Contract



Contract No: GEMC-511687775207192 Contract Generated Date: 08-Jul-2022

Bid/RA No: GEM/2022/B/2105190

Organisation Details

Type: State Government

Ministry: Department:

Health and Family Welfare Department Delhi

Organisation Name: N/A

Office Zone: Aruna Asaf Ali Govt Hospital

Buyer Details

lame: Yogendra Kumar

Designation: SMO

Contact No.: 011-23965532-Email ID: yogendra.kumar23@delhi.gov.in

GSTIN: 07DELA15917G1DW

ARUNA ASAF ALI GOVT. HOSPITAL 5, RAJPUR ROAD,

Address: CIVIL LINES,

CENTRAL DELHI, DELHI-110054, India

Financial Approval Detail

IFD Concurrence:

Designation of Administrative Approval: Designation of Financial Approval: Yes

MEDICAL SUPERINTENDENT
MEDICAL SUPERINTENDENT

Paying Authority Details

Payment Mode: Offline Designation: DDO

Email ID: naveen.pathak41@nic.in

GSTIN: N

ARUNA ASAF ALI GOVT. HOSPITAL 5, RAJPUR ROAD,

Address: CIVIL LINES DELHI 110054,

CENTRAL DELHI, DELHI-110054, India

Consignee Details

| S.No | Consignee Name & Address | Service Description | |
|------|--|--------------------------------------|--|
| | Contact: 011-23940512- Email ID: sarita.kumari23@gov.in GSTIN: 07DELA15917G1DW | Laundry Service - Healthcare purpose | |
| 1 | | Laundry Service - Healthcare purpose | |
| | | Laundry Service - Healthcare purpose | |

Service Provider Details

 GeM Seller ID:
 998C180000116445

 Company Name:
 SHOKEEN SERVICES

 Contact No.:
 09999590428

Email ID: shokeenservices@gmail.com

FLAT NO 272, 3RD FLOOR, TYPE LIG, POCKET - 2, SECTOR - A 10,NARELA,NARELA,NARELA,

North West delhi, DELHI-110040, -

MSME verified: Yes

MSME Registration number: DL06D0020427
GSTIN: 07CLSPS1980G1ZH

*GST / Tax invoice to be raised in the name of - Consignee

Service Details

Service Start Date (latest by): 20-jul-2022 Service End Date: 19-jul-2023

Category Name : Laundry Service - Healthcare purpose

Billing Cycle: monthly Weight in Kg per month / Number of Pieces per Rate per Kg or Rate Per Description month Piece (INR) 51 to 100 Select Bed Capacity of the Hospital Type of Laundry Solution Wet Cleaning Small Size Cycle Daily District NA **Quantity Range** Not applicable Pick up & Drop 3,720 6.400 Type of Laundry service Service **Unit of Laundry Service** Number NA Zipcode Frequency Number of months within contract 12

