conditions of Contract and Appendix A to the contract, based on the Priced Schedule submitted by the Bidder.

11.2 The Bidder shall fill in rates and prices for all items of the Services described in the in General Conditions of Contract Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
11.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, shall be included in the total Bid price submitted by the Bidder.

12. Currencies of Bid and Payment

12.1 The lump sum price shall be quoted by the Bidder for those inputs to the services which the Bidder expects to provide.

13. Bid Validity

13.1 Bids shall remain valid for the period of 30 days from the deadline for submission of bids.

13.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders’ responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with Clause 14 in all respects.

14. Bid Security

14.1 The Bidder shall furnish, as part of the Bid, a Bid Security, for the amount Rs. 1.00 lacs.

14.2 The bid security shall be in Indian Rupees, and shall be in accordance with the form of Bid Security included in Section IX or another form acceptable to the Employer, and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a nationalized or scheduled bank, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or

(b) a cashier’s or certified check.

14.3 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.

14.4 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 13.1.

14.5 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security.

14.6 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 Clause 24; or

(c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to

(i) sign the Contract; or

(ii) furnish the required Performance Security.
15. Format and Signing of Bid

15.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 10 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked “ORIGIN了.” In addition, the Bidder shall submit a copy of the Bid, , and clearly marked as “COPY.” In the event of discrepancy between them, the original shall prevail.

15.2 The original and copy of the 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.

15.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, 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.

D. Submission of Bids

16. Sealing and Marking of Bids

16.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPY”.

16.2 The inner and outer envelopes shall

(a) be addressed to the Employer at the address given below;

“Project Director, U.P. Health Systems Development Project, Training Blosk-2, SIHFW Campus, Block-C, Indira Nagar, Lucknow-226 016 (U.P.)”.

(b) bear the name and identification number of the Contract as defined below; and Bid Ref. No. : UPHSDP/SERVICES/2006-07/BAHRAICH/01

(c) provide a warning not to open before the specified time and date for Bid opening as “Do Not open before 3.30 PM on 15/06/2006”.

16.3 In addition to the identification required in Sub-Clause 16.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 18.

19.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

17. Deadline for Submission of Bids

17.1 Bids shall be delivered to the Employer at the address specified above no later than 3.00 PM on 15/06/2006

17.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 8, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

18. Late Bids

18.1 Any Bid received by the Employer after the deadline prescribed in Clause 17 will be returned unopened to the Bidder.

19. Modification

19.1 Bidders may modify or withdraw their bids by giving notice in writing before the
Section I. Instructions to Bidders

and Withdrawal of Bids

19.2 Each Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 15 and 16, with the outer and inner envelopes additionally marked “MODIFICATION” or “WITHDRAWAL,” as appropriate.

19.3 No Bid may be modified after the deadline for submission of Bids.

19.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 17.2 may result in the forfeiture of the Bid Security pursuant to Clause 14.

19.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

20. Bid Opening

20.1 The Employer will open the bids, including modifications made pursuant to Clause 19, in the presence of the bidders’ representatives who choose to attend at 3.30 PM on 15/06/2006 and in the place specified ITB Clause 16.2 above.

20.2 Envelopes marked “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 19 shall not be opened.

20.3 The bidders’ names, the Bid prices, the total amount of each Bid and any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to clause 18; Bids, and modifications, sent pursuant to clause 19 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

20.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to Be Confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of his Bid.

21.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

22. Clarification of Bids

22.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer’s discretion, ask any Bidder for clarification of the Bidder’s Bid, including breakup of the prices in the Activity Schedule, and other information that
the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 24.

22.2 Subject to clause 22.1, no bidder shall contact the employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

22.3 Any effort by the Bidder to influence the Employer in the Employer’s bid evaluation or contract award decisions may result in the rejection of the Bidder’s bid.

23. Examination of Bids and Determination of Responsiveness

23.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3; has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

23.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer’s rights or the Bidder’s obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

23.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of Errors

24.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

24.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 14.6(b).

25. Evaluation and Comparison of Bids

25.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to Clause 24;

(b) making an appropriate adjustment for any other acceptable variations, deviations, and

25.3 The Employer reserves the right to accept or reject any variation, deviation.
Variations, deviations, and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

F. Award of Contract

26. Award Criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3.

27. Employer’s Right to Accept any Bid and to Reject any or all Bids

32.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

28. Notification of Award and Signing of Agreement

28.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

28.2 The notification of award will constitute the formation of the Contract.

28.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 7 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 29.

