

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687799029173

अनुबंध तिथि | Contract Generated Date : 16-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2023/B/4399837](#)

अनुसूची नाम | Schedule Name: Schedule 6

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central PSU	पद Designation : SDE1CPCKTD
मंत्रालय Ministry : Ministry of Communications	संपर्क नंबर Contact No. : 033-22256451-
विभाग Department : Department of Telecommunications (DOT)	ईमेल आईडी Email ID : asadhukhan.bsnl@nic.in
संगठन का नाम Organisation Name : Bharat Sanchar Nigam Limited (BSNL)	जीएसटीआईएन GSTIN : 19AABC5576G3ZG
कार्यालय क्षेत्र Office Zone : Kolkata	पता Address : Central Procurement Cell, Kolkata Telephones, BSNL, P10, Khirode Vidya Binode Avenue, Kolkata- 700073, KOLKATA, WEST BENGAL-700073, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No	Role: PAO
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: GM NWP & D CFA KOL TD	भुगतान का तरीका Payment Mode: Offline
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: GM NWP & D CFA KOL TD	पद Designation : CAO FA
	ईमेल आईडी Email ID : sanjoy@bsnl.co.in
	जीएसटीआईएन GSTIN : 19AABC5576G3ZG
	पता Address : Central Procurement Cell, Kolkata Telephones, BSNL, P10, Khirode Vidya Binode Avenue, Kolkata- 700073, Kolkata, WEST BENGAL-700073, India

परोक्षिती विवरण Consignee Details		सेवा विवरण Service Description
क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	
1	संपर्क Contact : - ईमेल आईडी Email ID : shuvadeep.barua@bsnl.co.in जीएसटीआईएन GSTIN : - पता Address : RUSSA Telephone Exchange, 46 Dr Sarat Banerjee Road, Kolkata-700029, KOLKATA, WEST BENGAL-700029, India	Cleaning, Sanitation and Disinfection Service - Outcome Based - Office/Commercial/Institutions/Residential; General Cleaning (Sweeping, Mopping, dusting); As per Scope of Work

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID :	8234190000955517
कंपनी का नाम Company Name :	JAI MATA DI ENTERPRISES
संपर्क नंबर Contact No. :	09433397080
ईमेल आईडी Email ID :	jmdenterprises1@zohomail.in
पता Address :	82, HOOGHLY, Hooghly, WEST BENGAL-712222, -
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-WB-07-0028762
एमएसई सामाजिक श्रेणी MSE Social Category :	General
एमएसई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	19ADXPJ1866F1Z0

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण Service Details	
सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 01-Apr-2024	सेवा समाप्ति तिथि Service End Date : 31-Mar-2026
श्रेणी नाम Category Name : Cleaning, Sanitation and Disinfection Service - Outcome Based	

बिलिंग चक्र Billing Cycle: monthly		
विवरण Description	Area in Sq. Metre	Standard unit rate per Frequency per Cycle in Sq. Metre
Type of Space	Office/Commercial/Institutions/Residential	6,425 0.340
Type of Cycle	Daily	
Area Inclusions	As per Scope of Work	
Floor Type	Normal Stone/Ceramic tile/Cemented Floor	
Nature of Service	General Cleaning (Sweeping, Mopping, dusting)	
Type of Area	As per Scope of Work	
Consumables to be provided by Service Provider	Yes	
High End Machinery & Equipment to be provided by Service Provider	Yes	

Frequency in each cycle	1
Number of working days in a month	26
Number of cycles during Contract Period	624

कुल राशि (रु) | Total Amount (Formula) :
(Number of cycles during Contract Period*Area in Sq. Metre*Frequency in each cycle*Standard unit rate per Frequency per Cycle in Sq. Metre)

एडऑन के बिना कुल मूल्य Total Value without Addons(INR)	1363128
विवरण जोड़े Add On Description	
High End Machinery & Equipment to be provided by Service Provider (Per Unit Price)	.02
एडऑन मूल्य Addon Value (Addon Price*Area in Sq. Metre*Number of cycles during Contract Period)	80184
Consumables to be provided by Service Provider (Per Unit Price)	.02
एडऑन मूल्य Addon Value (Addon Price*Area in Sq. Metre*Number of cycles during Contract Period)	80184
कुल एडऑन मूल्य Total Addon Value(INR)	160368
एडऑन सहित कुल मूल्य Total Value Including Addons(INR)	1523496
अनुबंध की राशि Amount of Contract	
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)	1523496

एसएलए विवरण | SLA Details

1 Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the buyer and Service Provider for Cleaning, Sanitation and Disinfection Service. The purpose of this agreement is to facilitate implementation of Cleaning, Sanitation and Disinfection Service at the buyer's premises or any other premises designated by buyer. This Agreement outlines the scope of work, buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

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

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

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

2 Objectives and Goals

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

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

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

3 Parties to the Agreement

The main stakeholders associated with this agreement are below-

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

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

4 Scope of Services

The scope of work of Cleaning, Sanitation and Disinfection services comprise of a series of activities, including, but not restricted to sweeping, wet cleaning, steam cleaning and such other activities as may be necessary to maintain acceptable standards of cleanliness within a defined set of premises.

