Tender Fee- Rs. 500/-

Vardhman Institute of Medical Sciences & Hospital, Pawapuri



TenderDocument For Outsourcing of LaundryServices

PR No.-45589, Dt.-28.10.2019

Date & Time of Pre-bid meeting	11/11/2019at12:00PM
Last Date & Time of Submission of Bid	30/11/2019upto5:00PM
Date & Time of Opening of Bid	02-12-2019at12:30PM

Superintendent Office, <u>Vardhman Institute of Medical Sciences & Hospital,</u> <u>Pawapuri</u>

PR No- 45589 Date-28.10.2019

NOTICE INVITING TENDERS (NIT)

FOR

Outsourcing of Laundry Services at Vardhman Institute of Medical Sciences & Hospital, Pawapuri

- 1) Superintendent, <u>Vardhman Institute of Medical Sciences Hospital</u>, <u>Pawapuri</u>invites tenders from eligible and qualified organizations for Outsourcing of Laundry Services at <u>Vardhman Institute of Medical Sciences Hospital</u>, <u>Pawapuri</u>.
- 2) Tender documents may be collected from the office of Superintendent *Vardhman* Institute of Medical Sciences Hospital, Pawapurion payment of INR 500/- in the form of demand draft issued by any nationalized bank drawn in favor of Superintendent VIMS Hospital Pawapuri, payable at Pawapuri, on any working day up to 5pm. It can also be downloaded from the websitewww.vimspawapuri.org.In that case original demand draft of Rs.500/-(Rs. five hundred) drawn in the favor of Superintendent VIMS Hospital Pawapuri payable at Pawapuri is to be submitted along with technical bid. Tender document fee is nonrefundable. The technical bid should accompany Tender Document fee i.e 500/- in the form of Demand draft and a refundable EMD amount Rs. 25,000/- in form of Demand Draft/ Bank Guarantee drawn in favor of Superintendent, VIMS HOSPITAL PAWAPURI, Payable at Pawapuri. Bidders can submit their bids on or before 30-11-2019 up to 05:00 PM.either through speed post or registered post. (Submissions by hand, courier, fax, email or any other means will not be accepted). The tenders submitted up to the scheduled date and time shall be opened on 02-12-2019 the next working day at 12:30 PM in the office of Superintendent VIMS Hospital. Institution will not be responsible for any postal delay. Bidder/His/Her authorized representative may attend the tender opening on the date and time mentioned above. If the last date of receipt/ date of opening of bid is declared holiday then next working day will be last date of receipt and likewise opening date will be shift to next working date. Date of Opening of Financial bid will be communicated to only those bidders who qualify in evaluation of technical bid. Bidders who disqualify will not be informed.
- 3) Pre-bid meeting is scheduled at 12:00 Hrs. on 11/11/2019 at Superintendent Chamber, Vardhman Institute of Medical Sciences & Hospital, Pawapuri. Interested prospective bidders may attend the pre-bid meeting to seek clarification on any aspects of the tenderdocument.
- 4) All the further notifications/amendments, if any, shall be posted on the aforementioned website. No separate communication shall be made with individual bidders.

Superintendent, Vardhman Institute of Medical Sciences Hospital, Pawapuri

1. Background & Scope of Work

Superintendent, <u>Vardhman Institute of Medical Sciences Hospital</u>, <u>Pawapuri</u>("Authority"), invites proposal from eligible bidders for providing Laundry Services at the <u>Vardhman Institute of Medical Sciences Hospital</u>, <u>Pawapuri</u> with bed strength of 500.

<u>Objective of work:-</u> A sick person coming to the alien environment of the hospital gets tremendous influence and soothed by aesthetics of the surrounding and the linen. Clean linen is an aid to reduction of the hospital acquired infections. The main objective of the laundry service will be to provide better patient care through proper planning and cleaned linen supply.

Scope of work: The scope of work is (a) collection (b) washing (c) drying with steam for sanitization and sterilization (d) Calendaring &Pressing (f) folding and packing clean linen in laundry trolleys and sending these to different departments from where received. Apart from this one tailor is also required for sewing/repairing purpose.

