

HLL Infra Tech Services Ltd. (HITES)
(Subsidiary of HLL Lifecare Ltd., A Government of India Enterprise)

REQUEST FOR PROPOSAL

FOR

**PROVIDING FACILITY MANAGEMENT SERVICES AT MENTAL
HOSPITAL, GWALIOR (MADHYA PRADESH)**



FEBRUARY , 2019

HLL INFRA TECH SERVICES LTD.
HLL BHAWAN, POOJAPURA P.O.
TRIVANDRUM-695012
PHONE -0471-2775500

NIT

NOTICE INVITING SHORT TERM TENDER

BID NO.: HITES/FMD/GWL/MP/2018-19/02

HLL INFRA TECH SERVICES LTD.
(SUBSIDIARY OF HLL LIFECARE LTD., A GOVT. OF INDIA ENTERPRISE)

Sealed Bids are invited from eligible empaneled Facility Management partners of HLL Infra Tech Services Ltd. for “Providing Facility Management services of Mental **Hospital (Manasik Arogyashala)** at **Gwalior** in Madhya Pradesh”. The eligibility criteria and other details are available at our websites www.lifecarehll.com, www.hllhites.com and CP Portal. **The last date of receipt of bids is 18.02.2019.** Prospective bidders are advised to regularly browse the websites for Corrigendum/Amendments, if any, issued subsequently up to the date of /extended date of receipt and opening of the Bid(s).

Chief Engineer (FM)
HLL Infra Tech Services Ltd.

DISCLAIMER

HLL Infra Tech Services Ltd. (HITES) has prepared this document to provide bidders, the background / information for “**Providing Facility Management services of Mental Hospital (Manasik Arogyashala) at Gwalior in Madhya Pradesh**”, hereinafter referred to as “Project”. Information is also provided to bidders on the terms and conditions set out in this document and any other terms and conditions subject to which such information is provided.

This document is neither an agreement nor is an offer or invitation to any party. The purpose of this document is to provide interested parties with information to assist them in formulation of bid. The information is general in nature and not intended to be exhaustive. Bidders are required to make their own inquiries and they shall be deemed to have done so and not to have relied merely and solely on the information provided in this document.

The information provided in the document is not binding on HITES, or any of their authorities or agencies or any of their officers, employees, agents or advisors.

HITES reserves their right to not to proceed with the project or to change the configuration of the project, to alter the timetable reflected in this document or to change the process or procedure to be applied in Planning/execution. They also reserve their right to decline to discuss the project further with any party submitting the tender.

No reimbursement of any kind will be paid to persons or entities submitting their Tenders/ Bids.

DEFINITIONS

- i) **“Application”** shall mean the response submitted by eligible interested tenderer to the Bid Notice published by HITES.
- ii) **“Bid”/“Tender”** shall mean the signed technical offer submitted by the Bidder in response to this NIT.
- iii) **“Bidder (s)”/ “Tenderer(s)”** shall mean all eligible parties participating in the bidding process pursuant to and in accordance with the terms of the NIT.
- iv) **“Earnest Money Deposit (EMD)”** shall mean the amount to be deposited by the Bidders with the Bid as per clause 1.1 of Section I.
- v) **“Client”** means HITES, or their authorized representatives.
- vi) **“Contract Agreement”** shall mean the agreement to be signed between the Successful Bidder and HITES for the execution of the Project.
- vii) **“Service Provider”** shall have the same meaning as Successful Bidder/Contractor and with whom the Contract Agreement has been signed.
- viii) **“Evaluation Committee”** shall mean the committee constituted by HITES for the evaluation of the bids.
- ix) **“HITES”** shall mean HLL Infra Tech Services Limited, who has been appointed by Govt. of Madhya Pradesh as executing agency for providing facility Management Services at Mental Hospital at Gwalior, Madhya Pradesh.
- x) **“Implementation Agency”** shall mean the firm(s) selected by HITES for providing the facility Management Services at Mental Hospital at Gwalior, Madhya Pradesh.
- xi) **“LOA”** Letter of Award shall mean the letter issued by the HITES to the Successful Bidder inviting him to sign the Contract Agreement
- xii) **“Project”** shall mean providing facility Management Services at Mental Hospital at Gwalior, Madhya Pradesh for which this RFP has been issued.
- xiii) **“Site”** shall mean the place where the location of the Mental Hospital for which the services as mentioned under the scope of work for the Project are to be carried out and the details of which are provided in this RFP
- xiv) **“Start of Work”** shall mean the date of commencement of works by the Service Provider as defined in clause 1.2 of Notice Inviting Bid.

SECTION- I

NOTICE INVITING SHORT TERM TENDER (NIT)

1. **Brief description of the project:**

Government of Madhya Pradesh has nominated HLL Infra Tech Services Ltd. (subsidiary of HLL Lifecare Ltd.) to execute the Comprehensive Facility Management work at Mental Hospital at Gwalior in Madhya Pradesh.

Gwalior Mansik Arogyshala is an autonomous Mental Hospital under the Department of Medical Education, Government of Madhya Pradesh. Gwalior Mansik Arogyshala is a major psychiatric treatment centre of M.P. It was established in 1935 as a mental asylum. Since then it has witnessed a significant change due to advances in medical sciences as well as due to intervention of honorable Supreme Court in 1994 and thereafter due to supervision of NHRC since 1997.

Total Area: 59104 Sq. Mtr.
Covered Area: 11677 Sq.Mtr.

The scope of work includes:

- Housekeeping & Sanitation work.
- Hospital support services like supply of Data Entry Operator, Accountant, Peon, and Driver.
- Plumber, Technicians, etc.

1.1 HLL Infra Tech Services Limited invite short term tender from eligible empaneled partners in Facility Management services of HITES for **“Providing Facility management services at Mental Hospital at Gwalior in Madhya Pradesh”** for the following works:

Table - I

| Sl. No. | Name of the Work | Estimated Cost in crore | EMD in lakhs | Duration of work | Cost of Bid Document |
|---------|---|-------------------------|--------------|------------------|----------------------|
| 1 | Providing Facility Management Services at Mental Hospital at Gwalior, Madhya Pradesh. | Rs. 1.50 Crore | Rs. 100000/- | 2+1 Years | Nil |

1.2 Bid Activity Schedule :

| | | |
|---|---|--|
| 1 | Availability of NIT at HITES Website | 11.02.2019 |
| 2 | Last Date for Sale of Bid | 18.02.2019 |
| 3 | Pre- Bid Conference | 13.02.2019 at 11.30 Hrs. at HITES Noida |
| 4 | Last date & time of submission of Tender | 18.02.2019 at 15.00 Hrs |
| 5 | Date, Time & Venue of opening of Bid | 18.02.2019 at 16.00 Hrs. at HITES, Noida |
| 6 | Date of submission of Bank Guarantee Performance Security | Within 15 Days from the date of issue of LOA |
| 7 | Date of signing of contract agreement | 21 days from the date of issue of LOA |
| 8 | Date of Commencement of Work | 15 days from the date of LOA |

1.3 Tender Documents:

Bid document for each work consists of:

Part I: Technical Bid

Section I: Notice Inviting Bid
Section II: Instructions to Bidders (Including Annexures)
Section III: General Conditions of Contract (GCC)

Part II: Financial Bid

Section IV: Form F

1.4 Preparation of Bid:

The bid for each work shall comprise of TWO PARTS –

- (a) **Technical Bid:** EMD shall form Part I of the Bid.
- (b) **Financial Bid:** Price quoted by the bidder in Form F shall form Part II of the Bid.

1.5 Points to be noted :

Signing of Bid:

1.6.1The authorized signatory of the Tenderer shall sign each page of the tender.

1.6.2In case of partnership companies/incorporated companies, the intending bidder shall submit a written Power of Attorney in the prescribed format on non-judicial stamp papers duly notarized, authorizing the signatory/signatories of the tender to commit the tender. In case of sole proprietary firm(s) the bidder shall submit affidavit of sole proprietorship on non-judicial stamp paper duly notarized.

1.6.3 Cancellation or change of a document such as Power of Attorney, Partnership deed, Constitution of firm etc., which may have bearing on the Tender/Bid shall be communicated forthwith in writing by the Tenderer to HITES.

1.6 Responsiveness of Bid :

A bid shall be declared non- responsive if:-

- (i) It is not submitted in sealed envelope in the prescribed manner.
- (ii) It is not accompanied by envelope containing
 - (a) EMD
 - (b) The bid is conditional or carries material deviation from the prescribed condition which will have financial implication.

1.7 The successful bidder shall be required to execute a Contract Agreement within 21 days of issue of Letter of Award, failing which the Earnest Money shall be forfeited and the offer treated as withdrawn.

(i) The Terms of Reference and Conditions of Contract (Bid Document) can also be downloaded from websites www.lifecarehll.com / www.hllhites.com/ CPP . The offer must be delivered in separate sealed cover for each work to the address mentioned below on or before 15.00 hrs of 18.02.2019.

(ii) The bidders shall place their bids in two separate sealed covers i.e. Technical Bid and Financial Bid. Technical bids are to be placed in separate sealed Envelopes i.e. Envelope-I containing EMD for the bid and Envelope –II consisting of Financial Bid. Each envelope will be marked in bold letters indicating its contents. Both the bids shall be placed in a single sealed envelope duly super scribed “**Offer for Providing Facility Management Services at Mental Hospital at Gwalior.**”

(iii) HITES, reserves the right to accept or reject any or all bids without assigning any reasons. No bidder shall have any cause of action or claim against the HITES for rejection of his/their bid.