28.4 Upon fulfillment of Sub-Clause 28.3, the Employer will promptly notify the unsuccessful bidders the name of the winning bidder and that their bid security will be returned as promptly as possible.

28.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful bidder.

29. Performance Security

29.1 Within 7 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security equal to 5% of the contract value and in the form of Bank Guarantee issued by a Nationalized / Scheduled Bank.

29.4 Failure of the successful Bidder to comply with the requirements of Sub-Clause 28 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

30. Adjudicator

30.1 The Adjudicator shall be appointed by the Appointing Authority at the request of either party.

31. Corrupt or

31.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as
Fraudulent Practices

Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.
Section II. Forms of Bid, Letter of Acceptance, and Contract

Bid Form

[date]

To: [name and address of Employer]

Having examined the bidding documents including addendum, we offer to execute the [name and identification number of Contract] in accordance with the General Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of [amount in numbers], [amount in words] [name of currency].

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents.

Authorized Signature: _______________________________________________________
Name and Title of Signatory: ________________________________________________
Name of Bidder: ___________________________________________________________
Address: ____________________________________________________________________
### Price Schedule

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description of Service Area</th>
<th>Minimum Physical presence of manpower (Reliever extra to be provided by the Service Provider for which no separate charges will be claimed)</th>
<th>Unit monthly charges per manpower per month inclusive of articles/materials as defined in Appendix B (inclusive of all the expenses towards successful delivery of services and all duties, taxes and other government services payable by the service provider under the contract)</th>
<th>Total bid Price (Rs.)</th>
</tr>
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<tr>
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<td>As defined in Appendix A: Description of Services</td>
<td>51</td>
<td>5=3x4</td>
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We agree to deliver the above services in accordance with the General Conditions of Contract and description of Services given in the bidding document for the total Contract price of Rs. ______________ (amount in figures) up to the period specified in the bidding document.

Name: __________________________

Business Address: __________________________

Signature of Service Provider: __________________________

Place: __________________________

Date: __________________________
Letter of Acceptance

To: [name and address of the Service provider]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed.

Authorized Signature: __________________________________________________________
Name and Title of Signatory: _____________________________________________________
Name of Agency: _______________________________________________________________

Attachment: Contract
Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the “Employer”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “…(hereinafter called the “Employer”) and, on the other hand, Service Providers, namely, [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS
(a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……………………;
(c) the Employer has received a credit from the International Development Association (hereinafter called the “Association”) towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood (i) that payments by the Association will be made only at the request of the Employer and upon approval by the Association, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the credit, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the credit or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract;
   (b) The Service Provider’s Bid
   (c) The Price Schedule
   (d) Letter of acceptance

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

   (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Employer]
[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]
Section III. General Conditions of Contract

1. GENERAL:
   (i) The Service Provider submitting the bid offer would be deemed to have considered and accepted all the terms and conditions of bidding document. No verbal and written enquiries will be entertained in respect of acceptance or rejection of the bid.

   (ii) The Project reserves the right to cancel or reject in full or in part any or all bids received without assigning any reasons in lieu thereof.

   (iii) Any action on the part of the Service Provider to influence any officer of the Project or canvassing in any form shall make his bid liable for rejection.

2. NATURE OF CONTRACT:
   (i) The contract will be for a maximum period of one year six months, i.e., up to December, 2007. However, the tender will be renewed for another one year subject to satisfactory performance. The Project may renew/extend the contract to such further period(s), as it may deem proper, having regard to the quality and manner of the Service Provider’s performance. However, it shall be with the consent/ written request by the Service Provider in this regard at least Three months prior to the expiry of the term for which the contract has been awarded.

   (ii) The Project reserves the right to terminate the contract without assigning any reason by giving a notice of three months. The Service Provider will have to serve a notice of 3 months, if he wishes to terminate the contract, failing which his performance security would be forfeited.

   (iii) In the event of the Service Provider failing to execute the sanitary work under contract in whole or in part an alternative arrangement will be made by the Project totally at the cost and risk of Service Provider besides imposing fine/ penalty of Rs. 3000.00 (Rs. Three thousand) per day.

   (iv) The Service Provider will physically present himself at least once in a week and will contact the nodal officer of the hospital during his visit.

   (v) The Service Provider shall be liable to pay compensation for any loss and damage caused to the property of the hospital or its patients by the Service Provider or his workers.