The scope of the service requires the Service Provider to provide manpower and resources for the premises as specified by the Buyer for the purposes of Cleaning, Sanitation and Disinfection. It would be the obligation of the Vendor to provide services according to the following:

- Type of Space (Commercial/Residential/Institutional/Public spaces)
- Type of Area (Indoor /Outdoor/Basement)*
- Nature of Service (general cleaning/ deep cleaning/ Anti-bacterial)

- Unit Area
- Consumable (With consumables/Without consumables)
- Cycle (daily/weekly/fortnightly/monthly/quarterly/Bi-annually/annually)
- Frequency (one-time/ twice/thrice)
- Machine /Equipment (Regular/High-end)

*Different Type of Area shall include:

- **Indoor Area:** This would include areas like but not limited to Cabins, Corridor, Halls, Medical Rooms, Service Rooms, Classrooms, Staircase.
- **High-Intensive Area:** This would include areas like Washrooms, Entrance Lobbies/Receptions.
- **Outdoor Area:** This would include areas like Lawns, Playground, Garages, Parking, Roads inside the premises etc.

Buyer opting for Cleaning, Sanitation and Disinfection service have an option from choosing from the following two different models of Cleaning, Sanitation and Disinfection Service -Outcome Basis as per their requirement.

- **Service with Known Quantity of Consumables** – Under this model, the buyer specifies the scope of work along with the consumables required and its quantity for the contract period. The Service Provider will quote for the service and consumables separately. The quantity of consumables quoted by the buyer will be used to calculate the least cost bidder, while billing will be done on actual consumption. The Buyer has the flexibility for a variation of 25% in the contract value.
- **Service and Price Inclusive of Consumables** – Under this model, the buyer does not need to specify the quantity of consumables, but only select the required consumables for the service for the contract period. The Service Provider will quote cost inclusive of scope and selected consumables.

The following are the details of the activities to be carried out by the vendor in achieving the goal of providing Cleaning, Sanitation and Disinfection services.

S.No	Scope of Service	Description of Activities
1	Common Areas (Entrance Lobbies/ Reception/ Conference Hall)	The scope broadly covers sweeping, mopping, scrubbing, buffing, glass wiping, dusting of common areas including lift doors; collection of waste material and its disposal as per instructions; Cleaning of water cooler tanks, Air conditioning grills and space underneath water coolers.
2	Staircase and Fire Staircase	The scope broadly includes sweeping of staircases, dusting of skirting top, signages, door handles, latches; cleaning of fire escape doors, ceilings and wall dusts etc.
3	Pantry/Cafeteria	The scope shall include cleaning of water coolers, water dispensers and vending machines; cleaning of cobwebs, wax polishing of walls, floor areas
4	Basement/ Parking Area/ Service Areas	The scope shall include removal of grease and dirt stains from the surfaces; cleaning of machine rooms and other sensitive areas floors, walls and ceilings; cleaning of car parking, sub-station, HVAC Plant Room, Pump Room, AHU Rooms, Ventilation Rooms and Other Service Rooms without affecting the operation of the Equipment.
5	Restrooms	The scope of work shall include sweeping, mopping of the floor and tiles; Acid cleaning of sanitary wares; washing of all the urinals, closets and washbasins; replacing toiletries such as fresheners, naphthalene balls, hand soap, tissue papers etc. as and when required, clean all toilet fixtures and fittings; clearing of the dustbins in the toilets periodically.
6	Surroundings	The scope of work shall include removal of all litter, mud, dust, etc. within the periphery of the building every day, sweeping of all the roads, parking area and open area etc.
7	Exteriors of Building	The scope of work shall include cleaning of glass and other structures with a suitable approved glass cleaner; keeping the terrace clean of all litter; keeping all external signage and external wall

S.No	Scope of Service	&surroundings clean. Description of Activities
8	Seating Area of Stadiums (Indoor/Outdoor)	The scope of work shall include sweeping of all the staircases, dusting of skirting top, signages, escape doors, furniture laundry, ceiling and wall cleaning, thoroughly wipe all door handles, latches, tower bolts etc.
In addition to the above jobs, the Buyer may assign any work with relation to housekeeping of the premises not mentioned specifically in the above table.Frequency and timing of the work can be altered at the discretion of the Buyer looking into the needs and quantity of work.		
Machinery List		
Ø Regular Machinery &Equipment (Pre-defined list)		
- Vacuum Cleaner with attachments		
- Broom		
- Mop		
- Bucket		
- Dustpan		
- Duster		
- Spray Bottles		
- Rags		
- Window Cleaner		
- Toilet bowl Cleaner		
- Paper Towel		
- Trash bags		
- Latex Gloves		
- Wet floor sign (if working in commercial area)		
- Extension Cords		
- Containers for supplies		
Ø High End Machinery &Equipment (Pre-defined list)		
o Industrial Vacuum Cleaner		
o Wet and Dry Vacuum Cleaner		
o Single Disc Scrubbing Machine		
o High Pressure Jet		
o Walk behind scrubber drier		
o Carpet Cleaning Machine		
o Carpet Blower		
o Dorsilano backpack vacuum		
o Laundry/Washing Machine		
o Washroom Foam Sterilisation Machine		
o Ergo Disc + Dry Foam Generator		
o WegaTrolley		
o Manual Flipper		
o Steam Cleaner		
o Portable back mounted high pressure jet machine		
If any equipment is not present in the list, then buyer has the provision to custom the list.		
Consumable List		
Ø Pre-defined list of consumable		
- PVC Floor Cleaning Agent		
- Ceramic Toilet fittings cleaning agent		
- Glass cleaning agent		
- Deodorant		
- Disinfectant		

- Mosquito Repellent
- Disposable bag for waste
- Floor Mopper
- Urinal & WC Cleaner
- Air Freshener
- Oil and Grease Remover
- Hand Wash
- Toilet Paper
- Tissues/Paper Towel
- Scrubbing Foam

If any equipment is not present in the list, then buyer has the provision to custom the list.