5. You are requested to quote your best offer along with all required documents as provided in this TenderDocument.

The sealed Bids should reach the address Superintendent, Vardhman Institute of Medical science Hospital Pawapuri, Nalanda Pc- 803115 latest by30-11-2019 up to 05:00 **PM**and it will be opened on at 02-12-2019 PMatSuperintendentChamber,Vardhman **Institute** of Medical SciencesHospital, **Pawapuri**in the presence of the bidder(s) their or authorized representative(s).

2. ContractPeriod

The contract will be valid for a period of 2(Two)**vears** 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 also be extended, based on satisfactory performance, on the same terms & conditions, with mutual consent of both the parties, but the decision of the competent authority of the medical college & hospital would befinal.

3. Eligibility Criteria

- (a). 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 (minimum 3 years' experience). Consortiums are not allowed.
- (b). The Bidder must have minimum three years of experience of execution of providing laundry services in Government/Corporate Hospital of minimum 150 beds/PSU and shall be capable of providing laundry services through experienced, competent and qualified personnel who are well versed with modular laundry and fit for handling and general maintenance of equipments of laundry installed in laundry premises of Vardhman Institute of Medical science Hospital Pawapuri, Nalanda

The Agency will be required to provide copy of experience certificate from the contracting agency. Bidders are advised to visit our Laundry Department and attach a report about site inspection in Technical Bid. Bidders are also requested to attach a Laundry service work flow chart in Technical Bid.

(c). Bidder should have its office at pawapuri/patna or if not so, he should be able to open it within a month after award of contract.

- (d). Average financial annual turnover of the bidder in the last three years. Should not the less than 25 lacs (Twenty five lacs).
- (e). It should be registered agency for providing laundry services.
- (f). Should have proper labor license/undertaking that he will get it within forty five days of contract of award failing which his agreement will be cancelled and performance security deposit will be forfeited.
- (g) The Bidder should not be Blacklisted/banned/convicted by any court of law for any criminal of civil offences /declared ineligible by any entity of any state Government or Govt. of India 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 during the past 5 years from the last date of submission of bids, 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 involved in with any government agency/state/central department/PSU.
- (h). No joint venture/consortium is allowed to participate in the Bidding process.
- **4.** Tender document fee:- Rs. 500/- (Rs. Five hundred) only in the form of demand draft issued by

any schedule Nationalized Bank drawn in favor of Superintendent VIMS Hospital, Pawapuri, payable at pawapuri. It is non-refundable.

5. 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.

6. Site visit and verification ofinformation

Bidders are advised/ encouraged to submit their respective Bids after visiting the site and see complete and actual installation of laundry of *Vardhman Institute of Medical Sciences Hospital, Pawapuriand* ascertaining for themselves the information regarding the same and any other matter considered relevant by them.

It shall be deemed that by submitting a Bid, the Bidderhas:

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

7. Pre-BidMeeting

To discuss the scope of work and to clarify any other issues with respect to this Tender, the Authority will hold a Pre-Bid Meeting on 11-11-2019 at 12:00 PMatSuperintendentChamber, Vardhman Institute of Medical Sciences & Hospital, Pawapuri Prior to the meeting, the Bidders may submit a list of queries and propose modifications, if any, to the projectrequirements. However it is up to the authority to accept or reject the modification.

8. Amendment to the Tender document

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.

Any Addendum thus issued shall be uploaded on the Authority'swebsite.

9. Submission of Bids

A bidder must submit only a single tender. If more than one tenders are submitted by the

same bidder, the same shall be summarily rejected.

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

TechnicalBid:

To qualify in the Technical bidthe Bidder shouldhave theminimum eligibility criteria as mentioned under "Eligibility Criteria" section and the Bidder in this regard should submit the documents mentioned under Clause 16-"DocumentsRequired".

FinancialBid:

- The financial bid shall contain the Price Bid Form **as per Annexure1.**
- The prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on anyaccount.

The Technical Bid and the Financial Bid should be submitted in **two covers**; one super scribing 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 dulysealed. Each of the envelopes should be addressed to **Superintendent Office**, **Vardhman Institute of Medical Sciences Hospital**, **Pawapuri Nalanda Pc- 803115** Unsealed, depilated conditional tenders and tenders without Bid Security and tender documents fee shall not be entertained

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

10. <u>Signing of tender:</u> Individual signing the tender or other documents concerned with it must specify whether he signs as a sole proprietor/authorized signatory or on behalf of firm with proper power of authorization. If on enquiry it appears that the person so signing has no authority to do so, Superintendent VIMS may without any prejudice, cancel the contract and hold the signatory for all cost, Consequences and damage under the civil and criminal remedies and forfeit the EMD/Performance security deposit. The tenderer should sign and fix stamp on all pages and each page should be numbered.