   (vi) The Service Provider shall be personally responsible for the conduct of his staff and in case of any complaint against any staff, Service Provider will be under obligation to suitably punish the worker when instructed orally or written by the Nodal Officer. The Service Provider shall observe all the laws and will himself be responsible for any prosecution or liability arising from breach of any those laws. The Project will not be for any responsibility with regard to staff on the rolls of the Service Provider whatsoever.

   (vii) The Service Provider & his staff shall follow the instructions of the Chief Medical Superintendent, Bahraich/ UPHSDP in force and instructions issued from time-to-time UPHSDP will be free to take suitable action against the Service Provider for violating the same.
(viii) The Service Provider will issue identity cards to his workers/supervisors within one month of taking over. If any worker found without identity card, the Service Provider will be fined Rs. 100.00 per day. The Service Provider will post a supervisor at a specific point to receive and manage complaints and instructions.

(ix) The Service Provider will provide the uniform and name badges to all his workers at his own expenses within one month of execution of contract, failing which the same will be provided by the UPHSDP and double charge will be recovered from Service Provider.

(x) The Contractor shall submit police verification in respect of workers to be deployed to the Project.

(xi) The Contractor shall not change any worker without prior consent of the CMS or UPHSDP.

(xii) The Project shall have further right to adjust or deduct any of the amounts on account of damages or loss caused to the Hospital due to negligence of duty of contractual staff etc, deployed by the successful Service Provider from his running due payments under this contract and can also be charged against the Performance Bank Guarantee.

(xiii) The successful Service Provider shall ensure that the persons so deployed do not allow any property of the hospital to be taken outside of the hospital premises without a proper gate pass signed by the designated Officer/Official.

(xiv) The Project shall have right to adjust or deduct any of the amounts on account of damages or loss caused to the Hospital due to negligence of duty of the contractual staff etc. deployed by the contractor against the submitted Performance Bank Guarantee.

(xv) That the successful Service Provider shall not engage any sub-contractor or transfer the contract to any person/firm.

(xvi) The Staff provided by the Contractor shall always remain employees of the Contractor for all intents and purposes and the Contractor alone shall be liable for any dispute which may have any sort of legal repercussions in a court of law.

(xvii) DISPUTE:

In the event of any dispute or difference arising between the parties relating or concerning to interpretation of the contract or any alleged breach thereof or any matter relating to this contract, the same shall be settled by the parties as far as possible by mutual discussions and consultation between themselves, whether the same has arisen during the subsistence of this contract or thereafter.

In the event of any dispute or differences arising in connection with this contract whether during the subsistence of the contract or thereafter not being settled in aforesaid manner, the matter shall be referred to the Project Director, UPHSDP, Lucknow for appointing an arbitrator whose decision shall be final and binding on both the parties. The proceedings before the arbitrator would be governed by the provision of the CONCILIATION AND ARBITRATION ACT., 1996.

The Courts of Lucknow shall have exclusive jurisdiction in all matters arising out of this contract.

(xviii) No party shall be allowed to be represented by lawyer during any investigation, enquiry appeal or and other proceedings at the Project.
Terms and conditions of the contract may be modified with the written consent of the Service Provider by the Project as and when necessary without affecting the basic nature of this contract.

The work of Service Provider will be inspected by C.M.S. Bahraich, or an officer nominated by the Project Director, UPHSDP. In case of default financial penalty for each such default shall be imposed as under:

**Penalty Clause:**

I. If the Sanitary Worker are not found in proper uniform and displaying photo identity card a penalty of Rs. 500/- per instance shall be deducted from service provider’s bill.

II. If the Sanitary Worker are bound indulging in smoking/ drinking at the time of duty hours a penalty of Rs. 500/- per instance shall be deducted from service provider’s bill and such Sanitary Worker shall not be allowed to enter in the hospital in future.

III. If the Sanitary Worker are found sleeping during duty hours a penalty of Rs. 500/- per instance shall be deducted from service provider’s bill.

IV. If the Sanitary Worker are found missing from the place of duty, for any reason a penalty of Rs. 500/- per instance shall be deducted from service provider’s bill.

V. If the Sanitary Worker is found harass/ rude and non cooperative towards patients/ attendants/ staff a penalty of Rs. 500/- per instance shall be deducted from service provider’s bill.

3. **PROJECT’S (UPHSDP) OBLIGATIONS:**

   (i) The Project shall not be responsible for any loss, breakage or theft of Service Provider’s material.

   (ii) The Project shall not pay any compensation in respect of any injury or death caused to the workers of the Service Provider. It will be the sole responsibility of the Service Provider.