1.8 The Financial bids submitted without **EMD** in the form of a Bank Draft for an amount indicated in Table I **OR** Bank Guarantee of equivalent amount from a Schedule Commercial Bank in India acceptable to the Client in favour of HLL Infra Tech services Limited, payable at Noida shall be treated non-responsive and shall not be opened. The format of the Bank Guarantee shall be as per Form-B annexed to Sec-II, ITB. The said Bank guarantee shall be irrevocable and operative for a period not less than 30 days beyond the validity of the Bid (i.e. 120 days from the last date of submission of Bids as per clause 1.2 of Notice Inviting Bid or extended date thereof).

1.9 Tender Evaluation:

The Technical Bids will be evaluated based on the eligibility criteria and performance in previous/ongoing projects with HLL/HITES and will be a criterion for bid evaluation and responsiveness to the tender requirements. The Price Bids of firm(s)

whose bids are declared responsive shall only be opened. HITES reserves the right to reject any or all of the offers without assigning any reason.

1.10 Further information if any, may be obtained from the address and telephone no. given below:

**Chief Engineer, FMD
HLL Infra Tech Services Limited
Golden Jubilee Block
HLL Bhavan, Poojappura P.O.
Thiruvananthapuram-695012
Phone-0471 2775500**

SECTION- II

INSTRUCTION TO BIDDERS (ITB)

2 Brief Description of Project:

Government of Madhya Pradesh has nominated the HLL Infra Tech Services Ltd. (subsidiary of HLL Lifecare Ltd.) to execute the Comprehensive Facility Management work at Mental Hospital at Gwalior in Madhya Pradesh as under.

Gwalior Mansik Arogyshala is an autonomous Mental Hospital under the Department of Medical Education, Government of Madhya Pradesh. Gwalior Mansik Arogyshala is a major psychiatric treatment centre of M.P. It was established in 1935 as a mental asylum. Since then it has witnessed a significant change due to advances in medical sciences as well as due to intervention of honorable Supreme Court in 1994 and thereafter due to supervision of NHRC since 1997.

Total Area: 59104 Sq. Mtr.
Covered Area: 11677 Sq.Mtr.

2.1 SCOPE OF SERVICES: The scope of services of the service provider under this Contract shall include but not be limited to the followings:

- Housekeeping & Sanitation work.
- Hospital support services like supply of Data Entry Operator, Accountant, Peon, Driver
- Plumber and Technicians etc.

2.1.1 HOUSEKEEPING SERVICES

Area of work:

All open and covered area within the boundary of the Mental Hospital at Gwalior will be in the scope of housekeeping services to be provided by the Service Provider.

Objective of Housekeeping Services:

- Hospital cleanliness is the first impression that any patient or relative makes while entering a hospital. A clean and hygienic environment has a tremendous

psychological impact on the patients and the family members, and speaks volumes about the quality of service the hospital provides. Since it is difficult for people to judge the clinical services in a hospital due to lack of medical knowledge, opinion about a hospital is often formed on the basis of its appearance and cleanliness.

- Housekeeping services in a hospital has a major role in controlling the infection rate as well as minimizing the Hospital acquired infections to the patients. Effective housekeeping prevents diseases and spread of infections reducing medical costs and the amount of sickness among patients and other visitors and improves general sanitation, cleanliness and comfortable environment.

Outcome of Good Housekeeping Services

- Great patient satisfaction
 - More visit of patients
 - Increased popularity
 - Prevent & control infection
 - Enhanced public relation
 - Reduced average length of stay
 - Reduction in cost of medical care
-
- Reduced patient suffering

Housekeeping Protocols for the Hospital

According to Cleaning and Disinfection purposes, hospital is categorically divided into different areas according to the risk of various Hospital Acquired infections. The different areas are classified into: Patient Care Areas and Non Patient Care Areas.

INPATIENT CARE AREAS:

The patient care areas are divided into 3 types- High risk, Medium risk and Low risk. The risk of hospital infections is high in High risk patient care areas because of high content of microbial load as in isolation rooms or due to susceptibility of the bacteria to invade open tissues.

The various patient care areas are given below:

A. Patient Care Areas

(1) Very High risk areas:

- Operation Theatre
- Isolation Rooms
- ICU/ Dialysis Unit

(2) High Risk Areas:

- Inpatient wards
- Emergency Department
- Laboratory
- Radiology
- Dirty Utility Area

(3) Moderate Risk areas:

- OPD, Consultation Rooms, Pharmacy, Kitchen, Stores and canteen, etc
-

B. Non Patient care areas

- Corridors
- Toilets
- Lifts
- Waiting halls / Waiting Rooms
- Stores (Medicine Store, Linen Store)
- Pharmacy
- Administrative Area including all offices
- Lecture hall
- Seminar Hall
- Hostels

General Instructions:

1. All collection, storage, transportation and disposal of hospital waste shall be in accordance with Bio-Medical Waste Management and Handling Rules of India, 1998 amended in 2000 and any other amendments or other regulations, in this regard.
2. A detailed Hospital Waste Management Plan and SOP shall be prepared and got approved from the Medical College Authority before starting the work.
3. All infected, chemical, Radiation, Cytotoxic Health care Waste shall be segregated, collected, stored, transported and disposed in accordance with set guidelines in safety, ensuring that at no stage it gets mixed with general waste. Unscientific burning shall not be permitted. Different coloured bags/containers namely green, red, yellow and puncture proof or stainless steel, lead containers shall be used depending on the category of waste.
4. Waste shall not be transferred from one bag to another. Bags should be tied when three fourths full.
5. Covered Trolleys should be used for transportation. Before final disposal/treatment, waste should be kept in specified location and in specific liners and containers.
6. The scope includes segregation, collection, storage, transportation within the hospital until final disposal. All statutory rules and regulations and legal requirements are to be followed at each stage.
7. The Service Provider will have to provide standard liveries and PPEs as approved by HITES to its housekeeping staff. The staff shall be in proper uniform all the time with their identity card properly displayed. The contractor shall provide minimum two sets of uniform, one pair of shoe/sandal per year. In case the contractor is supplying unstitched cloth, the stitching charges as applicable shall be borne by the Service Provider
8. The persons to be deployed by the Service Provider should be well trained, have requisite experience and skill for carrying out a wide verity of housekeeping work using appropriate material, tool and equipment.
9. The Service Provider will arrange all items needed for his staff viz, Bio-metric attendance monitoring system, computerized inventory control of stores, consumables, logbook of machine running records and daily duty roster chart etc.
10. The Service Provider should have ensured the Health and safety measures of their employees.

General Requirements and Documentation

- Organisational structure and line of authority
- Housekeeping manual and all SOP (Standard Operating Procedures)
- List of equipment used Color coding
- On job training and documentation
- Description for each category of housekeeping
- Empathetic and polite behaviour with patients, visitors and hospital staff.
- Personal Protective Equipment for the Housekeeping staff
- HBV vaccination of all Housekeeping staff
- Maintaining records / details of
 - a) Needle sticks injuries or any other injury
 - b) Complaint Book
 - c) Duty Roster / Deployment Sheet of Housekeeping Staff
 - d) Inventory of Stores
 - e) Accident / theft Register
 - f) Logs and checklists

Daily Services: -

Housekeeping / cleaning services should be provided round the clock on all days including holidays in OPD Block, IPD Block and Academic Block, Hostels so that all areas are neat and clean all the time. Working hours should be adjusted in such a manner that cleaning work in the morning should be completed well before 8:00am in rooms where work will start at 9:00am. The Service Provider shall arrange manpower for special VIP visits, if required and provide full support and cooperation during functions, seminars, conferences organized by the Institute. Housekeeping staff has to do following activities for all of the Hospital rooms of all the departments, stores, canteen, kitchen, consultant's chambers, wards, ICUs, Operation Theatres, CSSD, Laundry, Labs, Blood Bank, all corridors and all covered and open areas of the Medical College and allied Hospital Premises.

1. Cleaning, scrubbing and disinfecting bathrooms, toilets, wash basins, sanitary fittings, floors etc. of all the areas including wards, ICUs, OT and all other departments at regular intervals on daily basis (as per the frequency of cleaning schedule)
2. Cleaning sweeping, mopping with disinfectant stair cases, cabins, lobbies, reception, pantries, kitchen, canteen, CSSD, Laundry, Corridors Ceilings, Academic Block, Office Rooms, training rooms at regular intervals on daily basis.
3. Vacuum cleaning of all carpets and upholstered furniture.
4. Cleaning and disinfecting kidney trays, urinals bed pans, sputum mugs, humidifiers, suction bottles and emptying urine and drain bags whenever required.
5. Cleaning blood spills and others such as human excrement, urine, vomitus, sterile body fluids as & when required.
6. Cleaning, dusting electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats, firefighting equipment, computer systems, phones, doors, windows, furniture, window glasses, grills, curtains etc.
7. Cleaning of dust bins, waste paper baskets, cobwebs etc. and disposing off all collected refuse on daily basis at regular intervals i.e. 4 times (2 times in morning shift and 01

time in second and third shift)