11. BidSecurity/EMD

BidSecurityof**Rs25,000/-**(Twenty

Five

ThousandOnly)shouldbesubmittedbymeansofaBank Demand Draft prepared in the name of <u>Vardhman Institute of Medical SciencesHospital</u>, <u>Pawapuri</u>. TheBidSecurityoftheSuccessfulBiddershallbereturnedwithin7 days of submission of Performance Security and for unsuccessful bidder(s) it would be returnedwithin15daysofsigningofthecontractwiththeSuccessfulBidder. Bid(s)received without theBidSecuritywillberejected. No interest is payable on this amount.

12. Taxes/Duties

Rates quoted should be inclusive of all taxes as is being levied or may be levied in future. No increase in rates will be permissible even if the tax rates are increased. Bidder shall pay all the statutory taxes levied by Government or Localbodies.

13. Right to accept and to reject any or allBids

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.

14. Validity ofbids

Bids shallremainvalidfor 120daysfromthedateof opening of thebid.

15. Correspondence with the Bidder

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

16. DocumentsRequired

The following documents duly attested should be submitted along with the **Technical Bid**.

hospitals (minimum 150 bedded hospital). Annexure 3 Site Inspection/Verification report. Workflow chart of Laundry Services.	1	Dulyfilledformat of Technical Bid as per Annexure 2
partnership act1932 • For Society/ Trust- Certificate issued under society registration act 1860/ Indian Trust Act 1882 • For Proprietorship firm- Certificate issued under shop & EstablishmentAct 3 Bid Security in the form of a Demand Draft as mentioned in Clause 11 4 Tender document Fee (Non Refundable) in the form of a Demand Draft as mentioned in Clause 4 Experience certificate/ work completion certificate of providing minimum three years of laundry services on outsourcing basis in Govt. Hospital/ PSUs or private hospitals (minimum 150 bedded hospital). Annexure 3 6 Site Inspection/Verification report. 7 Workflow chart of Laundry Services. Affidavit (sworn before public notary/ executive magistrate) stating that the agency is not 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.ofIndiaoranylocalSelf-GovernmentbodyorpublicundertakinginIndia for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 5 years from the last date of submission of bids, 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 involved in with any government agency/ state/ central department/ PSU. Annexure4 (c) Audited Balance sheetand; (d) Statementof: i. Profit & Loss Account, and a copy of challan related to annual return filed with ROC and any other related financial statements (if the bidder is registered under Companies Act), or ii. Income and expenditure account, Receipts and Payments account and other related financial statements (if the bidder is registered under Societies and Trusts Act), or, iii. Profit and loss account, Income tax return. (if the bidder is proprietorship firm) 10 Copy of PAN Card 11 Proof of Income Tax Filing		
Trust Act 1882 For Proprietorship firm- Certificate issued under shop & EstablishmentAct Bid Security in the form of a Demand Draft as mentioned in Clause 11 Tender document Fee (Non Refundable) in the form of a Demand Draft as mentioned in Clause 4 Experience certificate/ work completion certificate of providing minimum three years of laundry services on outsourcing basis in Govt. Hospital/ PSUs or private hospitals (minimum 150 bedded hospital). Annexure 3 Site Inspection/Verification report. Workflow chart of Laundry Services. Affidavit (sworn before public notary/ executive magistrate) stating that the agency is not 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.ofIndiaoranylocalSelf-GovernmentbodyorpublicundertakinginIndia for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason during the past 5 years from the last date of submission of bids, 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 involved in with any government agency/ state/ central department/ PSU. Annexure4 (c) Audited Balance sheetand; (d) Statementof: i. Profit & Loss Account, and a copy of challan related to annual return filed with ROC and any other related financial statements (if the bidder is registered under Companies Act),or ii. Income and expenditure account, Receipts and Payments account and other related financial statements (if the bidder is registered under Societies and Trusts Act),or, iii. Profit and loss account, Income tax return. (if the bidder is proprietorship firm) 10 Copy of PAN Card 11 Proof of Income Tax Filing for the last three financial years	2	
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	10	Copy of PAN Card
12 Copy of Goods & Services tax (GST) registration certificate	11	Proof of Income Tax Filing for the last three financial years
1	12	Copy of Goods & Services tax (GST) 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, forinterpretation.