4.1 Service Details and Standards

- i. The works shall be carried out as per the instructions of authorized officials of Buyer and the standards/benchmark of conditions and specifications of housekeeping service industry shall be maintained.
- ii. Garbage collection drums should be placed at all suitable points. The drums should be provided with polythene bags, which may be removed so that garbage does not spill out or spoil the drums.
- iii. Under no circumstances the garbage collected would be kept inside premises and all the necessary arrangements are to be made by the service provider for its disposal at a suitable place at its own cost.
- iv. Inspection of quality by supervisors during the execution of service by the staff should be regular/ periodic.
- v. Smoking and chewing tobacco etc. is strictly prohibited during working hours. Any of the Service provider's deployed staff found smoking/chewing in the Buyer's premises shall be removed immediately and shall not be deployed again over the contract duration.
- vi. The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way, be responsible for settlement of such issues whatsoever.
- vii. No deployed manpower shall be allowed to stay in the Buyer's premise unnecessarily after working hours without Buyer's permission.
- viii. The personnel deployed shall undergo medical examination at the expense of the Service Provider to ensure that they are free from any communicable diseases and furnish medical examination certificate as and when called for by the Buyer.
- ix. The staff provided by the Service Provider shall not be deemed employees of the buyer hence the compliance of the applicable labor laws and acts i.e. the Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour (R&A) Act and other relevant laws will be the sole responsibility of the Service Provider and buyer will in no way be responsible for any violation or liabilities in this regard.
- x. The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness. A verification report in respect of all the personnel of Service Provider from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the Institute along with photo and thumb impression should be handed over to the designated officer of Buyer. Any changes should be informed immediately.
- xi. The Buyer shall have the right to inspect the premises where services are provided by the vendor at any time. In case of any deficiencies found in the service provided pursuant to such inspection, the relationship managers shall discuss the same in their meeting and address the same. In case the concerns of the buyer are not addressed within a reasonable time, the buyer would have the right and authority to issue order and directions necessary, including the levy of penalty for the effective implementation of the services.

4.2 Defined Timelines

- i. Service Provider shall adhere to the timelines in the Schedule of Work/Scope of Work provided by the Buyer in the contract for carrying out the Cleaning, Sanitation and Disinfection service.
- ii. The daily normal working hours would be stipulated by Buyer and may vary as per the Buyer's directions and actual requirements.

4.3 Service Assumptions

- i. The Service Providers shall not sublet any part of the Contract and shall be responsible and liable to deliver the services as per the contract.
- ii. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.
- iii. Only authorized staff of the Service Provider will be allowed entry at the premises of the buyer on production of identity badge.
- iv. The premises are the property of the Buyer and Service Provider is only permitted to enter and manage the premises as long the contract remains valid.
- v. Guarding/maintaining the Service Provider's machinery at Buyer's premises shall be the responsibility of Service Provider.
- vi. Service Provider will not use his consumables (when deployed at Buyer premises) or Buyer's consumables for any personal use or for any other activity not related to the scope of work under the contract.
- vii. Any violation of contractual obligations by the Service Providers shall attract penalties, before imposing a penalty, the Buyer will provide 3 days prior notice to the Service Provider to make its representation. The Service Provider confirms and agrees that penalty whenever becomes payable, shall be deducted by the Buyer from the payments due to the Service Provider.

4.4 Limitations of Service Delivery (if any)

Not Applicable

5 Service Provider's Obligation

- i. Service Provider shall ensure the level of service required is of the highest professional standard and shall deliver the cleanliness service within stipulated time frame as agreed in the contract. The delay in execution of service shall attract penalties.