8. The dust bins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is full time to time.
9. Collect garbage in specified colour coded bags from all dust bins and garbage bins existing inside the premises and shall dispose at the designated area within the hospital.
10. Refilling, replacing and emptying of sharp containers at all stations.
11. Offering and assisting the patient with kidney tray, urinals, bed pans, sputum cups when required and disposing the contents in the sluice room, clean, disinfect and keep it ready for next use.
12. Spraying room fresheners in all office rooms on daily basis at regular intervals.
13. Cleaning, mopping, disinfecting OT floors, walls, ceilings / OT lights in morning before starting the case, in between cases and terminal cleaning at the end of the day (as per instruction & direction of OT In-charge).
14. Clean the patient's bed, lockers, trolleys, wheel chairs and surrounding areas twice a day or when patient is discharged or when soiling occurs.
15. Cleaning and carbonization of ICU beds, OT beds between cases (as per instruction & direction of OT In charge).
16. Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet Seats, containers etc. Brush thoroughly to include below water level and under rims including areas at hinges and cistern handles.
17. All the garbage collected at the designated points spread over the Medical College and Hospital Premise is to be lifted in covered trolleys as well as the general waste which does not require incineration should be cleared on daily basis to municipality defined yards outside Medical College and Hospital Campus. In additions to this the cleaning of garbage points is also under the responsibility of Contractor.
19. It is the responsibility of the Service Provider to keep round the clock a housekeeping staff who is expert in the clearance of chocking of sinks, wash basins, floor traps, , EWC, IWC, P Traps, Rain water pipes, sewer chamber & sewer lines, the chocking shall be cleaned immediately after reporting the complaint.
20. Cleaning of all open areas between the building and boundary including sweeping of roads, lawns, paths, rain water drainage ,cleaning open drains, Pump Rooms, AC Plants, Electrical Substation, Auditorium, Nursing College, Hostels, Main Gates, etc. as directed by the HITES Officer In-charge.
21. Any additional work assigned by the ward I/C of the area where the housekeeping staff has been placed on duty. Once assigned an area the housekeeping staff will be under the control and supervision of the sister I/C/Supervisor/Officer on duty of the area.
22. Cleaning the patients who have soiled themselves with stool, urine, vomitus with assistance of Patient attendant / nursing orderly / staff nurse / nursing sister.
23. The contractor shall arrange for garbage disposal vehicle and other equipment required for segregation and disposal of waste in professional manner.
24. The contract shall plan, manage, collect, screen and segregate dry and wet garbage in the earmarked area, efficiently transport and dispose the garbage in the disposal area.

The work should be carried out in ecofriendly manner. The Contractor will arrange for required resources, including manpower, machinery, disposables etc. which is used by the house keeping staff.

25. The contractor shall ensure that the garbage collection / disposal work does not adversely affect the surroundings or personnel deputed for the work. Protective gear including boots, gloves etc. shall be provided by the contractor for the staff engaged for this job.

26. Housekeeping Monitoring and control

For better management and smooth services, the following monitoring mechanism will be adopted by the Contractor:-

i. Toilets Checklist.

This is to be attached on the back of the toilet door. It is to be filled up by the supervisor / Housekeeping staff on hourly basis.

ii. Management / Housekeeping Service Requirements / Complaints Report.

This is to be filled up by the management and administrative staff of the Contractor who receive/observe the complaints/requirements for any of the services. All suggestions, complaints related to services or staff deployed by the Contractor will be registered at site on a computer and should be reported to HITES Site Manager / Hospital Authorities or any other designated official. The contractor will take immediate action to resolve the same failing which the Venality Clause will be invoked.

iii. Housekeeping Services Complaint Register

This register is to be maintained on the basis of information received from Hospital Authorities, staff, students and visual inspection at site. The action taken for rectification and completion shall also be furnished in the complaint register. The same shall be reflected in the monthly report submitted to HITES.

27. The Contractor shall make their own arrangement for the storage of materials, consumables & Equipment need for housekeeping jobs on their own risk and cost.

28. The Contractor shall deploy supervisors who are capable and qualified, supervise, oversee the housekeeping job. The supervisor should also be able to interact, in a polite way, with the officers/faculty members/students on matters relating to the assigned tasks of the housekeeping.

29. The contractor shall ensure that sufficient leave reserve personnel are arranged and no delinquency is shown in the said services.

30. The supervisor deployed by the contractor should periodically brief the personnel deployed for housekeeping / ward boys etc. at regular intervals at least once in a week, to familiarize the personnel at day to day arrangements and change of instructions, procedures, etc. if any.

31. The Supervisor should make weekly reports to HITES site in charge purpose of supervising the activities of Housekeeping.

32. Contractor shall submit the list of staff with their resume to HITES site in charge before engaging them at site. HITES has full power to remove any staff engaged by the contractor on account of inefficiency, misbehavior, late coming, absent from work place

etc.

33. **Clause of Liability/damages** : In event of any damage or loss whatsoever caused to the institute's property due to negligence OR connivance of its employees, HITES shall be empowered to have the damage or loss repaired and or recover the amount so spent as well as empowered to have the damage or loss repaired and or recover the amount so spent as well as that due from the imposition of penalties etc. under other various clauses of the tender from any money due to the contractor under this agreement or on account of any other work, executed for the institute by the contractor or from his security deposit or from monthly bill.

Waste Disposal Management (Including Bio-Medical Waste) :

1. The contractor will prepare a flowchart indicating the method of collection / disposal, etc.
2. The contractor will teach and train his staff for the collection / disposal work.
3. The garbage will have to be disposed off at least thrice a day.
4. The contractor will make arrangement to collect garbage in specified colour coded bags from all designated area within the hospital.
5. Supervision of collection of BMW (Bio Medical Waste bin) by the outsourced agency. Ensure that all the dustbins are cleared daily.

Weekly Services:

The deep cleaning of the entire area will be done by the contractor once a week as under:

1. Dusting of entire area including windows / windowpanes / doors / ledges, etc.
2. Thorough cleaning / sweeping / washing / mopping with disinfectant cleaning of all floors, staircases and toilets, scrubbing of all floors and ceramic tiles base. Cleaning of ceilings and high walls, removal of wash stains on walls, cleaning of roofs, porches etc.
3. Cleaning of sanitary fitting, toilet drain pipes etc. in the toilets with standard cleaning material.
4. Cleaning of all windows glasses and grill with appropriate cleaning agents.
5. Washing of outside area with High Pressure Jet Machine.
6. Clean all chrome fittings, glass frames, soap holders etc. to a shiny finish.
7. The tenderer will make a cleaning program and submit to HITES Officer In-Charge for weekly cleaning so that the concerned official / In-charge for the particular area can be deputed on the day of cleaning to make the area available and supervise the cleaning work.
8. The Service Provider will work in the specified area mentioned in the scope of work.

Additional Scope Pertaining to Hospital:

Housekeeping in the hospital conditions is different than the housekeeping services in other commercial organizations. Housekeeping staff has to work with the infected patients and has to handle dangerous infected materials and waste. Along with the routine housekeeping activities the housekeeping staffs has to show his / her humanitarian concern towards the patient and provide him/her all types of required help and services. Such services may be need based and might not been included in the general scope of work but they have to be

provided by the housekeeping staff if needed. In view of the above, any work assigned by the sister I/C/Supervisor/Officers for the patient benefit like cleaning of vomits, urine, stool, blood or any undesired material produced by the ill patient or helping him/her in changing of soiled cloths/Linen or any type of need in emergency and helping the ill patient in any type of need is included in the scope of work. The housekeeping staff shall maintain cleanliness in the patient rooms/ ward throughout the day and shall clean the room thoroughly on patient's discharge and keep it ready for the next arrival.

The cleaning materials used by the Service Provider should not be reactive to kota stone, vitrified tiles, ceramic tiles, mosaic flooring, carpets, furniture, upholstery, ceramic fittings of toilets, if it is found at any time that any damages occurred due to use of wrong chemicals the same shall be rectified on the risk and cost of the Service Provider.

Cleaning of office/Consultation Rooms:

1. The contractor shall remove trash from office dustbins and change the trash liner every evening before closing hours.
2. The offices shall be dry dusted and swept after the closing hours. Vacuum cleaning shall be done on carpets and upholstery.
3. The worktables shall be mopped with soap solution in the morning.
4. The office shall be mopped with soap solution in the morning.
5. Office staff rest rooms/toilets shall be cleaned using soap solution and kept odor free using deodorizer.

Cleaning of Laboratory and other Critical Areas:

1. All the dustbins shall be washed and lined with colour coded bags in the floor shall be thoroughly mopped with a specialized soap solution. The entire laboratory area shall be scrubbed at least twice in a week.
2. Toilets/bathrooms shall be cleaned with soap solution and kept odor free using deodorizer cubes.
3. The common areas shall be swept and mopped in the morning and at regular intervals to keep them clean.
4. Rotation of staff in critical areas like OT, Laboratory, ICU & Wards may be kept at minimum.
5. In morning the trash bag shall be changed when it is full.
6. Walls shall be thoroughly cleaned using a specialized soap/disinfectant solution in the morning

Frequency of Cleaning and deep cleaning

| SL No | Location | Timing of Cleaning | Frequency of cleaning/ day | Frequency of Deep Cleaning |
|-------|--|--------------------|----------------------------|----------------------------|
| 1 | Very Risk Area. | | | |
| | Operation Theatres | 06.00 AM-08.00 AM | Once | Twice in Week |
| | | As Required | After Every Surgery | |
| | ICU , Isolation Wards and Cath lab, etc. | As required | 4 Times (Min) | Once in a week |
| 2 | Hi Risk Area | | | |

| | | | | |
|---|---|---|----------------|----------------|
| | Inpatient wards • Emergency Department • Laboratory • Radiology • Dirty Utility Area • Mortuary | As Required Mortuary – After every post mortem | 6 Times (Min) | Once in a week |
| 3 | Moderate Risk Area | | | |
| | OPD, Consultation Rooms, Pharmacy, Kitchen, Stores, and canteen, etc. | As Required | 6 Times (Min) | Once in a week |
| 4 | Non Patient Care Areas | | | |
| | • Corridors • Toilets • Lifts • Waiting halls / Waiting Rooms • Administrative Area including all offices • Lecture hall • Seminar Hall • Hostels | As Required | 6 Times (Min) | Once in a week |

2.1.2 GENERAL DUTY ASSISTANT (GDA)/ ATTENDER (Unskilled)

Scope of General Duty Assistant (GDA-Ward Boys):

Brief Job Description: Individual on the job provides patient care and helps maintain a suitable environment. Some of the key responsibilities of the General Duty Assistant are to provide patient's daily care, patient's comfort, patient's safety and patient's health needs.

