

## Contract



**Contract No:** GEMC-511687770006546

**Generated Date:** 30-Apr-2022

**Bid/RA/PR No:** [GEM/2022/B/2046343](#)

<b>Organisation Details</b> Type: State Government Ministry: - Department: Health and Family Welfare Department Delhi Organisation Name: N/A Office Zone: Aruna Asaf Ali Govt Hospital	<b>Buyer Details</b> Designation: SMO Contact No.: 011-23965532- Email ID: anubha.praakash23@gov.in GSTIN: 07DELA15917G1DW Address: ARUNA ASAF ALI GOVT. HOSPITAL 5, RAJPUR ROAD, CIVIL LINES, CENTRAL DELHI, DELHI-110054, India
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<b>Financial Approval Detail</b> IFD Concurrence: Yes Designation of Administrative Approval: MEDICAL SUPERINTENDENT Designation of Financial Approval: MEDICAL SUPERINTENDENT	<b>Paying Authority Details</b> Payment Mode: Offline Designation: DDO Email ID: naveen.pathak41@nic.in GSTIN: N Address: ARUNA ASAF ALI GOVT. HOSPITAL 5, RAJPUR ROAD, CIVIL LINES DELHI 110054, CENTRAL DELHI, DELHI-110054, India
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<b>Consignee Details</b>		
S.No	Consignee Name & Address	Service Description
1	Contact: 011-23940512- Email ID: mamta.verma42@gov.in GSTIN: 07DELA15917G1DW Address: ARUNA ASAF ALI GOVT. HOSPITAL 5, RAJPUR ROAD, CIVIL LINES, CENTRAL DELHI, DELHI-110054, India	Healthcare Sanitation Service

<b>Service Provider Details</b>	
GeM Seller ID:	AKL8210004337272
Company Name:	B.P MANAGEMENT FACILITY SERVICES
Contact No.:	09582848081
Email ID:	bpmangementfacilityservices@gmail.com
Address:	FIRST FLOOR H.NO-X-152/3 BLOCK B, FIRST FLOOR H.NO -X -152/3, BRAHAMPURI, BRAHAMPURI, North East Delhi, Delhi, 110053, East Delhi, DELHI-110053, -
MSME verified:	Yes
MSME Registration number:	UDYAM-DL-05-0006656
MSE Social Category:	General
MSE Gender:	Male
GSTIN:	07IRNPS8932P1ZF

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

### Service Details

**Contract Start Date :** 09-May-2022 **Contract End Date :** 08-May-2023

**Category Name : Healthcare Sanitation Service**

**Billing Cycle : monthly**

Description	Number of Resources	(Unit Price) Other Charges Including Allowances over and above Minimum Wage (% Per Month) inclusive of GST														
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;"><b>Category of Resource :</b></td> <td>Sanitary Attendant</td> </tr> <tr> <td><b>Cleaning Cycle :</b></td> <td>Daily</td> </tr> <tr> <td><b>Machinery and Cleaning Agents :</b></td> <td>Customised List</td> </tr> <tr> <td><b>District :</b></td> <td>NA</td> </tr> <tr> <td><b>Cost Consumable/Equipments :</b></td> <td>Consumables and equipment to be provided by the buyer</td> </tr> <tr> <td><b>Frequency of Cleaning(per day) :</b></td> <td>AS PER ANNEXURE A OF ATC DOCUMENT</td> </tr> <tr> <td><b>Number Of Working Days in Week :</b></td> <td>7</td> </tr> </table>	<b>Category of Resource :</b>	Sanitary Attendant	<b>Cleaning Cycle :</b>	Daily	<b>Machinery and Cleaning Agents :</b>	Customised List	<b>District :</b>	NA	<b>Cost Consumable/Equipments :</b>	Consumables and equipment to be provided by the buyer	<b>Frequency of Cleaning(per day) :</b>	AS PER ANNEXURE A OF ATC DOCUMENT	<b>Number Of Working Days in Week :</b>	7	25	0.850
<b>Category of Resource :</b>	Sanitary Attendant															
<b>Cleaning Cycle :</b>	Daily															
<b>Machinery and Cleaning Agents :</b>	Customised List															
<b>District :</b>	NA															
<b>Cost Consumable/Equipments :</b>	Consumables and equipment to be provided by the buyer															
<b>Frequency of Cleaning(per day) :</b>	AS PER ANNEXURE A OF ATC DOCUMENT															
<b>Number Of Working Days in Week :</b>	7															