| | <u> </u> | | | | | | | | |
|--|---|--|---|--|--|--|--|--|--|
| | | Total Amount (Formula) : | | | | | | | |
| (Rate per Kg or Rate Pe | er Piece*Weight in Kg p | er month / Number of Pieces per mont h*Number of months with | nin contract period) | | | | | | |
| Fotal Value without Addons (INR) | | | 285696 | | | | | | |
| Total Addon Value (INR) | 0 | | | | | | | | |
| Total Value Including Addons (INR) | 285696 | | | | | | | | |
| | Catamam, Nam | and a Laura dur. Camilea - Haalkhaana arrumaaa | | | | | | | |
| | Category Nan | ne : Laundry Service - Healthcare purpose | | | | | | | |
| Billing Cycle : monthly | | | | | | | | | |
| Description | | Weight in Kg per month / Number of Pieces per month | Rate per Kg or Rate Per Piece (INR) | | | | | | |
| Size | Medium | | | | | | | | |
| requency | 1 | _ | | | | | | | |
| elect Bed Capacity of the Hospital | 51 to 100 | _ | | | | | | | |
| nit of Laundry Service | Number | | | | | | | | |
| District | NA | | | | | | | | |
| lipcode | NA | 8670 | 6.900 | | | | | | |
| Type of Laundry Solution | Wet Cleaning | | 0.500 | | | | | | |
| ype of Laundry service | Pick up & Drop Service | | | | | | | | |
| Cycle | Daily | | | | | | | | |
| Quantity Range | Not applicable | | | | | | | | |
| Number of months within contract | 12 | | | | | | | | |
| period | 12 | | | | | | | | |
| iotai Addon value (INK) | | | 0 | | | | | | |
| | Category Nan | ne : Laundry Service - Healthcare purpose | 717876 | | | | | | |
| | Category Nan | ne : Laundry Service - Healthcare purpose Billing Cycle : monthly | | | | | | | |
| | Category Nan | | | | | | | | |
| Total Value Including Addons (INR) Description | Category Nan | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per | 717876 Rate per Kg or Rate Per | | | | | | |
| Total Value Including Addons (INR) Description Select Bed Capacity of the Hospital | - | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per | 717876 Rate per Kg or Rate Per | | | | | | |
| Description Select Bed Capacity of the Hospital Juit of Laundry Service | 51 to 100 Number Not applicable | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per | 717876 Rate per Kg or Rate Per | | | | | | |
| Description Select Bed Capacity of the Hospital Unit of Laundry Service Quantity Range | 51 to 100 Number Not applicable | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per | 717876 Rate per Kg or Rate Per | | | | | | |
| Description Select Bed Capacity of the Hospital Unit of Laundry Service Quantity Range District | 51 to 100 Number Not applicable NA | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per | 717876 Rate per Kg or Rate Per | | | | | | |
| Description | 51 to 100 Number Not applicable NA NA | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per month | Rate per Kg or Rate Per Piece (INR) | | | | | | |
| Description Gelect Bed Capacity of the Hospital Unit of Laundry Service Quantity Range District Cipcode Grequency Gize | 51 to 100 Number Not applicable NA NA 1 Large | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per | 717876 Rate per Kg or Rate Per | | | | | | |
| Description Gelect Bed Capacity of the Hospital Unit of Laundry Service Quantity Range District Cipcode Grequency Gize | 51 to 100 Number Not applicable NA NA 1 Large Daily | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per month | Rate per Kg or Rate Per Piece (INR) | | | | | | |
| Description Select Bed Capacity of the Hospital Unit of Laundry Service Quantity Range District Zipcode Frequency Size Cycle | 51 to 100 Number Not applicable NA NA 1 Large Daily Pick up & Drop Service | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per month | Rate per Kg or Rate Per Piece (INR) | | | | | | |
| Description | 51 to 100 Number Not applicable NA NA 1 Large Daily Pick up & Drop | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per month | Rate per Kg or Rate Per Piece (INR) | | | | | | |
| Description Select Bed Capacity of the Hospital Unit of Laundry Service Quantity Range District Zipcode Frequency Size Cycle Type of Laundry Solution Number of months within contract | 51 to 100 Number Not applicable NA NA 1 Large Daily Pick up & Drop Service | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per month | Rate per Kg or Rate Per Piece (INR) | | | | | | |
| Description Descr | 51 to 100 Number Not applicable NA NA 1 Large Daily Pick up & Drop Service Wet Cleaning 12 | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per month | Rate per Kg or Rate Per Piece (INR) | | | | | | |
| Description Descr | 51 to 100 Number Not applicable NA NA 1 Large Daily Pick up & Drop Service Wet Cleaning 12 | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per month 1080 Total Amount (Formula) : | Rate per Kg or Rate Per Piece (INR) | | | | | | |
| Select Bed Capacity of the Hospital Unit of Laundry Service Quantity Range District Zipcode Frequency Size Cycle Type of Laundry service Type of Laundry Solution Number of months within contract period (Rate per Kg or Rate Pe | 51 to 100 Number Not applicable NA NA 1 Large Daily Pick up & Drop Service Wet Cleaning 12 | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per month 1080 Total Amount (Formula) : | Rate per Kg or Rate Per Piece (INR) 6.900 | | | | | | |
| Description Select Bed Capacity of the Hospital Unit of Laundry Service Quantity Range District Zipcode Frequency Size Cycle Type of Laundry Service Type of Laundry Solution Number of months within contract period (Rate per Kg or Rate Periotal Value without Addons (INR) | 51 to 100 Number Not applicable NA NA 1 Large Daily Pick up & Drop Service Wet Cleaning 12 | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per month 1080 Total Amount (Formula) : | Rate per Kg or Rate Per Piece (INR) 6.900 nin contract period) 89424 0 | | | | | | |
| Description Descr | 51 to 100 Number Not applicable NA NA 1 Large Daily Pick up & Drop Service Wet Cleaning 12 | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per month 1080 Total Amount (Formula) : Per month / Number of Pieces per mont h*Number of months with | Rate per Kg or Rate Per Piece (INR) 6.900 | | | | | | |
| Description Select Bed Capacity of the Hospital Unit of Laundry Service Quantity Range District Zipcode Frequency Size Cycle Type of Laundry Solution Number of months within contract Deriod (Rate per Kg or Rate Per Total Value without Addons (INR) Total Value Including Addons (INR) | 51 to 100 Number Not applicable NA NA 1 Large Daily Pick up & Drop Service Wet Cleaning 12 er Piece*Weight in Kg p | Billing Cycle : monthly Weight in Kg per month / Number of Pieces per month 1080 Total Amount (Formula) : | Rate per Kg or Rate Per Piece (INR) 6.900 nin contract period) 89424 0 | | | | | | |