Personal Attributes: This job requires the individual to work in collaboration with Doctors and Nurses and other healthcare providers and deliver the healthcare services as suggested by them. The individual should be result oriented. The individual should also be able to demonstrate basic patient care skills, communication skills and ethical behavior. The individual should be willing to work in wards or clinics in shifts.

The contractor will have to provide standard liveries and PPEs as approved by HITES to its GDA staff. The staff shall be in proper uniform all the time with their identity card properly displayed. Samples of Liveries will have to submit by the Contractor for approval of HITES within seven days of receipt of work order.

Scope of Work

- Assist patient in dressing-up
- Transport patients to the respective department/ward
- Transferring patient within the hospital
- Communicating appropriately with co-workers
- Prevent and control infection

- Assist nurse in performing procedures as instructed in the care plan
- Assist nurse in observing and reporting change in patient condition
- Assist nurse in measuring patient parameters accurately
- Respond to patient's call
- Transport patient samples, drugs, patient documents and manage changing and transporting laundry/ linen on the floor
- Maintain a safe, healthy and secure environment
- Follow biomedical waste disposal protocols
- Practice Code of conduct while performing duties

2.1.3 Computer Operator (Skilled) minimum 2 years' relevant experience in respective field

2.1.4 Accountant (Skilled) minimum 2 years' relevant experience in respective field

2.1.5 Driver (Skilled) minimum 2 years' relevant experience in respective field

2.1.6 Librarian (Hi-Skilled) minimum 3 years' relevant experience in respective field

2.1.7 Plumber (Skilled) minimum 2 years' relevant experience in respective field

2.1.8 Electrician (Skilled) minimum 2 years' relevant experience in respective field

2.2 General Terms and Conditions:

2.2.1 Requirements to be fulfilled by service providers.

1. The personnel engaged for the Facility Management Services shall be the employees of the Service Provider and will take their remuneration/wages from the Service Provider
2. The service provider shall abide to and comply with the Labour Laws central/state, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws ,Minimum Wages Laws, Bonus laws, Contract Labour (Regulations Abolition Act), 1970 and the Rules made there under for the time being in force, or any other law in force. Necessary labour license for both the labour inside & outside the state should be obtained.
3. The service provider shall maintain complete official records of disbursement of wages/salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the client.
4. The service provider shall maintain a personal file in respect of all the staff, deployed in Client's Site. The personal files shall invariably consist of personal

details such as name, address, date of birth, sex, residential address (Temporary /Permanent and all grievances recorded by the staff vis-a-vis action taken etc.).

5. The service provider if called by HITES Authority shall submit the details of amount deposited on account of EPF, ESI and Bonus etc. in respect of the deployed personnel to the concerned authorities from time to time. The service provider if called for shall produce to HITES authority the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
6. It shall also be the responsibility of the service provider to ensure that they shall not employ any person below the age of 18 years old.
7. In case of service provider not having the required clearances or licences at any point during the agreement, the agreement shall be terminated with immediate effect under risk and cost of the service provider and without any financial repercussions to HITES and any pending work will be arranged from alternate sources at the risk and cost of service provider
8. The Facility Management Service provider is required to ensure that sufficient number of persons are employed with staggering duty timings etc. so that facilities will remain available during normal working hours as well as beyond depending on the need.
9. In case of requirement of un-interrupted service 24x7 the required number of persons considering 8 hour shift shall be provide
10. There shall be a nodal person in the service provider organization whose contact details shall be shared and should be available for contact at all times and shall be required to handle
11. Escalations in case of failure of Facility Managers persons available in the premises. He shall also act as authority to discuss various service issues with user department and try to arrive at settlement in case of issues related to violation of service level agreement provisions. Alternate official may also be nominated by service provider so that in case of any difficulty in contacting one person, the other person can be contacted.
12. The contractor shall make his own arrangement for commuting the personnel required to manage the work to the premises where services are to be rendered and no claim for offering residential accommodation shall be accepted.
13. In case of delay in reporting for the work resulting in user department not able to get services required as per schedule penalties for violation of service level agreements shall be applicable as indicated elsewhere.
14. In case of housekeeping functions the person engaged shall ascertain areas to be cleaned, time schedule of cleaning, frequency of cleaning, the equipment as well as materials to be used for cleaning etc. so that the requirements can be followed and work done accordingly.
15. The service provider shall provide uniforms to the different categories of personnel sponsored by him and would also ensure that all the employees wear appropriate uniforms and safety gear and adhere to the safety standards wherever applicable. All staff would be in a neat, clean and well-groomed appearance and should carry proper ID cards as provided by the service provider including proper name badges. In case of violations suitable penalties shall be

applicable.

16. The service provider shall comply with all rules and regulations regarding safety and security of its employees and HITES will in no way be responsible in any manner in case of any mishap to its personnel.
17. The contractor shall cover its personnel for personal accident and death whilst performing the duty and HITES shall own no liabilities and obligations in this regard.
18. In case of late reporting, any incidence of disobeying instructions or misbehaving, suitable penalties for violation of agreement clause shall be applicable as indicated elsewhere.
19. The Service Provider should ensure that their personnel do not consume alcohol/do not smoke/do not take drugs in premises of user department. Further all are required to have working mobile and numbers to be shared with HITES authority.
20. The housekeeping standards employed by service provider personnel must be good in all respect. They must leave work areas in a clean, tidy and safe condition at the end of each working period.
21. The Service Provider shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and are not able to carry out the work designated, they shall provide replacement services of suitable personnel and suitable penalty shall be applicable.
22. All legal & statutory compliances would be the responsibility of the service provider. Further Continuous training of the employees would also be the responsibility of the service provider so that their employees are able to perform the work with the best professional competence.
23. It shall be the responsibility of service provider to obtain the feedback regarding the service rendered and help desk shall be constantly monitoring the complaints /requisitions received and liquidation of same regarding different services
24. While availing the services provided, HITES will not undertake any monetary liability other than the amount payable to the Service Provider as per the contract for the services of personnel provided by them. Other liabilities, if any, shall solely rest with the service provider. If HITES has to bear such liabilities on unforeseen circumstances/occasions, the same shall be recovered from the service provider adjusting amounts payable to them..
25. **The Service Provider shall have the financial capability in rendering the service / disbursement of staff salary for a minimum period of 3 (three) months, in case of any delay in payment from the client.**

2.3 SPECIAL CONDITIONS

1. Service provider's financial capability, competitiveness for the subject work, past service history, service track record with HITES and performance in site survey conducted at locations also will be considered for evaluation
2. Bidder shall submit performance certificate with at least "Good" remark from a reputed client for similar service, and evaluation shall be based on inspection by HITES

3. Scope of work shall increase or decrease as per the requirement of the client, hence the Service Provider shall have the capability to accept it as per the same terms and conditions of the contract.
4. The Service Provider shall have the financial and technical capability to undertake related Civil/MEP work.
5. The Service Provider shall deploy a dedicated site Manager at site as a single point of contact to HITES/Hospital authority.
6. The Service Provider shall provide facility for video conferencing for HITES, in addition 01 desktop computer and printer cum scanner in HITES office.
7. **HITES reserves the right of negotiation with the L1 bidder to rationalize the bid.**

2.4 PENALTY CLAUSE:

1. If the Service Provider fails to provide the intended manpower by HITES on any day /time, penalty of double the wages will be imposed.
2. The Penalties / fines imposed by statutory authorities such as ALC, RLC, EPF, ESI Authorities , etc. on HITES will be deducted at actuals.
3. The damages if any arises due to negligence of workmen provided by the service provider, the cost of damages as decided by HITES will be deducted from the monthly claim bill.
4. HITES authorities shall not be responsible for any accidents, injuries, diseases occurred during carrying out the above work. To prevent such incidents the service provider shall take the appropriate protective measures.
5. For misconduct or indiscipline of any employee including criminal activities, the service provider shall be responsible to take action against him/her as per the laws/rules
6. Any penalty imposed by client against non-compliance/ non-performance of contract terms will be deducted from the subsequent running bill.

2.5 PENALTY CHARGES PER WEEK IN CASE OF NON DEPLOYMENT OF MACHINES / EQUIPMENTS/TOOLS

| SL No | Service Description | Brand/ Make | Penalty charges per week/per Jnit in case of non-deployment of machines/ equipment /tools (Rs) |
|--------------|----------------------------|---------------------|---|
| 1 | Auto Scrubber | Roots/ Taski/Comac | 750 |
| 2 | Single Disc Scrubber | Roots/ Taski/ Comac | 350 |
| 3 | Vacuum Cleaner-wet and dry | Roots/ Taski/ Comac | 200 |
| 4 | High Pressure Jet | Roots/ Taski/ Comac | 200 |

2.6 ELIGIBILITY CRITERIA.

The firm shall be in the list of empaneled Service Providers in Facility Management Division of HITES in appropriate category i.e. Category “A” & Category “B”.

2.7 EARNEST MONEY DEPOSIT:

2.7.1 The Bidder shall furnish Earnest money deposit of an amount as mentioned in Clause 1.1 of Notice Inviting Bids.

2.7.2 The Earnest Money will be in the form of Demand Draft in favor of HITES payable at Trivandrum **or** a Bank Guarantee from a Scheduled Commercial bank in India acceptable to the Client. The format of the Bank Guarantee shall be as per Form-C provided in this Bid Document. The said Bank guarantee shall be irrevocable and operative for a period not less than 90 days beyond the validity of the Bids i.e. 120 days from the last date of submission of Bids as per clause 1.2 of Notice Inviting Bid or extended date thereof). The Earnest Money Deposited shall be endorsed/pledged in favor of HLL Infra Tech services Limited, and shall be submitted in a separate envelope super scribed **“Earnest Money for Facility management services at Mental Hospital at Gwalior”**.