17. Evaluation

TechnicalEvaluation:

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.

FinancialEvaluation:

The evaluation for Financial Bid shall be done for technically successful bidders only. There is no obligation on the part of the Hospital authority to inform the unsuccessful bidders of the result of the tender.

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)

Lowest Bid shall be termed as L1 and higher bids shall be termed L2, L3 & so on, and shall be calculated as per clause 15.2.1 (weightage average of the two bidamounts)

If there is a discrepancy between the unit price and total price, then the unit price shall prevail and the total price shall becorrected.

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 berejected.

18. Award of contract

The contract for providing laundry services at <u>Vardhman Institute of Medical Sciences Hospital</u>, <u>Pawapuri</u>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. 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/Corporate Hospital. 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 intoconsideration.
- **Turnover:** Bidder with higher average annual turnover of last 2 vears

IncaseL-1bidderdenies/failstohonorthecontract/Letter of intent theauthorityshallbeatfreedom tonegotiatewithL2,L3...(inthisorder)responsivebidderswiththeirconsenttoenterinto anagreementwiththeauthoritytoprovideservicesatL1rate.AlsoincaseL1failstoprovide services within timeframe as per the purchase order, the authority shall be at freedom to procurethesamefromL2,L3.....(in this order)responsivebidders at L1rate.

19. Intimation Letter to Successful Bidder / Notification of Award

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).

Within 15 days of receipt of such intimation, the successful Bidder shall give its acceptance to the Authority and submit the required Performance Security which shall be equivalent to 10% of the annual contractvalue.

20. Signing of agreement

The signing of agreement shall constitute the award of contract on the Successful Bidders. The agreement with the Successful Bidder shall be signed within a week of submission of Performance Security.

The Successful Bidder shall commence the service only after the signing of the contract with the Superintendent of the medical college & hospital.

The selected Bidder shall start the complete services at the Superintendent office, Vardhman Institute of Medical Sciences & Hospital, Pawapuri within 45 days of handover of space. In case of delay in roll-out of services, appropriate penalties may be imposed in such case.

- a) Failure to start the services at **Vardhman Institute of Medical Sciences Hospital, Pawapuri** within 45 days of handover of premises shall lead to imposition of penalty from 46th day to 75th day, the selected agency will be levied INR 5,000 per week, for delay of every 7 days, to be appropriated from Performance Bank Guarantee submitted by the service provider, or deducted from the monthlypayment.
- b) Failure to provide complete services with-in 75 days from the date of handover of premises may lead to termination of the contract, and forfeiture of the Performance Security/Earnest Money Deposit(EMD)

21. Anti-Collusion

The Bidder shall not communicate to any person other than the Authority the amount of any Bid, adjust the amount of any Bid by arrangement with any other bidder, make any arrangement with any other bidder about whether or not he or that other bidder should or should not bid or otherwise collude with any other bidder in any manner whatsoever in the tendering process until the Bidder is notified by the Authority of the outcome of the tender exercise. Any breach of or non-compliance with this clause by the Bidder shall, without affecting the Bidder's liability for such breach or non-compliance, invalidate his Bid.

22. Others

Bidders are requested to study the terms and conditions of the tender document carefully and then submit tendersaccordingly.

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 bedisqualified. Tender not received on "**Two Bids**" basis will be summarilyrejected.

An authorized representative may remain present at the time of opening of thetender. 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 beforfeited.

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.

The decision of the Superintendent shall be final, and no enquiries, or application for review, shall be entertained. The Superintendent reserves the right to amend any of the conditions, if required or cancel or reject all or any bid/tender without assigning any reason.