Zipcode :	NA
<b>Total Amount (Formula) :</b>	
( ((Minimum Wage Per Month (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR Inclusive of GST)+(Minimum Wage Per Month (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR Inc lusive of GST*Other Charges Including Allowances over and above Minimum Wage (% Per Month) inclusive of GST/100))*(Contract Period/30)*Number of Resources )	
<b>Total Value without Addons :</b>	6003592.27
<b>Add On Description</b>	
Garbage Lifting and Disposal required (Per Unit Price)	.01
<b>Addon Value ( Addon Price*Contract Period/30*Monthly Volume of Garbage (In Tons) )</b>	0.24
<b>Total Addon Value</b>	0.24
<b>Total Value Including Addons</b>	6003592.51
<b>Amount of Contract</b>	
<b>Total Contract Value Including All Duties and Taxes in INR</b>	<b>6003592.51</b>

#### SLA Details - Healthcare Sanitation Service

## CLEANING AND SANITATION SERVICE

### 1. Agreement overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Sanitation Services provider. The purpose of this agreement is to facilitate implementation of Sanitation Measures at the Buyer's premises.

### 2. Stakeholders

This Agreement outlines the scope of work, Buyer's obligations and special terms and conditions of services covered as they are mutually understood by the stakeholders. The four main stakeholders associated with this SLA are:

1. Service Provider(s)
2. Buyer
3. Paying Authority
4. Statutory/Compliance Authority

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

### 3. Objective and Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of service to Buyer by Service Provider.

The goals of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Establish Terms and Conditions for all the involved stakeholders.
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

### 4. Service Scope

The scope includes requires the Service Provider to provide manpower and resources for the Buyer Department to maintain cleanliness and hygiene of the mentioned area. The Buyer will have option to outsource sanitation service depending upon the type of area.

#### 4.1 About Service

Sanitation in a hospital is entrusted with maintaining a hygienic and clean hospital environment conducive to patient care. The services comprise of the activities related to cleanliness, maintenance of hospital environment and good sanitation services for keeping premises free from pollution. It is that branch of general management which deals with cleanliness of the hospital, general environmental hygiene, sanitation and disposal of waste using appropriate methods, equipment and manpower.

The scope of Service and standards have to be as mentioned in the National Guidelines for Clean Hospitals 2015 :

[https://mohfw.gov.in/sites/default/files/7660257301436254417\\_0.pdf](https://mohfw.gov.in/sites/default/files/7660257301436254417_0.pdf)

### 5. Terms and Conditions

#### 5.1 Buyers Obligations

1. This Buyer Department shall provide a small room/space for supervisor & storage of materials etc. to the Service Provider free of cost during the period of contract. No name of Service Provider shall be allowed on the room and nobody will be allowed to stay in the office unnecessarily after office hours without permission.
2. Buyer Department shall conform to the National Guidelines for Clean Hospitals 2015, except for evaluation criteria :  
[https://mohfw.gov.in/sites/default/files/7660257301436254417\\_0.pdf](https://mohfw.gov.in/sites/default/files/7660257301436254417_0.pdf)
3. The Buyer Department shall provide sufficient running water or stored water for cleaning purposes.
4. 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."