   (iii) The District Hospital, (Male) Bahraich, will provide a room to Service Provider to store the equipment and other material used in sanitation work.

   (iv) The Project/ District Hospital will not charge any amount from the Service Provider for the water or/ and electricity being provided for sanitation activities under this contract.

4. **SERVICE PROVIDER’S OBLIGATIONS:**

   (a) **AREA OF OPERATIONS ARE AS FOLLOWS:**

      Area of operation will consist of complete Campus of District Hospital (Male), Bahraich, as shown in Appendix-A.

   (b) **PAYMENT OF WAGE:**

      The Service Provider shall pay his workers the minimum wages fixed by the Govt. of Uttar Pradesh for unskilled workers from time-to-time, through out the tenure of contract in the presence of the representatives of the Accounts and Administrative Departments,
authorized by the Project Director, UPHSDP, if the minimum wages for an unskilled worker is revised by the U.P. State Govt. entailing and additional burden, the Project will compensate the Service Provider for the difference. The wages will be payable by the Service Provider to the worker up to 7th day of every month without waiting for the payment of bill to the Service Provider by the Project (UPHSDP).

(c) THE SERVICE PROVIDER WILL PROVIDE:

(i) All sanitary material including disinfectants deodorants, detergents, pesticides antiseptics, Vim, Glass Cleaning and Liquid Polishing material. Dettol, Phenyl, Castic and Naphthalene balls as shown in schedule B and any other material required for his work and as directed by the CMS, District Hospital, (Male) Bahraich. All such materials must be ISI STANDARD/ SPECIFICATION and approved by the Committee constituted by the Project Director before bulk purchase.

(ii) Equipment and appliances (baskets, buckets, garbage drums, wheel barrows trolleys, vans, carts, spades, bamboo’s ladders, dusters, mops, brushes, brooms, vacuum cleaners, floor scrubber, floor polishing machine, heavy-duty waste collection and disposal bags etc.) and any other tool and plant as directed by the Hospital authorities.

(iii) The Service Provider must have the modern cleaning appliances.

(iv) The quantity of cleaning material required for per security workers is fixed and placed at Appendix B.

(v) Manpower shown for each area of Appendix-B is the physical presence of minimum number of manpower for duty. The Service Provider has to provide the reliever extra for adjustment of weekly holiday and other holidays as entitled by the workers. Whenever in future any more areas will be activated the rate will be fixed on mutual agreement based on present contract. Therefore, Service Providers are directed to read the conditions carefully and quote the rate. The Service Provider will also employ two separate supervisors for District Hospital complex in every shift.

(vi) Sufficient number of uniforms would have to be provided by the Service Provider to the workers so that the workers are never without uniform. It should be strictly monitored.

(d) REPORT:

(i) The Service Provider or his authorized representative shall daily report to the CMS, District Hospital/ nodal officer to supervise the work under the contract and take instruction every day from him for the work on a Book/ Register maintained by the Service Provider exclusively for this purpose. He shall preserve the said book and produce the same as and when required.

(ii) The Service Provider or his authorized representative should approach the CMS/ Nodal officer (Sanitation) every day for submitting the report on the status of sanitation.

(iii) Routine notices/ instructions (usually oral) will be given by the CMS, District Hospital/ Nodal officer. The Service Provider will be obliged to carry out the same fully.
(iv) The Service Provider or his authorized representative should be available to the CMS, District Hospital (Male) round the clock and must carry a mobile.

(e) **WAGES DISTRIBUTION:**

Up to 07th of every month, the wages must be paid by the Service Provider to his workers in the presence of representatives of accounts and administration departments authorized by the Project Director, UPHSDP. The workers must have their identity card to receive wages. The payment of wages will be done through Bills, muster rolls with EPF deduction challan of individual worker and proof of wages disbursement be submitted for claiming the payment along with deployment chart. The hospital work however should in any way be not disturbed on account of wage disbursement. Pay slip be issued to each worker with all relevant details including his/ her EPF deduction etc., by the Service Provider.

(f) The Service Provider shall identify the personnel to be deployed exclusively for the cleaning of all the toilets in the ward-block as well as in other areas of the hospital complex. No exception is to be made based on the sex of the worker. Each male and female worker will have to do toilet cleaning. The Service Provider shall be responsible for cleaning as well as security of the toilet fixture handed over all the time of starting the contract. In case of any items/ fixture stolen from the toilets, the Service Provider will replace the same failing which penalty of equal amount will be imposed on the Service Provider.