1 Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Laundry Service provider. The purpose of this agreement is to facilitate implementation of Laundry Service from the buyer's premises or any other premises designated by buyer. This Agreement outlines the scope of work,

buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

- 1. General terms and conditions for Services;
- 2. Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;
- 3. BID / Reverse Auction specific

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

2 Objectives and Goals

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

- 1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- 2. Present a clear, concise and measurable description of services offered to the buyer
- 3. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- 4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons

The agreement will act as a reference document that both the parties have understood the above- mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

- 1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
- 2. **Service Provider**: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.

4 Scope of Services

This service deals with Laundry Service for providing end to end solutions for Healthcare, which includes the following:

- 1. Dry cleaning (premium clothing fabrics, additional relevant material,)
- ${\it 2. \ Wet \ cleaning \ (easy/daily-use \ clothing, \ Bedsheets, \ Towels, \ Pillow \ Cover \ etc)}\\$

Buyers of this service will have the option to choose from the following type of Laundry Service Models along with this Buyers can also include addons as per their requirement.

Laundry Service Model

Pick up & Drop Model

In this type of model, the Service Provider will pick dirty linen/cloths and other laundry items from the buyer premises and under the defined time by buyer, service provider will deliver the cleaned linen/cloths and other laundry items to the Buyer premises after washing in his own Premises.

Onsite Model (Laundry with Buyers Machine)

In this type of model, the Service Provider will pick dirty linen/cloths and other laundry items from the buyer and wash the linen/cloths and other laundry items in the Buyer premises with Buyer Machine and handover the cleaned linen/cloths and other laundry items to the Buyer.

Onsite Model (Laundry with Service Provider Machine) In this type of model, the Service Provider will pick dirty linen/cloths and other laundry items from the buyer and wash the linen/cloths and other laundry items in his own Machine which is installed at Buyer premises and handover the cleaned linen/cloths and other laundry items to the Buyer

Leasing model (Pickup & Drop Laundry Service)

In this type of model, the Service Provider will lend linen/cloths and other laundry items to Buyer and also do the laundry of linen/cloths and other laundry items by picking up dirty clothes from the buyer premises under the defined time by buyer, service provider will deliver the cleaned linen/cloths and other laundry items to the Buyer premises after washing in his own Premises.

Leasing model (Onsite Laundry with Buyers Machine) In this type of model, the Service Provider will lend linen/cloths and other laundry items to buyer and also do the laundry of linen/cloths and other laundry items by picking up dirty linen/cloths and other laundry items from the buyer and wash the linen/cloths and other laundry items in the Buyer premises with Buyer Machine and handover the cleaned linen/cloths and other laundry items to the Buyer.

Leasing model (Onsite Laundry with Service In this type of model, the Service Provider will lend linen/cloths and other laundry items to buyer and also do the laundry of linen/cloths and other laundry items by picking up dirty linen/cloths and other laundry items from the buyer and wash the linen/cloths and other laundry items in his

Add ons/Consumables

Single Packaging is the packaging in which every linen/cloths and other laundry items is

packed individually.

Combined Packaging is the packaging in which a bunch of linen/ cloths and other laundry

items are packed together.

This is the process wherein the Cleaned/Dry-Cleaned cloth is further sterile and packed for Sterilization

usages in OT. ICU and other critical areas.

Buyers will provide the details for date and time of service, Type of Laundry Service Model, Cycle, Frequency, Quantity. Service providers will quote the rate for every type of Laundry Solution for the respective Type of Laundry Service and Type of Space. For addons, additional charges shall apply.