Tentative Requirement

SI	Department	Bed Sheets	Gowns	Draft	Blankets
No.				Sheets	(Mostly in winter)
1	500 Beds Daily change	500	0	0	500
2	New for new admission	70	0	0	70
3	OPD 20Rooms Daily change	20	0	0	0
4	Emergency/Trauma 20 Beds X Twice change + 10 etc	50	0	0	50
5	Labour Room (25 daily deliveries) 20 Beds X Twice change+10etc	60	50	50	0
6	Operation Theatre (10 Operation Daily) Gowns- 4x10 Draft sheets- 6x10	10	40	60	10
7	Dr. Aprons				
8	Patient dress	30	30		
	Total	740	120	110	970

Note: The above is the tentative requirement. The payment will be made on the basis of the actual Work. In very short time hospital will provide Patient dress in IPD also.

Annexure 1: Financial Bid

The rate for providing all the services is provided below.

Cloth Type	Financial Figures)	Quote (in	Financial Quote –(in words)
1) Largecloths (Bedsheet Sheet,Blanket,Curtain Mosquitonetetc.)			
2)Smallcloths (Towel			
Pillowcover, Table Cloth,			
Chair Clothetc.)			

Note: The above rates are all inclusive; Running of Laundry with Manpower deployment, material and however, in case of any future change in GST (increase/ decrease) applicable on the services offered by the Agency, the authority shall make respective adjustment (increase/ decrease) in the payments.

- a) 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)
- b) We understand that in case of a discrepancy between words and figures, the amount in words shall be considered asvalid.

Date:	Name and Designation of the Bidder:
Place:	Signature ofBidder:
	Seal of the Bidder:

Annexure 2:TechnicalBid

S. No	Details of the Bidder	Response
1	Name of the Bidder	
2	Address of the registered office of the Bidder	
3	Contact 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	PAN Number	
10	GST Number	
11	Name and Mobile Number of a Key person, who can be contacted at any time.	

Date:	Name and Designation of the Bidder:
Place:	Signature ofBidder:

Seal of the Bidder:

Annexure 3: Prior Experience

Experience during last 3 years (attach documentary proof / certificate from concerned organization) $\,$

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

Date:	Name and Designation of the Bidder:
Place:	Signature ofBidder:
	Seal of the Bidder:

Annexure 4: Self Declaration Form

Sir,	
I,M/s	(thenamesandaddressesoftheregisteredoffice)hereby
certify and confirm th	nat 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 any entity of
GoB or by any entity o	f state government /or Govt. of India or any local Self-Government body or
public undertaking ir	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	et(s) during the last 5 years from the date of submission of bids/tenders, as
onthe	(Date of Signing of Application).

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.

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 General terms and conditions:-

- 1. <u>List of equipments:</u> The following equipments are installed in modular laundry premises of VIMS Hospital and this tender has been invited to provide best laundry services through these machines and man power and consumables. These machines and accessories have to be cleaned and maintained (General) as if your own.
- 2. <u>Brief description of work:-</u> VIMS Hospital has the requirement to launder/dry clean the hospital linen which comprise big/small linens, items from wards, OPD, Dressing room, OTs, Labor room, Doctors Apron etc. both in white and labored, blankets, plastic curtains, mosquito nets or others which need to be washed. It is to be operated on all days in one or more shift as per work load and the washed linens will be delivered within 24hrs. of receipt for processing.
- **3.** All the machines and accessories will be handed over to the vender in running condition and vendor will return these machines and accessories in same running condition after completion of contract work.
- 4. 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. Standard precautions to be followed while collecting and handling infected/dirty linens. Vender will provide PPE to its workers.
- 5. The Agency should identify torn linen at the time of collection. Only torn linen will be replaced by the Authority.
- 6. The Agency shall do the work of sorting, processing of used linen (**as per attached list**) with standard laundering process, includingironing.
- 7. Bed sheets, sheets, pillow covers, chair cloths etc. to be washed & ironedevery day.
- 8. Apron used by MOs & Para medical staff should be washeddaily as per availability.
- 9. Office table clothes to be washed & ironed once in aweek
- 10. Blanket, curtains should be cleaned on fortnightlybasis.
- 11. 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 authorized representative of medical college & hospital. Bio-Medical Waste management rules, wherever applicable will be followed by the Agency.
- 12. Separate carts for transport & storage of dirty & washed linen will beused
- 13. Vender will use its own fuel (diesel) and operator for operation of laundry boiler for steam generation.
- 14. 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 thelinens.
- 15. Agency shall be responsible for safe disposal of left chemicals, washing materials and other garbage produced in laundry as per norm. It will keep the laundry premises neat and clean. Agency will be responsible for daily cleaning of laundry equipments trolleys and other equipments /tools and general maintenance. MEP staffs are there to help them.
- 16. Any other work of similar nature assigned by the Hospitalauthorities