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

(i) Employment of Children Act.
(ii) Workmen compensation Act.
(iv) Industrial Employment Act.
(vi) Minimum Wages Act.
(vii) Employee Provident Fund Act.
(viii) Any other Act or Legislation, which may govern the nature of the contract and/ or being issued by Govt. from time to time.

Any financial liability arising to the Project under this contract shall be deducted from the bills of the Service Provider and if the full amount is not recovered then the same shall be recovered from the security money of the Service Provider. There would be no liabilities of any kind on the Project towards the workers of the Service Provider.

(h) If additional manpower is required the recruitment of new workers will be done after information and approval of the Project Director.

6. **SCOPE OF WORK:**

In brief the job is to keep the building and the surrounding areas/ campus of District Hospital (Male) under contract neat, clean and tidy every day throughout 24 hours and to keep them in optimum hygienic and sanitary conditions of high standard.
WORK SCHEDULE
(THE GUIDELINES OF CLEANING PROCESS ARE AS UNDER):

1. Proper sweeping and mopping of floors, walls, railings, corridors, etc. covering the entire constructed areas. No betel stains or cob webs etc. should be visible anywhere.

2. Cleaning of Waste paper baskets, Sanitation bin and Spittoon set. And Disposing of garbage/refuge as per procedure.

3. Dusting Office furniture. Almirahs, Cupboards, Phones, Partition walls, Doors Windows, Notice Boards, Flower Vases and other pieces of decoration, etc.

4. The Service Provider will provide heavy-duty disposable bags for collection of classified garbage from wards and other places and will be responsible for satisfactory disposal of the garbage.

5. Toilets and urinals including floors to be cleaned regularly and continuously throughout the day with phenyl and other disinfectant and porcelain fixtures to be cleaned with Vim. To provide Naphthalene balls, Odonil, Toilet roles and liquid soap or soap cakes.

6. To collect the dirty linen in the sluice room area and hand over the same to the washer man.

7. To wash, clean and maintain using proper cleaning materials the wash basins, sink, glass panes, window doors and remove the co-webs in the area.

8. To carry the properly wrapped dead bodies from the Respective area, i.e., wards/ Emergency OT to Mortuary.

9. To carry the refuse to the refuse disposal points.

10. To take the samples of urines and stool to various labs.

11. To wash the suction bottles.

12. Refuse removal from wards shall be done in disposable polythene bags.

13. The day to day Sanitation and garbage disposal, dead bodies and amputated parts/limbs services at the different campuses of this hospital.

14. To spray space with room fresheners/ perfume as and when required.

15. Spray of Gammexine, Bleaching Powder and Finite or good insecticide on regular basis to prevent breeding/killing of flies, mosquitoes, cockroaches, lizards and big ants and all kind of pests. The materials used for these purpose to be got approved by the hospital. A fine of Rs. 50.00 (Rs. Fifty) only per incidence be levied on appearance of any type of insect.

16. To attend, clean and remove choking of drains including CI pipes, sanitary fixtures, main holes and sewer lines.

17. To clean the vertical Marble/ Mosaic/ or tiled surfaces whenever required or as instructed by the CMS.

18. Thorough cleaning of O.T. as advised by the OT In-charge.

19. To fill water in coolers located in OPD and other areas in the Hospital.

22. Washing and Scrubbing of floor with machines with required cleaning maternal/ spray disinfectant.
23. Cleaning floodwater drains and water pipes.
24. Sweeping and cleaning of service ducts and all drainage pipes including those of toilet’s.
25. Cleaning and clearing of choked drains and main hole lines connected from all type of buildings to the main drains and sewer line.
26. Proper cleaning of roof top of entire building within the campus of District Hospital (Male).
27. Any other sanitation work, which is not specified but implied to this contract and as instructed by hospital authorities.
28. The UPHISDP through its officers, reserves to itself the right of altering the specifications of works of adding to or omitting any items of work or of having portions of the same carried out departmentally or otherwise and such alternations and variations shall not vitiate agreement.