## 5.2 Service Providers Obligations

1. The Service Provider would submit a daily monitoring report to the Buyer Department.
2. Service Provider shall follow all the guidelines and standards as mentioned in the National Guidelines for Clean Hospitals 2015 to provide all the Services: [https://mohfw.gov.in/sites/default/files/7660257301436254417\\_0.pdf](https://mohfw.gov.in/sites/default/files/7660257301436254417_0.pdf)
3. The Service Provider would provide the necessary equipment and consumables required for performing the service at their own cost as per the list mentioned below:-

### 6. Calculation formula for the Service

$$((\$minimum\_wage)+(\$minimum\_wage*\$extra\_cost/100))*(\$contract\_period/30)*\$quantity$$

- 1) Minimum Wage- Minimum Wage Per Month (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR Inclusive of GST
- 2) Extra Cost- Service Charge offered by Service Provider
- 3) Quantity- Number of Resources to be hired
- 4) Contract Period- Number of Days

### List of Machinery

S.No.	Particulars	Uses
1	Single Disc	Floor Scrubbing and deep cleaning
2	Auto Scrubber Dryer	Auto scrubber and dryer (Walk behind)
3	Ride On Scrubber	Self Driven Auto Scrubber ( for large area occupy )
4	Wet & Dry Vacuum Cleaner	For Wet & dry Vacuuming (Carpet, floors etc)
5	High Pressure Jet	For Parking and outer areas
6	Triple bucket Wringer Trolley	For mopping solutions
7	Ladder	Height Cleaning
8	Steam Cleaner	Toilet/OT Cleaning
9	Walk Behind Road Sweeper	Outer & Road Cleaning
10	Microfibre Mopping System	Floor Cleaning

### List of Consumables

S.NO.	PARTICULARS	S.NO.	PARTICULARS
1	Air Freshener	30	Mosquito Repellent Small - 200ml
2	Ala Bleach-500ml	31	Iron Patti
3	Black Phenyl 5 Litre Can	32	Wax Polish-1kg
4	Bleaching Powder	33	Metal Polish 500ml(Brass)
5	Broom Compound with 5' Rod	34	Mop Dry 24" BLUE with Rod
6	Bucket medium	35	Mop Dry -Blue 24" Refill
7	Broom Hard	36	Mop Wet Set with Rod
8	Spray Bottle-500ml	37	Mug Plastic
9	Broom Soft -400 Gm.	38	Naphthalene Ball-1 KG
10	Brush Cobweb with Telescopic Rod	39	Detergent Powder

11	Brush Feather	40	Scouring Pad-10cmx15cm
12	Brush Toilet Double Sided	41	Scrubber Plastic
13	White phenyl 5 Litre can	42	Small Length Glass Wiper
14	Hand wash -215 Ml. with Dispenser	43	Steel Wool-5kg
15	Soap -70 G	44	Urinal Cubes
16	Dustbin-11"	45	Wiper -18"
17	Dustbin - 60 Litre Plastic Swing	46	Bathroom Cleaner
18	Duster Glass-18*18	47	Hard surface Cleaner
19	Duster Check-18x18	48	Glass Cleaner
20	Duster Floor-27X27	49	Furniture Polisher
21	Duster Floor-32"x32"	50	Air Freshener
22	Duster Yellow-18x25 (Medium)	51	Toilet Bowl Cleaner
23	Dust Pan Plastic	52	Floor Cleaner
24	Face Tissue Paper	53	Taski Spiral
25	Flush Matic (Harpic )	54	Black Stripper Pad 17"
26	Garbage Bag -20" X 24	55	Red Buffer Pad 17"
27	Garbage Bag -32" X 42" (Best Quality)	56	White Super Polish Pad 17"
28	Gloves Hand (Rubber)	57	Gum Remover
29	Liquid Soap Hazel type best quality	58	D5 Suma Scale

### 5.3 Special Terms and Conditions

As mentioned under Other Terms and Conditions of the latest version of National Guidelines for Clean Hospitals 2015 to provide all the Services:  
[https://mohfw.gov.in/sites/default/files/7660257301436254417\\_0.pdf](https://mohfw.gov.in/sites/default/files/7660257301436254417_0.pdf)

## 6. Penalty and Termination

In case the contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract the hospital reserves the right to impose the penalty as detailed below:

S NO.	Offences	Penalties (In Rupees)
1.	Not found displaying photo ID	100/- per instance.
2.	Worker not in proper Uniform	500/- per instance.
3.	Indulging in smoking/drinking/sleeping or any other misconduct during duty hours	1000/- with removal of the offender
4.	Duty performed by a worker for more than one shift in 24 hours	With Due permission from the Sanitary Officer linked to Biometric attendance system, Not more than 5% of the total attendance. Penalty of 200/- per instance in case of non-compliance
		Individual Complaint: 1000/- per instance.
5.	Unsatisfactory performance	Adverse report by ad hoc Committee for inspection: 5000/- per instance. Adverse Monthly report: 10,000/- per report .

6.	Machine out of order/deploying lesser no. of machines	2000/- per machine per day
7.	Wrong/Improper chemical	5000/- per instance
8.	Absenteeism/Under deployed	1000/- per instance
9.	Complaints are not registered or not redressed	500/- per instance
10.	Absence of personal protective gears	200/- per instance For any other breach
11.	For any other breach, violation or contravention of any terms and conditions	Rupees 5000/- will be imposed per day
12.	In case the services remain consistently unsatisfactory for a period of more than 2 weeks	penalty of 5% of the annual contract value will be imposed

1. 2% of cost of order/agreement (Annual cost to Hospital as quoted in tender) per week, up to 2 weeks delays for non-execution of contract after award of work.
2. During the interim period of award of work and taking over of contracted work by the successful bidder, the on-going system by earlier service provider will continue.
3. Equipment uptime should be 100%. The bidder should keep adequate spare equipment in stock to maintain the 100% uptime.
4. In case penalty is recovered from the performance security then the bidder will have to deposit the corresponding amount before release of further payments.
5. In case of any damage/loss/theft of property attributed to the personnel deployed by the Service Provider the cost of the same will be recovered from the service provider.

#### Corrigendum

1. **Extended Upto** : 2022-04-04 09:00:00
2. **GeM-Bidding-Corr-3256480-3.pdf** [click here](#)

#### Additional Required Data/Document(s) : Buyer

1. **Additional Scope of Work and Size of Areas to be Serviced** [click here](#)

#### Additional Data/Document(s) : Seller

1. **Certificate (Requested in ATC)** [click here](#)

#### Terms and Conditions

##### 1. General Terms and Conditions-

- 1.1 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) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable**
- 1.2 Terms of delivery: Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.**
- 1.2.1 Contracted goods should be delivered at the consignee or designated delivery location as per the working time of the buying organisation. Seller may get the same confirmed from consignee before scheduling delivery.**
- 1.2.2 A copy of the contract should be available with the messenger / dispatching agency that delivers the Goods at consignee / delivery location (preferably pasted / attached outside the consignment / package) for easy reference and ease in delivery acceptance.**
- 1.3 Delivery period: The Delivery Period/Time shall be essence of the Contract and delivery must be completed not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.**
- 1.4 Performance Security: If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.**
- 1.5 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.**
- 1.6 Octroi Duty and / or other local taxes:Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).**
- 1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.**
- 1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.**
- 1.9 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any**

controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

**1.10 Financial Certificate:**

**1.10.1** The expenditure involved for this purpose has received the Sanction of the competent financial authority.

**1.10.2** The funds are available under the proper head in the sanction budget allotment for the concern financial year.

**1.10.3** I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

**1.11** The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

**2. Buyer Added Bid Specific Terms and Conditions-**

**2.1 Service & Support:**

**AVAILABILITY OF OFFICE OF SERVICE PROVIDER:** An office of the Service Provider must be located in the state of Consignee. **DOCUMENTARY EVIDENCE TO BE SUBMITTED.**

**2.2 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.

**2.3 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.

**2.4 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 %.

**2.5 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).

**2.6 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.

**2.8 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.

**2.9 Payment:**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

**2.10 Buyer Added Bid Specific Scope Of Work(SOW):**

File Attachment [Click here to view the file.](#)

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