HR related

- 1. Deploy and ensure requisite and adequately trained personnel (18+ age) at thehospitals.
- 2. For daily supervision, Agency shall appoint a qualified Supervisor who will ensure that the work is doneproperly

- 3. The Agency shall abide by the rules and regulation relating to various labor laws such as Minimum Wages Act, ESI, and PF etc. The authority will not be a party at any stage to any kind of dispute relating to theabove
- 4. Uniform and ID card should be provided to the workers and staff should wear it in duty times.
- 5. The Agency shall ensure that the person deployed are disciplined and consumption of alcoholic drinks, pan, smoking, loitering without work and engaging in gambling, satta or any immoral act are prohibited
- 6. Any misconduct/misbehavior 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 HospitalAdministration
- 7. 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. All the materials used in washing should be supplied by the Agency
- 2. The Agency shall use only ISI marked detergent/washing material which should be ecofriendly, machine friendly, body friendly as well as textile friendly. In case it becomes necessary to use any material other than the approved, prior permission shall be obtained from the controllingauthority
- 3. 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.
- 4. 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.
- **5.** <u>Hospital related obligation:-</u> Hospital will provide Machines, electricity, water and space free.
- **6.** As this Hospital is a Govt. institution covered under scope of RTI Act, it is expected that the agency shall keep all the records properly indexed and maintained in a systemic manner.
- 7. IN NO CIRCUMSTANCE THE WROK OF WASHING SHOULD BE HELD UP ON ANY GROUND WHAT SO EVERY i.e. NON RUNNING OF MACHINE, FAILURE OF ELECTRICITY STRIKE OF WORKER etc. In that event approved bidder shall have to arrange washing manually with existing staff.

List of the Items to be washed

Small	Items
1	Chair Cloth
2	Pillow Cover
3	Baby Sheet/Towel
4	Hand Towel
5	Bath Towel
Large	Items
7	Table Cloth
8	Bed Sheet
9	Other Sheet
10	Blanket
11	Maternity Gown
12	Surgical gown
13	Curtain
14	Mosquito net
15	OT Pajama shirt for boys and nurses

Note: The list may vary, and the exact list of items to be given by Medical College &Hospital during Pre-bid meeting. Any other work of similar nature assigned bythe Hospital authorities will have to be done by the Agency

2. Terms of Payment

The Agency needs to submit its bills 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. Wherever applicable, should initiate electronic funds transfer instead of cheque payment to the Agency as per availability of funds in proper head.

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

3. Review and MonitoringStructure Reporting:

- a) The Agency shall maintain proper Log Books for the services being provided with adequate details related to services and materials availability.
- b) These Log Books shall be verified and signed by the authorized representative of medical college & hospital on a dailybasis.

Monitoring:

- c) Daily Inspection: The authorized person of medical college shall inspect services being provided by the Agency on a daily basis with the help of the medical college staff.
- d) Weekly monitoring: Medical College's authorized official 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 within 2 days of the visit.
- e) Monthly Review Meeting: The Medical Superintendent shall convene a monthly review meeting with the head of the Agency to review performance of the service provider.
- f) Random Review Inspections: Medical College/Health Department may randomly review services provided by the agency, through its representatives or Third-Party Agency (TPA). Medical College may review the performance of services through inspections/discussions with medical college's representative.

4. Penalty

Incasethe Agency defaults on its obligations through the Key Performance Indicators (KPIs), apenalty shall be levied as mentioned under **Schedule C**. The total penalty in amonth shall not exceed 10% of the monthly invoice value.

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 performancesecurity.

5. PerformanceSecurity

The Agency will be required to deposit an amount One Lakh (1,00,000/-)asPerformanceSecuritywithin15daysofnotificationofawardofcontract,failingwhichthecontract willbecancelled and awardedto thesecondhighestbidder.

The Performance Security should be in the form of Bank Draft or Bank Guarantee issued by a scheduled bank in favour of <u>Vardhman Institute of Medical Sciences & Hospital, Pawapuri</u>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 theparties.