2.8 PRE-BID CONFERENCE:

HITES shall conduct a pre-bid meeting at the time and venue mentioned in Clause 1.2 of Notice Inviting Bid to answer any queries that the Bidders may have raised, in connection with the Project, up to the last date of receipt of queries bid, to provide, the intending bidder(s), the information/clarification regarding the same. Only written queries of the intending bidders received up to 13.02.2019 shall be considered valid and reply of them will be uploaded in the websites.

2.9 Amendments to Bid Documents:

2.9.1 At any time prior to the deadline for the submission of Bids, HITES may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the Bid Document by an amendment notice.

2.9.2 The said amendment in the form of an addendum/ corrigendum will be sent to all prospective eligible Bidders including those who have received the Bid Document. This communication will be in writing or by Fax and the same shall be binding upon all Bidders. Prospective Bidders should promptly acknowledge receipt thereof by Tele-fax to the HITES. The addendum/ corrigendum will also be available in the website of HITES.

2.9.3 In order to allow Bidders reasonable time for preparing their Bids after taking into account such amendments, HITES may, at its discretion, extend the deadline for the submission of Bids.

2.10 SUBMITTAL OF BID BY BIDDER(S):

The intending empaneled agencies shall submit their Offer with, the Technical Bid and the Financial Bid .Complete sets of each Bid should be submitted including corrigendum/ addendum etc. Every page/ copy forming part of Bids should be duly signed by the bidders / tenderers or their authorized representative.

2.10.1 TECHNICAL BID

The Technical Bid, clearly labeled as “**TECHNICAL BID**”, shall consist of following information /details for eligibility criteria of bidders.

- a. Check list of submitted documents in Technical Bid.
- b. Covering letter for the Bid in Form A.
- c. Earnest Money Deposit in the form of a Demand Draft for amount for required works mentioned in Table I, clause 1.1, drawn in favor of “HLL Infra Tech Services Ltd.” Payable at Noida, or Bank Guarantee for equivalent amount from schedule commercial bank in the prescribed form of validity period of 90 days in a separate sealed envelope duly marked “Earnest Money Deposit”.

2.11 FINANCIAL BID:

2.11.1 THE FINANCIAL BID, CLEARLY LABELED AS “**FINANCIAL BID**” WILL CONTAIN THE “**FINANCIAL OFFER AS PER FORM C**”.

2.11.2 The financial proposal should be separately completed and submitted in a separate sealed envelope in the Format prescribed in Form F.

NOTE: Bidder/Tenderer should sign all documents submitted by them in self attestation.

2.12 DISCREPANCY BETWEEN DOWNLOADED BID DOCUMENT SUBMITTED BY TENDERER AND HARD COPY AVAILABLE WITH HITES:

Tenderers are advised not to make any changes in the downloaded Bid documents. In case any discrepancy is noticed between the documents as uploaded up to the time of submission of the bid online including amendments /corrigendum, if any, and hard copies as submitted physically in the office to Chief Engineer, FMD, HLL Infra Tech Services Limited, then the bid submitted shall become invalid and the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

2.13 VALIDITY OF THE TECHNICAL / FINANCIAL BIDS.

2.13.1 The bids shall be valid for a period of 120 days from the date of opening of Technical bids.

2.13.2 Extension of Bid Validity:

2.13.3 Prior to the expiry of the original Bid Validity Period, HITES may request Bidders to extend the Bid Validity Period for a specified additional period.

2.14 AWARD OF CONTRACT

2.14.1 AWARD CRITERIA

2.14.1.1 Subject to meeting the Eligibility Criteria stipulated in clause 1.4 of Section -I above, HITES will award, the Contract to the Bidder / Tenderer, whose technical bid is found responsive, complete and in accordance with the Bid documents, and whose financial bid on evaluation is found lowest.

2.15 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS:

Notwithstanding provisions of Clause 2.12, HITES reserves the right to accept or reject any offer, and to annul the tender process and reject all offers, at any time prior to award of Contract without thereby incurring any liability to the affected Bidder. HITES has no obligation to inform the affected Bidder or Bidders of the grounds for rejection of bids.

2.16 NOTIFICATION OF AWARD:

2.16.1 Prior to the expiry of period of validity/extended validity of the offer as prescribed in this bid document and as subsequently extended by the bidder, HITES will notify the successful Bidder by Tele-fax or e-mail and confirm in writing by registered post /speed post / courier, that his offer has been accepted. This letter (hereinafter called '**The Letter of Award**') shall mention the fee, based on presumptive cost of work mentioned in the BID document (hereinafter called '**The Contract Price**'). The Letter of Award will be sent to the successful bidder. No correspondence will be entertained by HITES from the unsuccessful Bidders.

2.16.2 The Letter of Award shall constitute a part of the contract.

2.17 PERFORMANCE SECURITY:

The successful Bidder shall furnish to HITES a security in the form of a **Bank Guarantee @ of 5% of the contract price** from a Scheduled Commercial bank based in India in the Format given in Form-B, provided in Section II. The Performance Security shall be furnished within the time limit specified in Sub-clause 1.2.

Failure of the successful Bidder to submit the required Performance Security by due date as per Para 1.2 above shall constitute sufficient grounds for the annulment of the award of Contract and forfeiture of the EMD.

2.18 SIGNING OF AGREEMENT:

HITES shall prepare the Agreement in the Performa (Form D) included in this Document, duly incorporating all the terms of agreement between HITES and successful parties. Bidder will be required to execute the Contract agreement within 21 days from the date of issue of the Letter of Award the successful. The performance guarantee should be submitted immediately after issue of letter of award but not later than 15 days of issue of letter of award. One copy of the Agreement duly signed by HITES and the selected bidder through their authorized signatories will be supplied by HITES to the selected bidder.

CHECKLIST

CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID

TECHNICAL PART

| S. No | Name of Document | No. of sets to be submitted | |
|-------|---|-----------------------------|--|
| 1. | Form of Bid and Appendix thereof (Form A) | Original | |
| 2 | Bid Security i.e. EMD in separate sealed envelope (Form C) | ORIGINAL | |
| 3. | BID documents, duly signed. | ORIGINAL | |

FINANCIAL PACKAGE:

| | | | |
|--|--|----------|--|
| | Financial Bid in separate sealed cover (Form F) | Original | |
|--|--|----------|--|

NOTE: ORIGINAL BID SHALL BE SUBMITTED IN SEPARATE ENVELOPES, CONSPICUOUSLY MARKED ORIGINAL.

FORM OF BID

To,

Chief Engineer, FM
Golden Jubilee Block
HLL Bhavan, Poojappura
P.O. Thiruvananthapuram - 695 012
Phone - 0471 2355404/2775500

1. Having visited the Site and examined the Terms of Reference and the terms of the Comprehensive Facility Management Services Contract attached thereto and the NIT for Providing Comprehensive Facility Management Services for "Facility Management services at _____ (Name of the work.). I / We the undersigned offer to provide comprehensive Facility Management Services in conformity with the Terms of Reference and the terms of the Facility Management Services Contract attached thereto.
2. I / We undertake, if our Offer is accepted, I / We shall commence the work within one week from date of Letter of Award and to complete the whole of the Work comprised in the Contract within **the Time Schedules mentioned therein** from the date of issue of the Letter of Award.
3. If my / our Offer is accepted, I / we will furnish a Bank Guarantee for Performance as security in Form B for the due performance of the Contract @ 5% of the finally accepted **contract price** (based on the quoted/negotiated percentage fee in the financial bid).
4. I / We agree to abide by this Offer for a minimum period of 120 days from the last date fixed for receiving the same and it shall remain binding upon us and offer may be accepted at any time before the expiry of this period or any extended period mutually agreed to.
5. I / We declare and confirm that no agent, middleman or any intermediary has been, or will be engaged to provide any services, related to the award of this Contract. I / We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the offer price does not include any such amount. I / We acknowledge the right of HITES that if it finds our declaration to the contrary it can declare our Offer to be non-compliant and if the Contract has been awarded to us then declare the same as null and void.
6. I / We understand that HITES are not bound to accept the lowest or any offer received.
7. If my / our Offer is accepted I / we understand that I /we, am / are to be held solely responsible for the due performance of the Contract.

Dated this.....day of.....2019

Signature

Name..... in the capacity of

duly authorized to sign Tenders for and on behalf of.....
Address

Witness – Signature
Name
Address
Occupation

Note:

- i. The Appendix forms part of the Bid**
- ii. Bidders are required to fill up all the blank spaces in this form of Tender and Appendix.**

FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK

1. In consideration of the HLL INFRATECH SERVICES LTD (hereinafter called "HITES") having agreed under the terms and conditions of agreement No..... dated made between and (herein after called "the said applicant(s)") for the work (herein after called "the said agreement") for compliance of his obligation in accordance with the terms and conditions in the said agreement.
We (indicate the name of the Bank) (herein after referred to as "as Bank) hereby undertake to pay to the HITES and amount not exceeding Rs..... (Rupees only) on demand by the HITES.
2. We (Indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from the HITES stating that the amount claimed is required to meet the recoveries due or likely to be due from the said applicant(s). any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).
3. We undertake to pay to the HITES any money so demanded notwithstanding any dispute or disputes raised by the applicant (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment made by us under this bond shall be valid discharge of our liability for payment to there-under and the applicant(s) shall have no claim against us making such payment.
4. We (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the HITES under or by virtue of the said agreement have been fully paid and it is claims satisfied or discharged or till Site-in-Charge on behalf of the HITES. Certified that he terms and conditions of the said Agreement have been fully and properly carried out by the said applicant(s) accordingly discharges this guarantee.
5. We..... (Indicate the name of Bank) further agree with the HITES that he HITES shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of

performance by the said applicant(s) from time to time or to postpone for any of the powers exercisable by the HITES against the said applicant(s) and to forebear or enforce any of the terms and conditions relating to the said agreement we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said applicant(s) or for any forbearance act or omission on that part of the HITES or any indulgence by HITES to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected or so relieving us.