Guidelines for the supervisors

- Responsible for the overall services.
- Responsible for overall cleanliness/ maintenance of the hospital premises.
- Act as an interface between the Client and the facility staff
- Maintaining call register to record requests and feedback from the staff from time to time.
- Coordinate any kind of shifting/ relocations of the hospital material etc.
- Responsible for the turnout/ grooming of the entire facility staff.
- Decide on the work and staff deployment on a daily basis, for each profile.
- Will determine and coordinate all the work schedules for all the profiles.
- Will coordinate the procurement of all materials required.
- Maintain attendance for all the Staff.
- Coordinating all special requirements in case of any important event.
- Ensuring presence of the staff at their respective stations and the completion/ compliance of the various duties assigned to them.
- To help induce a sense of responsibility, discipline and hygiene in all employees.
- To create self awareness in In-charges and staff under their control.
- Basically he will be overall Staff Supervisor.
- He will report from time to time to seniors for Quality maintenance.
7. BANK GUARANTEE AGAINST PERFORMANCE SECURITY:

The service Provider shall submit a performance security in the form of unconditional Bank Guarantee for the amount equal to 5% of the contract value valid for the period beyond 60 days of completion of performance obligations and in the form given in the Section IV, Annexure-A.

8. OTHER GENERAL TERMS AND CONDITIONS:

1. All works will be executed as per detailed specifications and as directed by CMS District Hospital (Male) Bahraich.

2. The quantities indicated are purely tentative and likely to vary on either side up to a reasonable limit.

3. Time is the essence of this contract. In case the Service Provider fails in fulfilling the obligations fully and in time, the Project shall have the absolute right to take up the work at the Service Provider’s cost and risk and recover any and all such expenses from the amounts due to the Service Provider including performance security.

4. The Service Provider will be required to bring all tools and plants, material and Labour required for proper completion of the work. At the time of signing the contract all machines and tool and plant will be deposited by the Service Provider with proof of ownership.

5. The Service Provider shall abide by all laws and regulations and statutory obligations in force from time to time and shall indemnify the Project from any claims in this regard.

6. The Service Provider will be required to post suitable and experienced manpower as may be needed to supervise and guide the workers for proper completion of the work as per direction of Nodal Officer.

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

8. If it is observed at any stage that the quality of the work is not satisfactory, contract/ work order as a whole may be terminated and performance security will be forfeited. The Service Provider will have no claims what so ever on the Project.

9. Income Tax, Trade Tax, Turnover Tax, Service Tax and other statutory levies as applicable from time to time will be deducted paid from the bills of the Service provider.

10. It will be sole responsibility of the Service Provider to observe all labour laws in force from time to time. The Service Provider shall indemnify the Project from any clams arising out of the work in his scope from the Govt./ Local bodies of any third parties.

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

12. COMMENCEMENT OF WORK:

The Service Provider is required to start the work within seven days from the date award/ date of communication of acceptance of the contract. In case it is found the work has not been taken up within seven days from the date of acceptance contract or issue of the Work Order the Project at its sole discretion may cancel the work order and forfeit the performance security.
13. CANCELLATION OF CONTRACT:

Notwithstanding any other provisions made in the contract. The Project and the contractor will have the right to terminate the contract after giving three months notice in writing from either side. The Project reserves the right to terminate the contract, without assigning any reasons. No compensation or claim in the ever of such cancellation shall be admissible to the Contractor.

14. The Service Provider is required to post his authorized representative at the site of the work who shall receive the instructions from the CMS District Hospital (Male) Bahraich from time to time. All such instructions received by the authorized representative on behalf of the Service Provider shall be deemed to have been received by the Service Provider within the scope of this work order.

15. STAMP DUTY:

Stamp duty livable on agreement to be executed between the UPHSDP successful Service Provider shall be born by the successful Service Provider.

16. TERMINATION OF AGREEMENT:

After giving opportunity of being heard to the successful Service Provider, Project may terminate/ cancel the agreement on the following grounds:

A- Breach of anyone or all terms and conditions of agreement.

B- Non-performance or unsatisfactory performance of work.
## Appendices

### Appendix A—Description of Services

The services to be performed in the premises of District Hospital (Male), Bahraich are as per the table below:

<table>
<thead>
<tr>
<th>Group</th>
<th>Area where cleaning services are to be performed</th>
<th>No. of beds / Identification (if any)</th>
<th>Minimum Physical availability of manpower (Relievers extra to be provided by the service provider for which no separate charge will be claimed)</th>
<th>Total</th>
<th>No. of Toilet in the Group area</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Children Ward Complex</td>
<td>30 beds</td>
<td>2+1+1</td>
<td>4</td>
<td>8</td>
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<tr>
<td></td>
<td>Children OPD</td>
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<td></td>
<td>Front Open Area</td>
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<tr>
<td>B</td>
<td>STD Clinic and VCTC (Voluntary Counseling and Testing Centre)</td>
<td>1</td>
<td>1</td>
<td>1</td>
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<tr>
<td></td>
<td>Medicine Store</td>
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<td></td>
<td>Dead Stock Store</td>
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<tr>
<td></td>
<td>Front Outer Open Space Road side and adjoining area up to sulabh Sauacalaya</td>
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<td>C</td>
<td>Eye Unit</td>
<td>10 beds</td>
<td>1</td>
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<td>2</td>
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<td></td>
<td>Adjoining area</td>
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<tr>
<td>D</td>
<td>Orthopedic Ward</td>
<td>24 beds</td>
<td>2+1+1</td>
<td>4</td>
<td>2</td>
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<tr>
<td></td>
<td>Adjacent corridor and back (east) side open space and courtiered</td>
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<tr>
<td>E</td>
<td>Isolation Ward</td>
<td>24 beds</td>
<td>2+1+1</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Adjacent corridor and side area having water facility</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>F</td>
<td>Burn Unit</td>
<td>8 beds</td>
<td>1+1+1</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Cardiac Unit</td>
<td>10 beds</td>
<td>1+1+1</td>
<td>3</td>
<td>4</td>
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<tr>
<td></td>
<td>Indoor plus OPD</td>
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<tr>
<td>H</td>
<td>New Private Ward</td>
<td>6 rooms</td>
<td>1+1+1</td>
<td>3</td>
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</tr>
<tr>
<td></td>
<td>Old Private Ward</td>
<td>8 rooms</td>
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<td></td>
<td>6</td>
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<td>Two separate Private Wards</td>
<td>2 rooms</td>
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<tr>
<td>Adjacent Corridor</td>
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<tr>
<td><strong>I</strong></td>
<td>Medical Ward No. III</td>
<td>30 beds</td>
<td>2+1+1</td>
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<tr>
<td></td>
<td>Adjoining corridor</td>
<td></td>
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<td></td>
<td>Record Section</td>
<td>3 rooms</td>
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<tr>
<td><strong>J</strong></td>
<td>Wards No. II</td>
<td>30 beds</td>
<td>2+1+1</td>
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<tr>
<td></td>
<td>Adjoining corridor</td>
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<tr>
<td><strong>K</strong></td>
<td>Wards No. I</td>
<td>30 beds</td>
<td>2+1+1</td>
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<tr>
<td></td>
<td>Adjoining corridor</td>
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<tr>
<td><strong>L</strong></td>
<td>Operation Theatres (OTs)</td>
<td>3 Nos.</td>
<td>1+1+1</td>
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<tr>
<td><strong>M</strong></td>
<td>Surgical OPD</td>
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<td></td>
<td>Adjoining corridor</td>
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<td></td>
<td>Physiotherapy Unit</td>
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<td></td>
<td>Dressing Room</td>
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<td></td>
<td>Radiology and Ultrasound Unit</td>
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<td></td>
<td>OPD</td>
<td>2 Nos.</td>
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<td><strong>N</strong></td>
<td>Plaster Room</td>
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<td></td>
<td>Medicine Distribution</td>
<td>Room No. 22</td>
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<td></td>
<td>Cold Water Facility</td>
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<tr>
<td><strong>O</strong></td>
<td>Emergency Ward</td>
<td>9 beds</td>
<td>2+1+1</td>
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<td></td>
<td>Emergency OPD</td>
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<td></td>
<td>Minor OT</td>
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<td></td>
<td>Nurses Duty Room</td>
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<td></td>
<td>Doctors Duty Room</td>
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<td></td>
<td>Pharmacist Duty Room</td>
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<td></td>
<td>Adjacent Corridor (evening shift)</td>
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<tr>
<td><strong>P</strong></td>
<td>Library</td>
<td>Room No. 1</td>
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<td></td>
<td>Conference Room</td>
<td>Room No. 2</td>
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<td></td>
<td>DPM’s office</td>
<td>Room No. 3</td>
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<td></td>
<td>Dental Unit</td>
<td>Room No. 4</td>
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<td></td>
<td>Pharmacist Room</td>
<td>Room No. 5</td>
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<td></td>
<td>Toilet Staff</td>
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<td>CMS Room</td>
<td>Room No. 6</td>
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<td>CMS Office</td>
<td>Room No. 16</td>
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<td>Adjacent Corridor</td>
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<tr>
<td><strong>Q</strong></td>
<td>Eye OPD</td>
<td>Room No. 17</td>
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<tr>
<td></td>
<td>Chest OPD</td>
<td>Room No. 18</td>
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<td></td>
<td>Pathology</td>
<td>Room No. 19</td>
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<td>OPD</td>
<td>Room No. 20</td>
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<td>R</td>
<td>OPD</td>
<td>Room No. 21</td>
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<tr>
<td>S</td>
<td>OPD</td>
<td>Room No. 23</td>
<td>1</td>
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<td></td>
<td>Injection Room</td>
<td>Room No. 24</td>
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<td>T</td>
<td>OPD</td>
<td>Room No. 25</td>
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<td></td>
<td>Matron’s Room</td>
<td>Room No. 26</td>
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<td>Registration Counter</td>
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<td>Adjacent Corridor (evening shift)</td>
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<tr>
<td></td>
<td>Blood Bank and DG Room</td>
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<td>1+1</td>
<td>2</td>
<td>1</td>
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<tr>
<td></td>
<td>OPD Front and Road Side Area either side and female front area</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Behind Children ward adjacent to CMO Office</td>
<td></td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>TB Clinic outside area</td>
<td></td>
<td></td>
<td></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>Outside Area</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Training Centre</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Hospital Mortuary</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>U</td>
<td>All Corridors in evening</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cold Water Facility (in evening)</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td>51</td>
<td>44</td>
<td></td>
</tr>
</tbody>
</table>
### Appendix B—Description Articles to be supplied per manpower per month