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.

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

The Agency shall not get any interest on security money deposited. If the Performance

 $Security is not refunded within 90 days of the expiry of the contract, an interest of {\tt contract}, {\tt contract}$

5%p.a. shall be payable by the Authority to the Agency for the delay.

ForceMajeure

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.

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 reliedupon.

6. DisputeSettlement

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

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 Principal Secretary, Health Department, GoB, who will nominate an Executive who/which shall then scrutinize the claims/disputes that have been referred and make efforts for amicable settlements by mutualdiscussions/negotiations.

If the parties fail to resolve their dispute or difference by such mutual consultation within sixty days of its occurrence, then, either the Tender Inviting Authority or the Service Provider shall give notice to the other party of its intention to commence arbitration as agreed. The Arbitration proceedings shall be conducted at Patna Bihar, India, under the Arbitration & Conciliation Act, 1996 and amendmentsthereafter.

7. 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.

8. Event of Default

It shall be an Event of Default if: The Agency or its employee fails to comply with any of the obligations listed out under the Agreement.

Any representation or warranty made by the Agency under the Agreement found to be incorrect in any material respect.

The Agreement becomes unlawful or is declaredvoid.

9. Termination

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 beremedied.

If the Agency fails to provide satisfactory service despite several notices, the Agreement can be terminated by the Authority by giving one monthnotice.

Either party may terminate the agreement without assigning any reason by giving a ninety days'notice. 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 NoticeUpon termination of the Agreement, the Agency shall vacate the premises and withdraw its services and staff.

10. Covenants

Agency shall ensure compliance with all applicable laws, rules and regulations, guidelines or policies for the performance of obligations under the Agreement.

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.

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 medical college & hospital where it is providing services and shall treat all information asconfidential.

11. Limitation of Liability

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.

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.

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.

12. Indemnity

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 willful misconduct of Agency or its employees oragents

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

	Date:
To The Superintendent Vardhman Institute of Medical Sciences Hospital, Pawapuri	
Dear Sir,	
WHEREAS(NameofBidder)hereinaft pursuance of Contract dated	ereinafter referred to as "the Contract") to(Vardhman Institute of Medical
AND WHEREAS it has been stipulated in the said Co Guarantee ("the Guarantee") from a Nationalized project/performance of providing quality laundry serv Sciences Hospital, Pawapurias per the agreement	/ Scheduled Commercial Bank for the rices at <i>Vardhman Institute of Medical</i>
WHEREAS we ("the Bank", which expression shall permitted assigns) have agreed to give the <u>Vard</u> <u>Hospital, Pawapuri</u> the Guarantee:	
Therefore, the Bank hereby agrees and affirms as follows:	ws:
1) The Bank hereby irrevocably and unconditionally g	uarantees the payment of INRunder the terms of their performance / non- implementation and/ or ementation. Provided, however, that the haman Institute of Medical Sciences

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.

Vardhman Institute of Medical Sciences Hospital, Pawapuri to the Bank shall be

Registered Post (Acknowledgement Due) at the following

- 4) The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affectedby:
 - 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 <u>Vardhman Institute of Medical Sciences Hospital</u>, <u>Pawapuri</u> 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 not withstanding

by

AttentionMr.....

sent

- any security or other guarantee that *Vardhman Institute of Medical Sciences Hospital, Pawapuri* may have in relation to the bidder'sliabilities.
- 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 *Vardhman Institute of Medical Sciences Hospital, Pawapuri* or any other indulgence shown by *Vardhman Institute of Medical Sciences Hospital, Pawapuri* 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 arisehereunder.

Datedthis the Dayof2019	
Witness	
(Signature)	(Signature)
(Name)	(Name)
Bank Rubber Stamp	
(Official Address)	
Designation with Bank	

Schedule A - List of machines and equipment's installed in laundry premises of VIMS Hospital.