- · Service Details and Standards
 - 1. The level of service delivered by the Service Provider shall provide highest professional standard and as per the applicable guidelines laid down by Healthcare Sector, the Service Provider shall follow the guidelines of Kayakalp -Swacchta Guidelines for Public Health Facilities or applicable State Guidelines only which include all the process and chemicals defined by
 - 2. The Service Provider shall process linen/cloths and other laundry items as per care label/ washing instructions/ best washing
 - 3. The Service Provider shall collect and deliver dirty linen/cloths and other laundry items from the different user areas defined by Buyer and also weigh the linen/cloths and other laundry items in front of buyer while putting the input in the Buyers
 - 4. The Service Provider shall sort, process used linen/cloths and other laundry items with standard laundering processes including repairing (if required), finishing & Transportation & Delivery of washed linen/cloths and other laundry items shall be in a proper way i.e. in the covered trolley/covers/hampers etc. to the user area as per the schedule/ timing agreed between user and Service Provider
 - 5. The Service Provider shall use standard quality detergent and chemicals only. The detergent/chemicals used shall be environment friendly and suitable for fabric and has to be approved by the consumables which is to be used by service provider shall be of highest quality available in market and same must be approved by buyer
 - 6. For packing the Service Provider shall pack the cleaned cloths as per the buyer requirement and for Combined Packing buyer shall determine how much Kg of Combined packages is
 - 7. Defined Timelines
 - 1. The Service Provider shall ensure that the pickup and delivery of clothes should be within the time assigned by
 - 2. Delay in delivery of Cleaned cloths, shall attract
 - 3. Service Assumptions
 - 1. The Service Provider shall not sublet any part of the Contract and will be responsible and liable to deliver the services as per the
 - 2. The Buyer shall be entitled to use the Cloths under Leasing Model given by Service Provider within the scope of service specified under this contract and at no time during or after the completion of the contract, will the ownership of Leased Cloths to be transferred to the
- Under Pickup and Drop Model the Service, Buyer will not be responsible for any fuel and transportation
- 1. Responsibility of guarding/maintaining the Service Provider Machinery under Buyer premises will be responsibility of Service Provider and buyer will no have any role in
- 2. Any electrical/physical damage to the buyer premises by Service Provider machinery or manpower will be accountable by service provider only and necessary penalty will be imposed on Service Provider.
- 3. Service Provider will not use buyer machinery or his machinery (when placed under Buyer premises) for any personal use or for any other activity not related to the scope of work under the contract.
- The manpower provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labor acts/ laws will be the sole responsibility of the service provider.
- It is to be noted that wherein the type of service is 'Lease and Laundry' model, (either Pickup & Drop Service), Leasing & Laundry (Onsite Laundry with Buyers Machine), or Leasing & Laundry (Onsite Laundry with Service Provider Machine)} the relation between the Buyer and Service Provider shall be similar to a Lessor and Lessee, wherein the Buyer shall be under the obligation to provide a detailed list of Laundry Items (with the specific number and sizes of linen/cloths and other laundry items etc) to the Service Provider and the Service Provider during the subsistence of the Contract Period, shall deliver the agreed number of Laundry Items in hygienic and perfect/ new
- Limitations of Service Delivery (if any)

5 Service Provider's Obligation

- 1. It is the responsibility of the Service Provider to ensure high standard washing/cleaning without any adverse effect on fabric finish, color, luster etc. In case of unsatisfactory cleaning, the same shall be rewashed without any extra
- 2. In case of any damage including holes in linen/cloths and other laundry items after washing, yellowness in clothes and linens, stains on clothes, shrinkage suitable penalty shall be imposed and in case of repeated default Contract may be terminated.
- The Service Provider shall be responsible for safe disposal of left chemicals & other washing materials and other garbage produced in laundry, as per the norms of the user department/ local administration.
- 1. Standard universal precautions to be followed while collecting & handling soiled / infected linen/cloths and other laundry
- 2. Bio-Medical Waste Management rules, wherever applicable will be followed by the Service Provider.
- 3. When the Buyers Machine is being used for laundry service then the maintenance, wear and tear shall be the responsibility of the Service
- While setting up the machinery in the Buyer premises, the upkeep and maintenance of the premises, during the Contract Period, shall be the responsibility of Service
- If the Buyer premises is used for laundry, then the water and electricity bill in relation to the said premises shall be borne by the Service Provider and no concession with regard to the rates/ charges shall be