6. The guarantee will not be discharged due to the change in the constitution of the Bank or the applicant(s).
7. We..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the HITES in writing.
8. This guarantee shall be valid upto Unless extended on demand by HITES. Notwithstanding anything mentioned above our liability against this Guarantee is restricted to Rs..... (Rupees.....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

Dated the Day of 20....

For (Indicate the name of Bank)

Format for EMD (Bid security)

Know all men by these presents that we (Name of bank) having our registered office at (Name of country) (hereinafter called “the bank”) are bound unto pay, HLL Infra Tech Services Limited, Trivandrum, in the sum of Rs. _____ for which payment will and truly to be made to the said HITES, the bank binds itself, its successors and assigns by these presents.

Whereas..... (Name of bidder) (hereinafter called “the bidder”) has submitted its bid dated _____ for “Providing Comprehensive Facility management Services for “----- (name of the work)

And whereas the bidder is required to furnish an irrevocable bank guarantee for the sum of Rs. _____ (rupees _____ only) as bid security against the bidder’s offer as aforesaid.

And whereas _____ (name of bank) have, at the request of the bidder, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

That client may without affecting this guarantee grant time or other indulgence to or negotiate further with the bidder in regard to the conditions contained in the said bid and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between client and the bidder.

That the guarantee herein before contained shall not be affected by any change in the constitution of our bank or in the constitution of the bidder.

That any account settled between client and the bidder shall be conclusive evidence against us of the amount due hereunder and shall not be questioned by us.

That this guarantee commences from the date hereof and shall remain in force till _____ (date to be filled up)

That the expression ‘the bidder’ and ‘the bank’ herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

The conditions of this obligation are:

If the bidder withdraws his bid during the period of bid validity, or

If the bidder does not accept the correction of his bid price as corrected by the evaluation committee

If the bidder having been notified of the acceptance of his bid by client during the period of bid validity:

Fails or refuses to furnish the required performance security for the amount equal to 5% of the contract price and/ or

- (i) Fails or refuses to enter into a contract within 21 days of issue of letter of award by HITES.
- (ii) We undertake to pay to client (HITES) up to the above amount upon receipt of his first written demand, without client having to substantiate his demand provided that in his demand client will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (a), (b), (c) mentioned above, specifying the occurred condition or conditions.

| | |
|---|---|
| | Signature of Authorized official of the bank |
| Signature of the witness | Name of official Designation |
| Name of the witness | Stamp/seal of the bank |
| Address of the witness | |

**PROFORMA FOR AGREEMENT
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

CONTRACT AGREEMENT FOR THE WORK OF ----- DATED -----
Between M/s----- in the town of
hereinafter called the applicant (which term shall unless excluded by or repugnant to be
subject or context include its successors and permitted assigns) of the one part and the
HLLINFRATECH SERVICES LTD hereinafter called the HITES (which term shall unless
excluded by or repugnant to the subject or context include its successes and assigns) of the
other part.

WHEREAS

- a. HITES is desirous that the _____(name of work) at _____ should be executed as mentioned, enumerated or referred to in the tender documents including Press Notice Inviting Tender, other documents, has called for Tender.
- b. The applicant has inspected the site and surroundings of the work specified in the tender documents and has satisfied himself by carefully examination before submitting his tender as to the nature of the site and local condition, the quantities, nature and magnitude of the work the availability of labour and materials necessary for the execution of work, the means of access to site, and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to or implied in the tender documents or having any connection therewith, and has considered the nature and extent of all the probable and possible situations, hindrances or interferences to or with the execution and completion of the work to be carried out under the contract, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.
- c. The tender documents including HITES's Press Notice Inviting Tender, rates, General obligations, period of completion of work. Letter of Acceptance of tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this contract though separately set out herein and are included in the expression Contract wherever herein used.

AND WHEREAS

HITES accepted the tender of M/s ----- (Applicant) for the -----
----- (name of work) at -----and conveyed vide letter No.----
----- dated ----- at the rates stated in the LOA for the work and accepted
by HITES (hereinafter called the Rates) upon the terms and subject to the conditions of the

contract.

NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED AS FOLLOWS.

1. In consideration of the payment to be made to the contract for the work to be executed by him, the applicant hereby covenant with HITES that the applicant shall and will duly provide, execute, complete and maintain the said work and shall do and perform all other acts and things in the contract mentioned or described or which are to be implied and there-from or may be reasonably necessary for the completion of the said works and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract, AND
2. In consideration of the due provisions execution of the said work, HITES does hereby agree with the applicant that HITES will pay to applicant the respective amounts for the work actually done by him and approved by HITES at the Schedule or Rates and such other sum payable to the applicant under provision of the contract, such payment to be made at such time in such manner as prescribed for in the contract.

It is specifically and distinctly understood and agreed between HITES and the applicant that the applicant shall have no right, title or interest in the site made available by HITES for execution of the works or in the building, structures or works executed on the said site by the applicant or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the applicant) and the applicant shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the site or structures and HITES shall have an absolute and unfettered right to take full possession of site and to remove the applicant, their servants, agents and materials belonging to the applicant and lying on the site.

In Witness whereof the parties hereto have here-into set their respective hands and seals in the day and the year first above written.

Signed and delivered for and on behalf of HITES

Signed and delivered for and on behalf of the applicant

(HLL INFRATECH SERVICES LTD)

(Applicant)

OFFICIAL ADDRESS

OFFICIAL ADDRESS

Date
Place

Date
Place

IN PRESENCE OF TWO WITNESSES

IN PRESENCE OF TWO WITNESSES

SIGNATURE
NAME

SIGNATURE
NAME

SIGNATURE
NAME

SIGNATURE
NAME

SECTION -III

GENERAL CONDITIONS OF CONTRACT CLAUSES OF CONTRACT

CLAUSES OF CONTRACT

CLAUSE 1 PERFORMANCE GUARANTEE

- (i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered value in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and/or without prejudice to any other provisions in the contract) within period from the date of issue of letter of acceptance. This period can be further extended by the Site-in-Charge up to a maximum period as specified in on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in- Charge. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs. 10,000/-) or Banker's Cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay Order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the form annexed hereto.
- (ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus sixty days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (iii) The Site-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Client is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - (a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - (b) Failure by the contractor to pay the Client any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by Site-in-Charge.
- (iv) In the event of the Contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Client.

CLAUSE 3 WHEN CONTRACT CAN BE DETERMINED

Subject to other provisions contained in this clause, the Site-in-Charge may, without prejudice to his any other rights or remedy against the contractor in respect of any delay, inferior workmanship, any claims for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- (i) If the contractor having been given by the Site-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirement of such notice for a period of seven days thereafter.
- (ii) If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Site-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continues to do so after a notice in writing of seven days from the Engineer-in-Charge.
- (iii) If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing in that behalf by the Site-in-Charge.
- (iv) If the contractor persistently neglects to carry out his obligations under the contract and/or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Site-in-Charge.
- (v) If the contractor shall offer or give or agree to give to any person in Government service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for Government/HITES.
- (vi) If the contractor shall enter into a contract with Government/HITES in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Site-in-Charge.
- (vii) If the contractor shall obtain a contract with Government/HITES as a result of wrong tendering or other non-bonafide methods of competitive tendering or commits breach of integrity pact.
- (viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in

force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

- (ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- (x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.
- (xi) If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer -in-Charge.

When the contractor has made himself liable for action under any of the cases aforesaid, the Site-in-Charge on behalf of HITES shall have powers:

- (a) To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Site-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract shall be liable to be forfeited and shall be absolutely at the disposal of the Government/HITES.
- (b) After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be un-executed out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

In the event of above courses being adopted by the Site-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provision aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer- in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

CLAUSE 3A

In case, the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work or one month whichever is higher, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded.

In case contractor wants to close the contract, he shall give notice to the department stating the failure on the part of department. In such eventuality, the Performance

Guarantee of the contractor shall be refunded within the following time limits:

- (i) If the tendered value of work is upto Rs.45 lac : 15 days
- (ii) If the tendered value of work is more than Rs.45 lac & upto Rs.2.5 Crs. : 21 days
- (iii) If the tendered value of work exceeds Rs.2.5 crore : 30 days

If the PG is not released within prescribed time limit, then a simple interest @ 0.25% per month shall be payable on PG to the Contractor from the date of expiry of prescribed time limit.

A compensation for such eventuality, on account of damages etc. shall be payable @ 0.25% of tendered value subject to maximum limit of Rs.10 lacs.

CLAUSE 8A CONTRACTOR TO KEEP SITE CLEAN

When the annual repairs and maintenance of works are carried out, the splashes and droppings from white washing, colour washing, painting etc., on walls, floor, windows, etc shall be removed and the surface cleaned simultaneously with the completion of these items of work in the individual rooms, quarters or premises etc. where the work is done: without waiting for the actual completion of all the other items of work in the contract. In case the contractor fails to comply with the requirements of this clause, the Site-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Site-in-Charge shall give ten days' notice in writing to the contractor.