Laundry Equipment					
Sl. No.	Description	Unit	Quantity		
1	Industrial Washer Extractor. Heavy Duty High Spin. Computer Controlled. Front Loading, open pocket. Top suspension with hydraulic cushions. Full stainless steel cabinet. Single motor frequency drive. 5 compartment automatic soap / chemical dispenser. 30 kg capacity, steam heated.	Each	1		
2	Industrial Washer Extractor. Heavy Duty High Spin. Computer Controlled. Front Loading, open pocket. Top suspension with hydraulic cushions. Full stainless steel cabinet. Single motor frequency drive. 5 compartment automatic soap / chemical dispenser. 60 kg capacity, steam heated.	Each	3		
3	Drying tumbler. Front Loading, Open Pocket. Reversible with automatic cool down feature. 60kg capacity, steam heated.	Each	2		
4	Flat work drying ironer. 1 Roll with heated chest. Front feed, Rear return, Steam Heated.	Each	1		
5	Flat Bed Press. Auto timed, Pneumatically Operated. Head size: 1500 x 750, steam heated.	Each	1		
6	Vacuum finishing table. Table top size: 1200 x 750 electric steam iron (imported) Teflon shoe (imported) condensate separator	Each	2		
7	Dry linen Trolley. Overall size: 1100x600x1500ht.	Each	4		
8	Washroom Trolley. Overall size: 1250x675x780ht.	Each	4		
9	Shelf Trolley. Overall size: 1200x600x1700ht.	Each	2		
10	Mobile table. Table top size: 1150 x 750	Each	2		
11	Mobile table. Table top size: 2350 x 750	Each	2		
12	Laundry Scrub Station with 2 sinks. Overall size: 1600 x 550 x 900 height.	Each	1		
13	Air compressor, 3 HP Double Stage, 160 ltr. Tank	Each	1		
14	Steam Boiler, 500 kg capacity along with water softener (Thermax)	Each	1		

B. List of Materials to be used by vender-

- 1. Detergentpowder
- 2. Separate carts for transport & storage of dirty & washedlinen
- 3. Disinfectant
- 4. Acetone
- 5. Ammonia
- 6. HydrogenPeroxide
- 7. Bleach
- 8. Sodium Hypochlorite
- 9. Any other material which the vender will use

Schedule B - Performance Matrix

S.	Performance	Expected	Measurement protocol	Penalty in case
No	Indicators	Level		of non-
				compliance
1.1.	Collection of dirty linen	At least 90%	To be verified from daily	1% of the total
	from ward and	of time within	Log Book	monthlyinvoice
	departments between	amonth		
	7:00 AM to 8:00 AM(or			
	the time fixed by the			
	authorized officials)	2.4		
1.2.	Linen should be washed	100%of time	To be verified based on	1% of the total
	in Washing Machine		inspections	monthlyinvoice
	only. No hand washing	1000/	m 1 'C' 1C 1'1	D + CC
1.3.	Staff availability	100%	To be verified from daily Log Book/ attendance	Rs. 200 per staff per day of
			register	absence
1.4.	Machines and materials	100%	To be verified from daily	1% of the total
1.4.	available at all times	10070	Log Book/Stock Book and	monthlyinvoice
	(Schedule A)		weekly (random)	monthlymvoice
	(50110111111111111111111111111111111111		inspection byauthorized	
			officer/ ward in-charge	
1.5.	Infected (blood stain)	100%	To be verified based on	5% of the total
	linen to be washed		random inspections by	monthly invoice
	separately		authorized+ officials/ ward	
			in-charge	
1.6.	Odour and Stains	Odour and	To be measured based on	1% of the total
		stain free	spot inspections and/ or	monthlyinvoice
		linen 95% of	complaints received for	
		times	stains/ odour against the	
			total clothes cleaned in a	
1.7.	Timeliness of handing	Within 6	month To be verified based on	1% of the total
1./.	over cleaned linen back	hoursfornon-	handover/ takeover time	monthlyinvoice
	to medical college &	infected linen	fixed at the medical college	
	hospital	and 10 hours	& hospital and entered in	
		for infected	the daily Log Book	
		linen.		
	<u> </u>			

Schedule C – Linen Exchange Record

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

Vardhman Institute of Medical Sciences & Hospital, Pawapuri							
S. No Department (OT/Ward/LaborRoo		Date	Number of dirty linen collected	Number of clean linen delivered	Signature		Remarks (by Authority)
	etc.)		Agency)	Agency's representative	Authority's Department I/C	(such as any torn, dirty linen received)- or any pending items	
1							
2							
3							
4							
5							
6							
7							

Note- If Tenderer finds the sheet insufficient for filling up the information additional sheets can be used.