- 1. Service Provider must maintain all the appropriate records at his own cost as required by various Government
- 2. Service provider will ensure that all the deployed manpower to the buyer is not suffering from any contagious or infectious
- 1. The Service Provider shall replace the linen/cloths and other laundry items on a continuous basis and the linen/cloths and other laundry items which is used by buyer as per the Key performance parameters.
- Service Provider may close laundry for repair and maintenance without having complete shutdowns only with prior information and approval from the Buyer well in advance prior to start of such work by the Service
- At any stage in the washing process, the Service Provider is liable for replacement of the damaged linen/cloths and other laundry items with new one of same quality and
- If the quality of the washed linen/cloths and other laundry items are not found to be complying with the stipulations defined by buyer, the same shall be rewashed and will also be treated as a violation of terms and conditions
- 1. Service Provider shall provide a digital weighing machine of adequate capacity with due
- Laundry Items shall be procured and supplied by the Service Provider on lease to the Buyer and if there is any deterioration in quality of the Laundry Items then it shall be the responsibility of the Service Provider to replace the same on an immediate basis without any objection or extra cost to the
- Standard process as per the Government guidelines such as Kayakalp shall be followed for Healthcare

6 Buyer's Obligations

- 1. Buyer shall segregate the soiled linen/cloths and other laundry items as per the type of clothing & finishing required by
- 2. Buyer shall ensure that only soiled linen/cloths and other laundry items, suitable for washing, are handed over to the Service
- Buyer will hand over the soiled linen/cloths and other laundry items to the authorized person of the Service Provider and take back the cleaned clothes from the Service Provider and to review the entry made by Service Provider in the log
- 1. If the machines are installed in the Buyer premises, then the Buyer shall provide water and electricity connection along with separate meter to Service Provider. However, the water and electricity bills shall be borne by the Service
- 2. While using the model in which the machinery for washing the cloths is of Buyer then Buyer shall be required to provide fully operational machine to Service Provider but the cost of maintenance of machinery will be responsibility of Service
- 3. Buyer will inform the Service Provider regarding the time of pickup and delivery of linen/cloths and other laundry items with the specified point collection and
- Buyer and its designated authorities will have unfettered right to inspect the premise, process of laundry, finished product at any time and the Service Provider shall cooperate with the
- Buyer will provide separate space for storing linen/cloths and other laundry items both clean and dirty linen/cloths and other laundry
- 1. Buyer can demand for a sample of any washing chemical or detergent for inspection and
- 2. Buyer to keep torn linen/cloths and other laundry items separately for repairing /condemnation while delivery of washed linen and keeping record of condemned
- ${\it 3. } \ \, {\it Buyer will not be responsible for any loss / damage to machine or property due to natural calamity, fire etc or } \, \, {\it and the property due to natural calamity}. \\$
- In the event of any loss occasioned to the Buyer as a result of any lapse on the part of the Service Provider and that may be established after an enquiry conducted by the Buyer, and a suitable penalty will be imposed on Service
- Buyer reserves rights to examine any of the employees for medical fitness without prior notice. Expenses, if any incurred by the Buyer on medical examination of such employees, shall be borne and paid by the Service
- Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

7 Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

- Logbook
 - 1. The Service Provider shall maintain a logbook which should be signed by the buyer every time dirty cloths are given for Laundry Service and cleaned cloths came back from
 - 2. The service provider shall thereafter update the logbook on the GeM portal as per the logbook process
- Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties Failure to take action on logbook entries updated by service provider shall be deemed as
- 1. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribe timelines of such rejection with the designated representative of the
- Service Performance and Feedback
 - 1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service
 - 2. The Service Provider shall maintain a compliant register while giving the delivery of the cleaned clothes for the complaints by the buyer and