The Service Provider shall provide the following articles per Sanitary worker per month for the proper cleanliness and upkeep of the areas under the contract:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item</th>
<th>Monthly</th>
<th>3 Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Cleaning Power (Godrej/ Hindustan Lever Ltd.)</td>
<td>2.5 kg.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Washing Powder/ Detergent (Godrej/ Hindustan Lever Ltd.)</td>
<td>0.5 kg.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Floor Duster size 18” x 36”</td>
<td>8 Nos.</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Soft Broom</td>
<td>1 No.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Hard Broom</td>
<td>400 gms.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Wall Brush</td>
<td>1 No.</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Toilet Brush</td>
<td>1 No.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>(a) Tat/ Hessian cloth for S/W</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Rehra wooden (for floor sweeping with Tat)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Red Gloves</td>
<td>2 Pair</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Phenyl Conc. (White Tiger – Bengal Chemical and Pharmaceutical Ltd.)</td>
<td>6 Ltrs.</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Plastic bucket 18 Ltr. capacity with one mug, 1 ltr. Capacity (Cello/ Polyset make)</td>
<td>01 each</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Floor wiper</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Naphthalene Balls – (Bengal Chemical and Pharmaceutical Ltd.)</td>
<td>300 gms.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(A Govt. of India Enterprise)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Finit</td>
<td>5 ltrs.</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Pump Spray</td>
<td>01 each</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Cleaning Acid for toilets</td>
<td>5 ltrs.</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>21.</td>
<td>Garbage bins (big size) or Garbage drums</td>
<td>45 Nos. (yearly)</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Heavy Duty Polythene bags for waste disposal (size as per the size of garbage bins)  (Colour: Black, Yellow, Red)</td>
<td>135 Nos.</td>
<td></td>
</tr>
</tbody>
</table>
Section IV. Security Forms
Annex A: Bid Security (Bank Guarantee)

Whereas, [name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated [date] for the ____________________ [name of Contract] (hereinafter called “the Bid”).

Know all people by these presents that We [name of Bank] of [name of country] having our registered office at [address] (hereinafter called “the Bank”) are bound unto [name of Employer] (hereinafter called “the Employer”) in the sum of [The Bidder should insert the amount of the Guarantee in words and figures denominated in Indian Rupees]. for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this [day] day of [month], [year].

The conditions of this obligation are:

(1) If, after Bid opening, the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid; or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:

   (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

   (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or

   (c) does not accept the correction of the Bid Price pursuant to Clause 24,

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer’s having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date [Usually 28 days after the end of the validity period of the Bid.] days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Date ____________________ Signature of the Bank ____________________

Witness ____________________ Seal ____________________

[signature, name, and address]
Annex B: Form Performance Bank Guarantee (Unconditional)

To: [name and address of Employer]

Whereas [name and address of Service Provider] (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. [number] dated [date] to execute [name of Contract and brief description of Services] (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of [amount of Guarantee] [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor ________________________________

Name of Bank ___________________________________________________

Address _________________________________________________________

Date ________________