- ii. The Vendor would submit a daily monitoring report to the designated representative of the Buyer. A weekly log of the services rendered will be maintained and presented to the designated representative of the Buyer.
- iii. The Service Provider has to always ensure proper cleanliness of all bathrooms, sanitary fittings and cleanliness of all waste/sewage pipelines and ensure that there is no blockage.
- iv. The Vendor shall maintain a complaint register at the premises for the complaints by the staff of the buyer.
- v. The Service Provider shall maintain sufficient stock of all consumables required for cleaning of the premise.
- vi. It will be the responsibility of the Service Provider to switch on and off lights, fans, AC, computers etc. as may be prescribed and as required for Buyer's functioning.
- vii. The Service Provider shall store and secure the consumables for housekeeping in the provided space properly. Also, the Service Provider shall maintain records of the daily usage of all the materials which should be verified by the Buyer on daily basis. In case of any damage, the Service Provider shall be responsible to carry out the repairs without any delay to avoid any interruption in service. Cost of repairs shall be borne by the Service Provider only.
- viii. The Service Provider has to deploy and work during holidays, late hours and Sundays as well according to the requirement and convenience of Buyer and the occupants, while ensuring weekly offs of his / her employees as per statutory requirements.
- ix. The Service Provider should issue identity badges (as per approved format) to all his staff being engaged to carry out the work including the supervisor.
- x. The Service Provider will depute one person from its own establishment for monitoring of the work and verification of daily attendance of the workers deployed by the Service Provider at the premises of the Buyer. The said deputed person will report to the designated officer of the Buyer for further conformation on daily basis or as per buyer requirement. Further, such deputed person will be available as and when required for any verification.
- xi. The Service Provider shall be responsible for proper maintenance of all registers and records. He shall make regular and full payment of labour charges/salaries and other payments as per labour laws under Minimum Wages Act and Payment of wages Act.
- xii. The Service Provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
- xiii. The Service Provider shall take comprehensive insurance cover, including third party unlimited liability, to insure against loss, damage, death or injury which may occur to any physical property or to any person which may arise out of the performance of the contract or the machinery and equipment deployed by Service Provider. The Buyer shall not assume any liability in this regard.
- xiv. The Service Provider will be responsible for the conduct and discipline of the deployed staff by him at the Buyer's designated premises responsible for any breaches/violations committed by the persons.
- xv. In case of exigency, Service Provider shall deploy the required number of staff beyond normal duty hours if directed so to carry out the works within the scope of agreement.
- xvi. The Service Provider shall not appoint any Sub-Service Provider for the work assigned to him.
- xvii. Service Provider shall be responsible for making good to the satisfaction of the Buyer any loss or any damage to all structures and properties within the park premises. If such loss or damage is due to fault and/or the negligence or willful acts or omission of the Service Provider, his employees, agents or representatives, he shall make good the loss as assessed by the Buyer. In such a case, the Service Provider will be liable to replace the item at his own cost or the Buyer shall have the right to recover the loss from the Service Provider's monthly bill. The decision of the Buyer in this matter will be final.

6 Buyer's Obligations

- i. The Buyer shall assign a point of contact for the Service Provider, who shall manage and co-ordinate all the Service Provider related issues/requirements.
- ii. The Buyer shall define penalties, feedbacks, comprehensive SLA, etc. to ensure the timely and quality delivery of service.
- iii. In case of any change in the Applicable Law with respect to taxes and duties, the remuneration and reimbursable expenses payable to the Service Provider shall be increased or decreased accordingly by the Buyer under this Contract.
- iv. The Buyer shall provide sufficient running water or stored water for cleaning purposes.
- v. Buyer should provide free access to all parts of designated area for the purpose of development, maintenance, inspection, treatment or surveillance as per the scope of work.
- vi. In case, the Buyer has not included consumables in the contract, then Buyer shall provide consumable materials as and when required for the work, such as cleaning equipment, air purifier and liquid soap and paper rolls etc.
- vii. The Buyer should provide space for storage of machinery, consumables, chemicals and any other equipment to the Service Provider.
- viii. The Buyer shall monitor standard of service with respect to delay in work, damage to property during delivery, use of unapproved technique & chemicals and manpower to deliver the service.
- ix. The Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower.
- x. The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer in case of any emergencies.

Price Variation Clause:

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

7 Service Tracking

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

7.1 Logbook

- i. The Service Provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.
- ii. Once the Service Provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record any service non delivery or non-performance issues, and subsequent penalties.Failure to takeaction on logbook entries updated by Service Provider shall be deemed as accepted.
- iii. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

7.2 Service Performance and Feedback

- i. The principal point of contact for the issues arising out of this agreement will be the Service Provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the Service Provider shall be solely responsible for maintaining the quality and level of service provided.
- ii. The Service Provider shall maintain a complaint register during its tenure for the complaints by the buyer and user.
- iii. Feedback from the SPOC of the Buyer shall be maintained (weekly/ monthly, bi-annually) by the Service Provider. The same can be used to track the service standards. Feedback should be taken without any bias of either party. Buyer can also ask for submission of service feedback notes/ documents at the time of payment towards services delivered.

Such service tracking initiatives not only ensures the quality and punctuality of service delivery also reduces the chances of flaws in delivery mechanism. If any variation in attendance sheet, logbook, service feedback is found during the tracking; immediate action can be taken against the party.

8 Penalties and Fine

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

Breach of SLA is defined as performance lower than requisite performance in this Agreement. The following conditions shall specify breach of Contract and Buyer shall have the right to immediately terminate the Contract and can also lead to blacklisting of Service Provider

- Cumulative penalties reach 10% of the contract value
- Repeated breach of SLAs beyond 3 instances in the entire contract period.
- Subcontracting or outsourcing of the contract, in part or whole

Sr. No.	Description	Penalty for Breach			Remarks
		1 st Instance	2 nd Instance	3 rd Instance	
1.	Non deployment of team for Cleaning, Sanitation and Disinfection	Non deployment of team for Cleaning, Sanitation and Disinfection	Non deployment of team for Cleaning, Sanitation and Disinfection	Non deployment of team for Cleaning, Sanitation and Disinfection	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance, which cumulatively should not exceed 10% of overall contract value.
2.	Overall Score between 75% to 85%	Warning	(If score is between 75-85% in second consecutive week) 3% of the Monthly Cleaning, Sanitation and Disinfection cost	(If score is between 75-85% in third consecutive week) 5% of the Monthly Cleaning, Sanitation and Disinfection cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance which cumulatively should not exceed 10%