CLAUSE 9A PAYMENT OF CONTRACTOR'S BILLS TO BANKS

Payments due to the contractor may, if so desired by him, be made to his bank, registered financial, co-operative or thrift societies or recognized financial institutions instead of direct to him provided that the contractor furnishes to the Site-in-Charge (1) an authorization in the form of a legally valid document such as a power of attorney conferring authority on the bank; registered financial, co-operative or thrift societies or recognized financial institutions to receive payments and (2) his own acceptance of the correctness of the amount made out as being due to him by Government/ HITES or his signature on the bill or other claim preferred against Government/ HITES before settlement by the Site-in-Charge of the account or claim by payment to the bank, registered financial, co-operative or thrift societies or recognized financial institutions. While the receipt given by such banks; registered financial, co-operative or thrift societies or recognized financial institutions shall constitute a full and sufficient discharge for the payment, the contractor shall whenever possible present his bills duly receipted and discharged through his bank, registered financial, co-operative or thrift societies or recognized financial institutions.

Nothing herein contained shall operate to create in favour of the bank; registered financial, co-operative or thrift societies or recognized financial institutions any rights or equities vis- a-vis HITES.

CLAUSE 10A MATERIALS TO BE PROVIDED BY THE CONTRACTOR

The contractor shall, at his own expense, provide all materials, required for the works other than those which are stipulated to be supplied by the Government/ HITES.

The contractor shall, at his own expense and without delay, supply to the Site-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Site-in-Charge furnish proof, to the satisfaction of the Engineer- in-Charge that the materials so comply. The Site-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in- Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Site-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analyzed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Site-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Site-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Site-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer- in-Charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Site-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Site-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Site-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in- Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

The contractor shall, at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment.

The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work, etc. as Government/ HITES's property and such materials shall be disposed off to the best advantage of Government/ HITES according to the instructions in writing issued by the Site-in-Charge.

CLAUSE 14 CARRYING OUT PART WORK AT RISK & COST OF CONTRACTOR

If contractor:

- (i) At any time makes default during currency of work or does not execute any part of the work with due diligence and continues to do so even after a notice in writing of 7 days in this respect from the Site-in-Charge; or
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not remedy it or takes effective steps to remedy it within 7 days even after a notice in writing is given in that behalf by the Engineer-in-Charge; or
- (iii) Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in that behalf by the Site-in-Charge.

The Site-in-Charge without invoking action under clause 3 may, without prejudice to any other right or remedy against the contractor which have either accrued or accrue thereafter to Government/ HITES, by a notice in writing to take the part work/ part incomplete work of any item(s) out of his hands and shall have powers to:

- (a) Take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or
- (b) Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the contractor.

The Site-in-Charge shall determine the amount, if any, is recoverable from the contractor for completion of the part work/ part incomplete work of any item(s) taken out of his hands and execute at the risk and cost of the contractor, the liability of contractor on account of loss or damage suffered by Government/HITES because of action under this clause shall not exceed 10% of the tendered value of the work.

In determining the amount, credit shall be given to the contractor with the value of work done in all respect in the same manner and at the same rate as if it had been carried out by the original contractor under the terms of his contract, the value of contractor's materials taken over and incorporated in the work and use of plant and machinery belonging to the contractor. The certificate of the Site-in-Charge as to the value of work done shall be final and conclusive against the contractor provided always that action under this clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the department are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

Any excess expenditure incurred or to be incurred by Government/HITES in completing the part work/ part incomplete work of any item(s) or the excess loss of damages suffered or may be suffered by Government/HITES as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to

Government/ HITES in law or per as agreement be recovered from any money due to the contractor on any account, and if such money is insufficient, the contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

If the contractor fails to pay the required sum within the aforesaid period of 30 days, the Site-in-Charge shall have the right to sell any or all of the contractors' unused materials, constructional plant, implements, temporary building at site etc. and adjust the proceeds of sale thereof towards the dues recoverable from the contractor under the contract and if thereafter there remains any balance outstanding, it shall be recovered in accordance with the provisions of the contract.

In the event of above course being adopted by the Site-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advance on any account or with a view to the execution of the work or the performance of the contract.

CLAUSE 18 CONTRACTOR TO SUPPLY TOOLS & PLANTS ETC.

The contractor shall provide at his own cost all materials (except such special materials, if any, as may be in accordance with the contract be supplied from the Site-in-Charge's stores), machinery, tools & plants. In addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffolding and temporary works required for the proper execution of the work, whether original, altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Site-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting the measurement for examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Site-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under this contract

or otherwise and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portions thereof.

CLAUSE 18A RECOVERY OF COMPENSATION PAID TO WORKMEN

In every case in which by virtue of the provisions sub-section (1) of Section 12, of the Workmen's Compensation Act, 1923, Government is obliged to pay compensation to a workman employed by the contractor, in execution of the works, Government/ HITES will recover from the contractor, the amount of the compensation so paid; and, without prejudice to the rights of the Government / HITES under sub-section (2) of Section 12, of the said Act, Government shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government/ HITES to the contractor whether under this contract or otherwise. Government / HITES

shall not be bound to contest any claim made against it under sub-section (1) of Section 12, of the said Act, except on the written request of the contractor and upon his giving to Government / HITES full security for all costs for which Government/ HITES might become liable in consequence of contesting such claim.

CLAUSE 18B ENSURING PAYMENT AND AMENITIES TO WORKERS IF CONTRACTOR FAILS

In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and of the Contract Labour (Regulation and Abolition) Central Rules, 1971, Government / HITES is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the rules under Clause 19H or under the Contractor's Labour Regulations, or under the Rules framed by Government / HITES from time to time for the protection of health and sanitary arrangements for workers employed by Contractors, Government/ HITES will recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of the Government / HITES under sub-section(2) of Section 20, and sub-section (4) of Section 21, of the Contract Labour (Regulation and Abolition) Act, 1970, Government / HITES shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by Government / HITES to the contractor whether under this contract or otherwise Government / HITES shall not be bound to contest any claim made against it under sub-section (1) of Section 20, sub-section (4) of Section 21, of the said Act, except on the written request of the contractor and upon his giving to the Government full security for all costs for which Government might become liable in contesting such claim.

CLAUSE 19 LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR

The contractor shall obtain a valid license under the Contract Labour (R&A) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986.

The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.

The contractor shall also comply with provisions of the Inter-State migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979.

Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non-execution of the work.

CLAUSE 19A

No labour below the age of fourteen years shall be employed on the work.

CLAUSE 19 B PAYMENT OF WAGES

Payment of wages:

- (i) The contractor shall pay to labour employed by him either directly or through sub- contractors, wages not less than fair wages as defined in the CPWD Contractor's Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (ii) The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.
- (iii) In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period, deductions from wages recovery of wages not paid and deductions unauthorisedly made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.
- (iv) (a) The Site-in-Charge concerned shall have the right to deduct from the moneys due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

(b) Under the provision of Minimum Wages (Central) Rules, 1950, the contractor is bound to allow to the labours directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Site-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labours and pay the same to the persons entitled thereto from any money due to the contractor by the Site-in-Charge concerned.

In the case of Union Territory of Delhi, however, as the all-inclusive minimum daily wages fixed under Notification of the Delhi Administration No.F.12 (162) MWO/DAB/43884-91, dated 31-12-1979 as amended from time to time are inclusive of wages for the weekly day of rest, the question of extra payment for weekly holiday would not arise.

- (v) The contractor shall comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefits Act, 1961, and the Contractor's Labour (Regulation and Abolition) Act 1970, or the modifications thereof or any other laws relating thereto and the rules made

thereunder from time to time.

- (vi) The contractor shall indemnify and keep indemnified Government / HITES against payments to be made under and for the observance of the laws aforesaid and the CPWD Contractor's Labour Regulations without prejudice to his right to claim indemnity from his sub-contractors.
- (vii) The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (viii) Whatever is the minimum wage for the time being, or if the wage payable is higher than such wage, such wage shall be paid by the contractor to the workmen directly without the intervention of Jamadar and that Jamadar shall not be entitled to deduct or recover any amount from the minimum wage payable to the workmen as and by way of commission or otherwise.
- (ix) The contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered by the Jamadar from the wage of workmen.

CLAUSE 19C

In respect of all labour directly or indirectly employed in the work for the performance of the contractor's part of this contract, the contractor shall at his own expense arrange for the safety provisions as per Safety Code framed from time to time and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities as aforesaid, he shall be liable to pay a penalty of Rs.200/- for each default and in addition, the Engineer-in- Charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the costs incurred in that behalf from the contractor.

CLAUSE 19 D

The contractor shall submit by the 4th and 19th of every month, to the Engineer-in-Charge, a true statement showing in respect of the second half of the preceding month and the first half of the current month respectively:-

- (1) the number of labourers employed by him on the work,
- (2) their working hours,
- (3) the wages paid to them,
- (4) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- (5) the number of female workers who have been allowed maternity benefit according to Clause 19F and the amount paid to them.

Failing which the contractor shall be liable to pay to Government / HITES, a sum not exceeding Rs.200/- for each default or materially incorrect statement. The decision of the Engineer in charge shall be final in deducting from any bill due to the contractor; the amount levied as fine and be binding on the contractor.

CLAUSE 19E

In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with all the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by the Central Public Works Department and its contractors.

CLAUSE 19I

The Site-in-Charge may require the contractor to dismiss or remove from the site of the work any person or persons in the contractors' employ upon the work who may be incompetent or misconduct himself and the contractor shall forthwith comply with such requirements. In respect of maintenance/repair or renovation works etc. where the labour have an easy access to the individual houses, the contractor shall issue identity cards to the labourers, whether temporary or permanent and he shall be responsible for any untoward action on the part of such labour. The Engineer-in-Charge will display a list of contractors working in the colony/Blocks on the notice board in the colony and also at the service centre, to apprise the residents about the same.

CLAUSE 19L

The ESI and EPF contributions on the part of the HITES in respect of this Contract shall be paid by the Contractor. These contributions on the part of the HITES paid by the contractor shall be reimbursed by the Site-in-Charge to the Contractor on actual basis.