8 Penalties and Fine

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

| | | Penalty for Breach | | | |
|---------|---|---|--|---|--|
| Sr. No. | Description | 1st Instance | 2nd Instance | 3rd Instance | |
| 1 | Late collection / picking up of soiled linen/cloths and other laundry items etc. i.e. not as per the schedule decided by the buyer. | 1% of the billed amount | 3% of billed amount | 5% of billed | |
| 2 | Late delivery/handing over of the washed/ cleaned linen/cloths and other laundry items etc. | 1% of the billed amount | 3% of billed amount | 5% of billed | |
| 3 | Washing, ironing, finishing etc. not done properly | Re-doing of work without any additional payment | Re- doing of work | I 5% of billed Amount and Re- doing of work y without any | |
| | | | additional payment | additional payment | |
| 4 | Damage or theft/lost/short fall of the linen/cloths etc. | Penalty equivalent to the cost of the damage/theft/lost article on first instance | Double the cost of the articles on second instance | Termination of contract | |
| 5 | Use of sub-standard chemicals/detergents | 2% of billed amount | 5% of billed Amount | Termination of contract. | |
| 6 | Mixing of linen/cloths other and laundry items | 1% of the billed amount | 2% of billed amount | 3% of billed Amount | |
| 7 | Use of Uncleaned Trolley | 0.5% of the billed amount | 1% of billed amount | 2% of billed amount | |
| 8 | Misuse of resources | 1% of the billed amount | 2% of billed amount | 3% of billed amount | |
| 9 | Wrong packaging or unproper packaging | 1% of the billed amount | 2% of billed amount | 3% of billed amount | |
| 10 | In case of repeated breach of SLAs beyond 3 instances in the entire contractual period | Termination of contract | | | |
| 11 | In case of subcontracting or outsourcing of the contract, in part o whole. | r Termination of contract | | | |

9 Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are-

- Payment Condition
 - ${\bf 1.} \ \ {\bf The\ payment\ shall\ be\ made\ as\ per\ the\ financial\ quotes\ submitted\ by\ the\ Service\ Provider\ and\ accepted\ by\ the\ payment\ paym$
 - 2. No advance payment shall be made to the Service
- The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the
- Payment Cycle
 - ${\bf 1.} \ \ {\bf Payment\ shall\ be\ made\ once\ the\ services\ are\ delivered,\ and\ the\ Service\ Provider\ submits\ the\ invoice\ for\ the$
 - 2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service
- Payment Process
 - 1. Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in
 - 2. All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the

· Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be

10 Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

- 1. Amendment of the Contract after event of Force Majeure: In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be However, cause, evidence and nature of such effect shall be notified to the other party.
- 2. Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer
- Amendment of the Contract as per both parties' consent: Amendment of the Contract shall be done as per mutual consent of both parties, no party shall be made liable to pay/ get any compensation for agreement However, the variation put together shall not reduce or exceed 25% of contract value.

11 Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

- 1. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice
- 2. Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- Breach of SLAs: The contract may also be terminated if i)the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

Additional Required Data/Document(s): Buyer

- 1. **Bidder Annual Turnover should be greater than or equal to 30% of the bid value** 303552/- (Rupees Three Lac Three Thousand Five Hundred and Fifty Two only). For the last three financial years certified from CA May be attached.
- 2. Minimum X years (up to 3 years) of experience in Healthcare Laundry service :1. Three similar completed works of value not less than the amount equal to 40% of estimated cost.
 - 2. Two similar completed works of value not less than the amount equal to 50% of estimated cost
 - 3. One similar completed works of value not less than the amount equal to 80% of estimated cost
- 3. Additional Project Experience: Total X Number Of Projects For Providing Laundry Service With Value Not Less Then Y In The Past Z Year For hospitals, nursing homes and other healthcare facilities, From Central Government/ State Government/ PSUs/Urban Local Body/ Private Sector Entity: 1. Three similar completed works of value not less than the amount equal to 40% of estimated cost.
 - 2. Two similar completed works of value not less than the amount equal to 50% of estimated cost
 - 3. One similar completed works of value not less than the amount equal to 80% of estimated cost
- 4. Geographic Presence in states: Delhi NCR
- 5. Scope of work :click here

Additional Data/Document(s): Seller

- 1. Statutory Auditors Certificate/ Ca Certificate/ Audited Financial Statements click here
- 2. Registration With Labour Department, Epf And Esi click here
- 3. Compliance With Labor Laws click here
- 4. Registered Profit In The Past 3 Financial Years <u>click here</u>
- 5. Additional Project Experience As Requested By Buyer In Laundry Services $\underline{\text{click here}}$
- 6. Smart Mechanized Laundry Techniques <u>click here</u>
- 7. Geographical Presence :click here
- 8. Experience Certificate :click here
- 9. Certificate (Requested in ATC) :click here

Terms and Conditions

- 1. General Terms and Conditions-
- 1.1 This contract is governed by the General Terms and Conditions, conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable
- 2. Buyer Added Bid Specific Terms and Conditions-
- 2.1 Generic:

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.2 Generic:

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2.3 Generic:

Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).

2 4 Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2.5 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.6 Service & Support:

Escalation Matrix For Service Support: Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.7 Past Project Experience:

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

Note: This is system generated file. No signature is required.