3.	Overall Score between 65% to 75%	Warning	(If score is between 65-75% in second consecutive week) 5 % of the Monthly Cleaning, Sanitation and Disinfection cost	(If score is between 65-85% in third consecutive week) 8% of the Monthly Cleaning, Sanitation and Disinfection cost	After 3rd instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3rd instance which cumulatively should not exceed 10%
4.	Overall Score below 65%	Warning	(If score is below 65% in second consecutive week) 10 % of the Monthly Cleaning, Sanitation and Disinfection cost	(If score is below 65% in third consecutive week) 15% of the Monthly Cleaning, Sanitation and Disinfection cost	After 3rd instance, the buyer
5.	Failure to address deficiencies pointed out at inspection	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3rd instance, the buyer may continue to impose the same penalty as imposed for 3rd instance.
6.	Misbehavior/unacceptable behavior by staff/resources	Any instance	Penalty of Rs. 1000	Penalty of Rs. 2000/-	After 2nd instance, the service provider will have to replace the resource
7.	Damage to Buyer's assets or equipment,	Immediate payment of Damages	Immediate payment of	Cancellation of the	

	caused by the Service Provider's staff	equivalent to the value of the article damaged/lost/theft. Replacement of damaged asset within 2 days	Damages equivalent to the value of the article theft/ lost/ damaged. Replacement of employee within 2 days/ cancellation of contract as decided by the Buyer depending on the gravity of the act.	contract with cancellation charges @ 10% of the order value
8.	In case of subcontracting or outsourcing of the contract, in part or whole.	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the contract value	Cancellation of the contract with cancellation charges @ 10% of the contract value

*Score will be calculated based on the reference calculation given below in annexure 1 for the reference of Buyer and Service Providers.

9 Payment Terms

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

Some notable points under payment terms are-

9.1 Payment Condition

- i. The payment shall be made as per the financial quotes (INR/sq. Metre.) submitted by the Service Provider and accepted by the Buyer.
- ii. No advance payment shall be made to the Service Provider.
- iii. Payment shall be released only after due verification by the competent authority of Buyer towards satisfactory services during the billing period

9.2 Payment Cycle

- i. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
- ii. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

9.3 Payment Process

- i. Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
- ii. All the penalties/ fine/ interest (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
- iii. Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made.

10 Amendment of Contract

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

i. *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.

ii. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.

iii. *Amendment of the Contract as per both parties' consent:* Variation of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. The variation in the contract can be through the following, however, the variation put together shall not reduce or exceed 25% of contract value:

- a. Increase or decrease in the quantity of consumables

b. Increase or decrease in duration of contract

c. Increase or decrease in the service area

11 Termination of Contract

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

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

However, termination of this Contract shall not affect any accrued rights or remedies of either party. Also, during the notice period, both parties shall continue to discharge their duties and obligation as usual. The Buyer will not be under any obligation to pay compensation or make the payment for which services are not rendered.

Annexure 1

Parameters	Performance	Rating
All the areas properly cleaned. Area is free from any kind of dust, stains, dirt, bad odour, All the consumables are replenished at appropriate time.All the consumable and machinery (as per demand) are available and operational.Cleaning is happening in timely manner. Performance in satisfactory.	Excellent (100%)	4
All the areas properly cleaned. Area is free from any kind of dust, stains, dirt, bad odour, All the consumables are replenished at appropriate time.All the consumable and machinery (as per demand) are available and operational.Cleaning is not happening in timely manner. Performance is acceptable.	Good	3
All the areas are cleaned but there is presence of dust/ stains/dirt/bad odour in non-visible areas . All the consumable and machinery (as per demand) are available and operational.Cleaning is not happening/happening in timely manner.Performance is OK	Average(90%)	2
All the areas are cleaned but there is presence of dust/ stains/dirt/bad odour in visible areas . All the consumable and machinery (as per demand) are not be used/ not available.Cleaning is not happening/happening in timely manner.Poor Performance	Poor (0%)	1
Areas are not cleaned properly, there is presence of dust, stains, dirt, bad odour, in areas and elements.Consumable and machinery are not being used to the satisfaction. Delay in cleaning timelines.	Unacceptable.	0

Location : Govt. Hospital

Area Inclusions	Ratings by Buyer	Maximum Rating
Cabin/OPD	4	4
Washroom	2	4

	Lobby	1	4
Buyers Evaluation	OT	4	4
	Morgue	3	4
Total Score		14	20

Score %
70%

	Feedback	No. of Feedbacks	Weightage	Scores
	Excellent	9	100%	9
	OK	12	90%	10.8
Users Evaluation	Poor	25	0%	0
Total		46		19.8
	Score %	43%		

	Performance evaluation	Score achieved	Weightage	Final Score
	Buyers Evaluation	70%	80%	56.00%
	Users Evaluation	43%	20%	9%
	Total Score			65%

There will be 2 types of evaluator for service quality provided by service provider.

1) Users (Employees/Patients/Visitors etc.)

2) Buyer (Nodal Officer/Consignee of buyer organization)

Service provider need to provide electronic/manual feedback system for users to rate the quality of the service for all type of areas taken in to consideration in contract or where ever the Service provider is providing cleaning, sanitation and disinfection service. Similarly, Buyer nodal officer will also give his feedback to the quality of delivered service. User feedback system should be made available to all the users throughout the period of contract.