CLAUSE 20 MINIMUM WAGES ACT TO BE COMPLIED WITH

The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, amended from time to time and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

CLAUSE 23 CHANGES IN FIRM'S CONSTITUTION TO BE INTIMATED

Where the contractor is a partnership firm, the previous approval in writing of the Engineer-in-Charge shall be obtained before any change is made in the constitution of the firm. Where the contractor is an individual or a Hindu undivided family business concern, such approval as aforesaid shall likewise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in contravention of Clause 21 hereof and the same action may be taken, and the same consequences shall ensue as provided in the said Clause 21.

CLAUSE 24

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respects of the Site-in-Charge who shall be entitled to direct at what point or points and in what manner they are to be commenced, and from time to time carried on.

CLAUSE 25

SETTLEMENT OF DISPUTES & ARBITRATION

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:

- (i) If the contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Site-in-Charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request (Reviewing Authority) in writing for written instruction or decision. Thereupon, the Reviewing Authority shall give his written instructions or decision within a period of one month from the receipt of the contractor's letter.

If the Reviewing Authority fails to give his instructions or decision in writing within the aforesaid period or if the contractor is dissatisfied with the instructions or decision of the Reviewing Authority, the contractor may, within 15 days of the receipt of the Reviewing Authority's decision, appeal to the authority (Appealing Authority) who shall afford an opportunity to the contractor to be heard, if the latter so desires, and to offer evidence in support

of his appeal. The Appealing Authority shall give his decision within 30 days of receipt of contractor's appeal.

If the contractor is dissatisfied with the decision of the Appealing Authority, the contractor may within 30 days from the receipt of the Appealing Authority's decision, appeal before the Dispute Redressal Committee (DRC) along with a list of disputes with amounts claimed in respect of each such dispute and giving reference to the rejection of his disputes by the Appealing Authority. The Dispute Redressal Committee (DRC) shall give his decision within a period of 90 days from the receipt of Contractor's appeal.

If the Dispute Redressal Committee (DRC) fails to give his decision within the aforesaid period or any party is dissatisfied with the decision of Dispute Redressal Committee (DRC), then either party may within a period of 30 days from the receipt of the decision of Dispute Redressal Committee (DRC), give notice to the Client for appointment of arbitrator on prescribed proforma as per Appendix XV, failing which, the said decision shall be final binding and conclusive and not referable to adjudication by the arbitrator.

- (ii) Except where the decision has become final, binding and conclusive in terms of Sub Para (i) above, disputes or difference shall be referred for adjudication through arbitration by a sole arbitrator appointed by the CEO (HITES). If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be

entitled to proceed with the reference from the stage at which it was left by his predecessor.

It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Appealing Authority of the appeal.

It is also a term of this contract that no person, other than a person appointed by the CEO (HITES), as aforesaid, should act as arbitrator and if for any reason that is not possible, the matter shall not be referred to arbitration at all.

It is also a term of this contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer-in-charge that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the HITES shall be discharged and released of all liabilities under the contract in respect of these claims.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) / The Jammu and Kashmir Arbitration and Conciliation Act, 1997 (35 of 1997) (as the case may be) or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of this contract that the arbitrator shall adjudicate on only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him and in all cases where the total amount of the claims by any party exceeds Rs. 1,00,000/-, the arbitrator shall give reasons for the award.

It is also a term of the contract that if any fees are payable to the arbitrator, these shall be paid equally by both the parties.

It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties calling them to submit their statement of claims and counter statement of claims. The venue of the arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any by whom and in what manner, such costs or any part thereof shall be paid and fix or settle the amount of costs to be so paid.

CLAUSE 26 CONTRACTOR TO INDEMNIFY GOVT. AGAINST PATENT RIGHTS

The contractor shall fully indemnify and keep indemnified the HITES against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties which may be payable in respect of any article or part thereof included in the contract. In the event of any claims made under or action brought against HITES in respect of any such matters as aforesaid, the contractor shall be immediately notified thereof and the contractor shall be at liberty, at his own expense, to settle any dispute or to conduct any litigation that may arise therefrom, provided that the contractor shall not be liable to indemnify

HITES if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Site-in-Charge in this behalf.

CLAUSE 27 LUMPSUM PROVISIONS IN TENDER

When the estimate on which a tender is made includes lump sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Site-in-Charge payable of measurement, the Site-in-Charge may at his discretion pay the lump-sum amount entered in the estimate, and the certificate in writing of the Site-in-Charge shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of the clause.

CLAUSE 37 LEVY/TAXES PAYABLE BY CONTRACTOR

(i) Sales Tax/VAT (except Service Tax), Building and other Construction Workers Welfare Cess or any other tax or Cess in respect of this contract shall be payable by the contractor and Government / HITES shall not entertain any claim whatsoever in this respect. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Site-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.

CLAUSE 38 CONDITIONS FOR REIMBURSEMENT OF LEVY/TAXES IF LEVIED AFTER RECEIPT OF TENDERS

- (i) All tendered rates shall be inclusive of all taxes and levies (except Service Tax) payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies/cess, the contractor shall be reimbursed the amount so paid, provided such payments, if any, is not, in the opinion of the Engineer- in- charge (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
- (ii) The contractor shall keep necessary books of accounts and other documents for the purpose of this condition as may be necessary and shall allow inspection of the same by a duly authorized representative of the Government / HITES and/or the Site-in-Charge and shall also furnish such other information/document as the Site-in-Charge may require from time to time.
- (iii) The contractor shall, within a period of 30 days of the imposition of any such further tax or levy or cess, give a written notice thereof to the Engineer-in-charge that the same is given pursuant to this condition, together with all necessary information relating thereto.

CLAUSE 39 TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR

Without prejudice to any of the rights or remedies under this contract, if the contractor dies, the authority indicated in schedule "F" on behalf of HITES shall have the option of terminating the contract without compensation to the contractor.

SECTION -IV

PART II – FINANCIAL BID

FORM F

Location: Gwalior

Name of the Institution: Mental Hospital, Gwalior

Price Schedule

(All amount in Rupees)

| Sl No | Service Description | Unit | Qty. | Rate | Amount |
|--------------|---|-------------|-------------|-------------|---------------|
| A | <u>Housekeeping & Sanitation</u> | | | | |
| 1 | Housekeeping Executive | Nos | 1 | | |
| 2 | Housekeeping Supervisor (Skilled) | Nos | 5 | | |
| 3 | Housekeeping Staff (Un-Skilled) | Nos | 74 | | |
| 4 | Driver (Skilled- Light Motor Vehicle Licence) | Nos | 3 | | |
| 5 | Housekeeping Machines on monthly rental basis (list attached as Annexure-1) | Per Month | LS | | |
| 6 | Housekeeping Consumables and Tools / Housekeeping Chemicals (OB care / Taski/Haylide/3M) | Per Month | LS | | |
| | Sub-Total A | | | | |
| B | <u>General Duty Assistant(GDA)/Attender</u> | | | | |
| 1 | GDA- Ward Boys/Ayabs (Un-Skilled) | Nos | 20 | | |
| | Sub-Total B | | | | |
| | | | | | |
| C | <u>Others Services</u> | | | | |
| 1 | COMPUTER OPERATOR (SKILLED) | Nos | 4 | | |
| 2 | ACCOUNTANT (SKILLED) | Nos | 1 | | |
| 3 | LIBRARIAN (HI-SKILLED) | Nos | 1 | | |
| 4 | PLUMBER (SKILLED) | Nos | 1 | | |
| 5 | ELECTRICIAN (SKILLED) | Nos | 1 | | |
| | Sub-Total C | | | | |
| | Total Cost Per Month | | | | |
| | Total Cost Per Annum | | | | |

Annexure-1

Price schedule for machines on Monthly Rental basis

| SL No | Service Description | Brand/ Make | Qty. in nos. | Rent Per Month / Unit | Total Rent Per Month |
|-------|-----------------------------|---------------------|--------------|-----------------------|----------------------|
| 1 | Auto Scrubber | Roots/ Taski/ Comac | 2 | | |
| 2 | Single Disc Scrubber | Roots/ Taski/ Comac | 3 | | |
| 3 | Vacuum Cleaner-wet and dry | Roots/ Taski/ Comac | 2 | | |
| 4 | High Pressure Jet | Roots/ Taski/ Comac | 1 | | |
| | Total Rent per Month | | | | |

Annexure-2

Breakup of Salary

| Minimum Wages Effective Oct 1 2018 to 31 Mar 2019 – Madhya Pradesh | | | | | |
|---|----------|-------------|-------------|--------------|--------------|
| Description | Rate | Unskilled | Semiskilled | Skilled | Hi-skilled |
| Basic + DA for 26 days (on daily wage basis) | | 7375 | 8232 | 9610 | 10910 |
| | | 6500+875 | 7057+1175 | 8435+1175 | 9735+1175 |
| HRA | | - | 798 | 1498 | 10340 |
| Gross Salary | | 7375 | 9030 | 11108 | 21250 |
| EPF (Employer) on Basic | 13.00% | 959 | 1070 | 1249 | 1418 |
| ESI (Employer) on Gross | 4.75% | 350 | 429 | 528 | 950 |
| Bonus on Basic | 8.33% | 614 | 686 | 801 | 909 |
| Leave wages on Gross | 5.77% | 426 | 521 | 641 | 1226 |
| Holiday Wages on Gross | 1.90% | 140 | 172 | 211 | 404 |
| Uniform Cost | Rs.200/- | 200 | 200 | 200 | 200 |
| Total Manpower Cost | | 10064 | 12107 | 14737 | 26357 |
| Service Charge % | | | | | |
| Total rate per month | | | | | |

Note:

The percentage shown above is given as per prevailing norms. The Bidder shall quote after verification.

The quoted rate shall be inclusive of all applicable taxes but excluding GST which shall be reimbursed at actuals.

Signature of the Bidder with date