Calculation of Buyer feedback Score : Feedback Ratings for all type of area under the contract should be added to reach a cumulative score and then same should be divided by cumulative maximum score to get a final buyer feedback score for quality of services. (Refer to Buyer evaluation table) (Rating system - 0 to 4)

Calculation of User feedback Score : User will provide feed back on the quality of service on parameters of excellent, Ok and Poor. The no. of these feedbacks on each parameter will be counted to get a cumulative no. of feedback received. The no. of counts of each parameter will be multiplied by weightage defined in above table to get the score for each parameter. The overall cumulative score should be divide by total no. of feedback received to get the final user feedback score for the service. (Refer to Buyer evaluation table) (Rating system - Excellent, Ok and Poor)

Now to get the overall final score for the service for a particular billing cycle, the final buyer feedback score X 20% = A and final user feedback score X 80% = B

Final Score = A+B

Disinfection Service- Scope and Guidelines

Over and above the Service Level Agreement (SLA) which is applicable for Cleaning & Sanitation Service , the following Guidelines issued by National Centre for Disease Control (NCDC) and Ministry of Health and Family Welfare (MoH&FW) will also constitute the SLA for Disinfection Service :

a) NCDC Guidelines:

Scope: This document aims to provide interim guidance about the environmental cleaning / decontamination in quarantine camp facilities (e.g. barracks, cubicles in rooms, offices, and toilets, etc.) where persons with potential exposure to COVID-19 have housed.

The causative agent involved in the current outbreaks of 2019-nCoV acute respiratory disease, the 2019-nCoV (genus: Betacoronavirus), belongs to the family of Coronaviridae, a large family of enveloped, positive-sense single-stranded RNA viruses. Coronaviruses are transmitted in most instances through large respiratory droplets and contact transmission, but other modes of transmission have also been proposed worldwide.

The time of survival and the conditions affecting the 2019-nCoV viability in the environment are currently unknown. According to studies assessing the environmental stability of other coronaviruses, the Severe Acute Respiratory Syndrome coronavirus (SARS-CoV) is estimated to survive several days in the environment and the Middle East Respiratory Syndrome-related coronavirus (MERS-CoV) more than 48 hours at an average room temperature (20°C) on different surfaces [1-3].

Environmental cleaning: Due to the potential survival of the virus in the environment for several days, the premises and areas potentially contaminated with the 2019-nCoV should be cleaned before their re-use, using products containing antimicrobial agents known to be effective against coronaviruses. Although there is lack of specific evidence for their effectiveness against 2019-nCoV virus, cleaning with water and household detergents and use of common disinfectant products should be sufficient for general precautionary cleaning. Tests carried out using SARS-CoV showed that sodium hypochlorite is effective.

These guidelines provide guidance for environmental cleaning in quarantine facilities housing people exposed/ potential exposure to COVID-19 and have been adapted based on the Hospital Infection Prevention and Control guidelines drafted by NCDC in collaboration with WHO and other stakeholders.

Area/Items

Item/Equipment

Process

Method/ Procedure

Clinical Area

Area/Items	Item/Equipment	Process	Method/ Procedure
General clinical areas	Dust mops Mop	Sweeping Cleaning	<ul style="list-style-type: none"> Sweep with the dust mop or damp mop to remove surface dust. Sweep under the furniture and remove dust from corners. Gathered dust must be removed using a hearth brush and shovel. The sweep tool should be cleaned or replaced after use.
Floors (clinical areas) – daily mopping	(No broom will be used for sweeping) Detergent/ sanitizer–hot water, sodium hypochlorite(1%) Three buckets (one with plain water and one with detergent solution; one bucket for sodium hypochlorite(1%)	Daily mopping	<ul style="list-style-type: none"> Prepare cleaning solution using detergent with warm water Use the three-bucket technique for mopping the floor, one bucket with plain water and one with the detergent solution. First mop the area with the warm water and detergent solution. After mopping clean the mop in plain water and squeeze it. Repeat this procedure for the remaining area. Mop area again using sodium hypochlorite 1% after

- drying the area.
- In between mopping if solution or water is dirty change it frequently.
- Mop the floor starting at the far corner of the room and work towards the door.
- Clean articles between cleaning.

Note: Mopping should be done

twice a day

Ceiling and Walls

Sweeping tool Duster Damp dusting

Bowl/ small bucket of soap solution
Plain water

- Damp dusting with a long handled tool for the walls and ceiling done with very little moisture, just enough to collect the dust.
- Damp dusting should be done in straight lines that overlap one another.
- Change the mop head/cover when soiled.

Note: Should be done once a week or after examining a suspect case

Care of mop

Hot water Detergent
Sodium hypochlorite 1%

- Clean with hot water and detergent solution, disinfect it with sodium hypochlorite and keep for

drying upside down.

Doors and door knobs

Damp cloth or Sponge squeeze mop Thorough washing
Detergent

- The doors are to be washed with a brush, using detergent and water once a week (on one defined day); gently apply cloth to soiled area, taking care not to remove paint, then wipe with warm water to remove excess cleaning agent.
- Door knobs and other frequently touched surfaces should be cleaned daily.

Isolation room

Detergent/ Sanitizer- warm water, Terminal cleaning
sodium hypochlorite (1%)

Three buckets (one with plain water
and one with detergent solution);

separate bucket for sodium
hypochlorite (1%)

- Before cleaning an isolation room, liaise with infection control team for details of any special requirements. Staff will be instructed on specific cleaning procedures required with reference to
- Safety uniform to be worn.
- Chemicals or disinfectants to be used.
- Also, if bed screen and shower screen are to be cleaned or changed, refer cleaning in isolation rooms.

All clinical areas/ Laboratories/ Wherever spill care is required	Sodium hypochlorite (1%) Rag piece Absorbent paper Unsterile gloves Spill care kit Mop Hot water	Blood and body fluid spill care	<ul style="list-style-type: none"> • Wear non-sterile gloves. • For large spills, cover with absorbent paper/ rag piece • if any broken glass and sharps, using a pair of forceps and gloves, carefully retrieve. Use a large amount of folded absorbent paper to collect small glass splinters. Place the broken items into the puncture proof sharps container. • Cover the spill with sodium hypochlorite(1%)for 10–20 minutes contact time. • Clean up spill and discard into infectious waste bin, and mop area with soap and hot water. • Clean the mop and mop area with 1% sodium hypochlorite. • Wash mop with detergent and hot water and allow it to dry.
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Stethoscope	Alcohol-based rub/Spirit swab	Cleaning	<ul style="list-style-type: none"> • Should be cleaned with detergent and water. • Should be wiped with alcohol based rub/spirit swab before each patient contact.
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BP cuffs and covers	Detergent Hot water	Washing	<ul style="list-style-type: none"> • Cuffsshouldbewipedwithalcohol- based disinfectant and regular laundering is recommended for the cover.
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Thermometer	Detergent and water Alcohol rub Individual thermometer holder	Cleaning	<ul style="list-style-type: none"> • Should be stored dry in individual holder. • Clean with detergent and tepid water and wipe with alcohol rub in between patient use. • Store in individual holder inverted. • Preferably one thermometer for each patient.
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Injection and dressing trolley	Detergent and water Duster Disinfectant (70% alcohol)	Cleaning	<ul style="list-style-type: none"> • To be cleaned daily with detergent and water. • After each use should be wiped with disinfectant.
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Refrigerators

Detergent and water
Absorbent paper or clean cloth

Cleaning (weekly)

- Empty the fridge and store things appropriately.
- Defrost, decontaminate and clean with detergent.
- Dry it properly and replace the things.
- Weekly cleaning is recommended.

Area/Items

Item/Equipment

Process

Method/ procedure

Lodging area

General cleaning

Detergent and

Daily mopping

- Scrub floors with hot water and detergent with using minimal water. (Do not pour the water.)
- Clean with plain water.
- Allow to dry
- Hypochlorite 1% mopping can be done.

warm water

Floors

Note: Recommend general cleaning procedure should be done twice a day

Mop

Two buckets Clean

Thorough

utility gloves

washing

Handmops

Lockers, tables, cupboard, wardrobes, benches, shelves and cots

Damp duster Warm water
Detergent Dry duster

Damp dusting

- Damp dust with warm water and detergent.

Railings

Detergent/ Sanitizer-hot water, sodium hypochlorite 1%

Daily dusting

- Damp dust with warm water and detergent followed by disinfection with hypochlorite

Three small buckets/ or big bowls
 One with plain water
 One with detergent solution
 One for sodium hypochlorite 1%

Mirrors and	Warm water	Cleaning	<ul style="list-style-type: none"> Using warm water and a small quantity of detergent and using a damp cloth, wipe over the mirror and surround, then using a dry lint-free cloth, buff the mirror and glass to a clean dry finish.
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Glass	Detergent water/ cleaning solution Damp cloth Wiper		
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Sluice room steel/ Any other sink	Stainless Powder cleanser Detergent powder Wiper Cloth	Cleaning	<ul style="list-style-type: none"> Sinks are to be cleaned with a powder cleanser. First wet the sink. Sprinkle on a little powder cleanser and work around the surface with a cloth, include the plug hole. Do not use the powder cleanser on a dry sink. After removing spillage and any stains, flush away with running water. Wipe down the surface of the sink.
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Pantry furniture	Duster	Dusting	<ul style="list-style-type: none"> Damp dust
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Telephone	Warm water detergent solution Duster	General cleaning	<ul style="list-style-type: none"> Damp dust with warm water and detergent. Paying special attention to the ear and mouth piece and dry it properly.
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Desks	Damp cloth Furniture polish	Dusting	<ul style="list-style-type: none"> Wipe top sides and draw handles with a damp cloth. Wooden desks should be cleaned with furniture polish and buffed to clear glows. Pen holder etc. to be cleaned or dusted.
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Chairs (Vinyl)	Warm water and detergent	Cleaning	<ul style="list-style-type: none"> Wipe down with warm water and detergent. Remove any marks under arms and seat. Check for damage to stoppers, if stopper require replacement, report to maintenance department.
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Furniture and fittings	Warm water and detergent Rag piece	Dusting	<ul style="list-style-type: none"> Using warm water and detergent, damp dust all furniture and fittings, including chairs, stools, beds, tables, cupboards, wardrobes, lockers, trolleys, benches, shelves and storage racks, waste/ bins, fire extinguishers, oxygen cylinders, televisions window sills and dry properly.
Bed tables, bedside lockers	Warm water and detergent Wiper Duster	Cleaning	<ul style="list-style-type: none"> Wipe down over bed table. Wipe top and underneath base and stand, using warm water and detergent. Dry on completion. Wipe down the bedside. Remove marks from fronts of draws and sides. Using warm water and detergent, wash the top to remove any sticky marks and dust.
Light switches and over-bed lights	Damp cloth (never wet) Detergent Warm water	Cleaning	<ul style="list-style-type: none"> Light switches to be cleaned of dust, spots and finger marks. Clean with a damp cloth (never wet) and detergent. Over-bed lighting to be damp dusted. Clean with warmwater and detergent.
Curtains	Soft clothes Water Mild soap solution	Cleaning	<ul style="list-style-type: none"> Clean with water and soap for curtains
White clothes	Sodium hypochlorite 1% Tap water	Washing	<ul style="list-style-type: none"> Should be washed under running water and soaked in 1% sodium hypochlorite for 20minutes. <p>Note: PPE should be worn while washing soiled linen.</p>
Mattress and pillow covers (cloth)	Tap water	Washing	<ul style="list-style-type: none"> Mattress and pillows should be covered with a reusable mattress cover. It should be changed for each patient and when soiled sent to the laundry according to schedule.
Mattress/ Pillow with rexin cover	Sodium hypochlorite 1%	Terminal Damp dusting and cleaning	<ul style="list-style-type: none"> If with rexin cover, can be cleaned with 1% sodium hypochlorite before use for next patient If routine mattress, dry it in bright sunlight for 1-2 days before using for next patient
Normal/ without rexin	Sunlight	Drying in sunlight	
Water jars	Vim powder Soap and water	Cleaning	<ul style="list-style-type: none"> Recommended boiled water for drinking Water jars should be scrubbed/ cleaned with soap and water and

boiled water before filling withwater.

Areas	Agents / Toilet cleaner	Procedure
Cleaning of toilets		
Toilet pot/ commode	Sodium hypochlorite 1%/ Soap powder / long handle angular brush	<ul style="list-style-type: none">● Inside of toilet pot/commode:● Scrub with the recommended agents and the long handle angular brush.● Outside: Clean with recommended agents; use a nylon scrubber.
Lid/commode	Nylon scrubber and soap powder	<ul style="list-style-type: none">● Wet and scrub with soap powder and the nylon scrubber inside and outside
Toilet floor	Soap powder and scrubbing brush/ nylon broom	<ul style="list-style-type: none">● Scrub floor with soap powder and the scrubbing brush● Wash with water● Use sodium hypochlorite1% dilution
Tap	Nylon scrubber and soap powder	<ul style="list-style-type: none">● Wet and scrub with soap powder and the nylon scrubber.
Outside sink	Soap powder and nylon scrubber	<ul style="list-style-type: none">● Scrub with the nylon scrubber.
Showers area / Taps and fittings	Warm water Detergent powder Nylon Scrubber	<ul style="list-style-type: none">● Thoroughly scrub the floors/tiles with warm water and detergent● Wipe over taps and fittings with a damp cloth and detergent.● Care should be taken to clean the underside of taps and fittings.● Taps should be dried aftercleaning
Soap dispensers	Detergent and water	<ul style="list-style-type: none">● Daily dusting● Should be cleaned weeklywith detergent and water and dried.

Note: Dry the floors with a separate drying mop.

Service Formula:

Number of cycles*Total Area in Sq. Metre*Frequency of service*Standard unit rate per frequency per cycle

MoHFW Guidelines may be accessed from the below mentioned link:

Nano tech/Laser cleaning/Antimicrobial Coating Service – SLA and Guidelines

Over and above the Service Level Agreement (SLA) which is applicable for Cleaning & Sanitation Service, if the buyer selects Nano tech/Laser cleaning/Antimicrobial Coating Service as nature of service, the following will also constitute the SLA for buyers and service providers:

- Microbial Assessment of all high touch surfaces before service using ATP Detection Method or TVC Culture Test to know the current level of risk.
- Disinfection of the whole of indoor areas of the facility using government approved chemical through ULV Fogging method to kill all microbes from every hard and soft surfaces.
- Electrostatic Application of Organosilane Antimicrobial to protect the whole of indoor areas of the facility for a minimum period of 30 days. The antimicrobial protection to be applied on every hard and soft surface.
- Microbial assessment of all high touch surfaces post service on the same day using ATP detection method or TVC culture test.
- Periodic microbial assessment every 15 days of all high touch surfaces post service on the same day using ATP detection method or TVC culture test to analyze the efficacy of antimicrobial treatment and planning for re-treatment cycle.

Scope and Guidelines for Healthcare Space

Over and above the Service Level Agreement (SLA) which is applicable for Cleaning & Sanitation Service, if the buyer selects Healthcare as type of space, the guideline as mentioned in the National Guidelines for Clean Hospitals 2015 will also constitute the SLA for buyer and service providers.

https://main.mohfw.gov.in/sites/default/files/7660257301436254417_0.pdf

शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-01-24 10:00:00
2. GeM-Bidding-Corr-5804485-3.pdf : [यहां क्लिक करें | click here](#)

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Geographical presence: Registered Office or one of the Branch Offices at X locations : The Bidder should have GST Registration certificate, EPF & ESI Registration in West Bengal. The bidder must have its registered office in West Bengal and documentary evidence to that to be submitted.
2. Scope of Work for the Service : [click here](#)
3. List of Consumable Required : [click here](#)
4. List of High End Machinery Required : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%) :	3.00

बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा | The bidder shall furnish ePBG as applicable as per bid's terms and conditions

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

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

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Service & Support:

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

2.3 Generic

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

2.4 Certificates:

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

2.5 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

2.6 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.7 Service & Support:

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

2.8 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.9 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.10 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Minimum Average Annual Turnover of the bidder (For 3 Years) mentioned in Page 1 of the GeM Bid Number: GEM/2023/B/4399837 Dated: 02-01-2024 should be read as "26 Lakh (s)" instead of "53 Lakh (s)"

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

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