



Tender

for

Providing Sanitation Services for the Teaching Hospitals and Government Medical/Nursing/Dental colleges under the control of DME institutions in Zonal Wise Package 3 (NTR, Krishna, Guntur, Prakasam, Nellore, Tirupati Districts)

Tender No. :

**Andhra Pradesh Medical Services & Infrastructure Development Corporation
(APMSIDC) Department of Health, Medical & Family Welfare
Government of Andhra Pradesh**

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Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) on behalf of "Director of Medical Education, AP" representing the Governor of Andhra Pradesh for the State of Andhra Pradesh is procuring services related to sanitation services.

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1. Introduction

The Director of Medical Education ensures the smooth functioning of all medical colleges and attached teaching hospitals, nursing schools and nursing colleges.

The main functions and services of the Directorate are:

- A. To provide Specialist medical care and medical facilities to people through hospitals.
- B. To impart quality medical education to undergraduates, P.G. and super specialty postgraduates through medical colleges and teaching hospitals.
- C. To provide training in para-medical courses like nursing and medical and laboratory technology, etc. through medical colleges and teaching hospitals

The sanitation tender is divided into four zonal packages which is provided below:

Sr. No.	Package	Zone / Districts Covered for DME Institutions
1	Package - I	1) Srikakulam 2) Vizianagaram 3) ASR 4) Kakinada 5) East Godavari 6) Eluru
2	Package - II	1) Visakhapatnam
3	Package - III	1) NTR 2) Krishna 3) Guntur 4) Prakasam 5) Nellore 6) Tirupati
4	Package - IV	1) Ananthapuramu 2) Annamayya 3) YSR Kadapa 4) Kurnool 5) Nandyal

In this tender, the scope is restricted to Package – III for DME Institutions in the districts of NTR, Krishna, Guntur, Prakasam, Nellore, Tirupati in the State of Andhra Pradesh.

2. Bid Data Sheet (BDS)

S. No	Information	Details
1.	Tender Inviting Authority (TIA)	Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), Government of Andhra Pradesh on behalf of “Director of Medical Education, AP” representing the Governor of Andhra Pradesh for the State of Andhra Pradesh
2.	Purchaser/Client	Directorate of Medical Education, AP representing the Governor of Andhra Pradesh for the State of Andhra Pradesh
3.	Name of Tender	Providing Sanitation Services for the Teaching Hospitals and Government Medical/Nursing/Dental colleges under the control of DME institutions in Zonal Wise Package 3 (NTR, Krishna, Guntur, Prakasam, Nellore, Tirupati Districts)
4.	Contact details of Tender Inviting Authority	Designation: Chief Engineer - APMSIDC Address: 2 nd Floor, PHYCARE Building, Plot No. 9, APIIC IT Park, Survey No. 49, Near Visalandra Printing Press, Autonagar, Mangalagiri, Andhra Pradesh - 522503 E-mail id: apmsidcsanitation@gmail.com
5.	TENDER reference number
6.	Date and time of publishing of TENDER on e-Procurement portal
7.	Non-Refundable Tender Processing Fee	The tenderer shall remit Processing fee of Rs. 50,000/- (Fifty Thousand) online through AP E-Procurement portal. Failure to pay the Processing fee in the aforesaid manner will entitle for rejection of the bid.
8.	EMD	a) The bidders can pay Rs. 1,00,00,000/- (Rupees One Crore only) by way of unconditional and irrevocable Bank Guarantee issued by any Nationalized Bank /scheduled bank in the standard format as shown in the Tender Schedule drawn in favour of Managing Director, APMSIDC, Mangalagiri. BG towards EMD has to be

S. No	Information	Details
		<p>scanned and uploaded. The Bank Guarantee shall be valid for 6 Months from the date of Notice Inviting Tender.</p> <p style="text-align: center;">Or</p> <p>b) As per G.O.Ms.No.12 of Information Technology, Electronics & Communications Department dated 01.06.2016:</p> <p>i) The bidders can pay the EMD using Net banking/RTGS/NEFT, the bidders should pay EMDs from their registered bank accounts and the unsuccessful bidders EMDs will be refunded to their registered bank accounts in the new e Procurement system.</p> <p>ii) The bidders can also pay the EMDs using Credit Card / Debit Card, as per the VISA/Master Card Guidelines, return of EMD will be only to the Originating Card from which payment was made, as per the standard practice of Credit Card / Debit Card refunds.</p> <p>Note:</p> <p>1) Proof of paying EMD through Net banking / RTGS / NEFT / Credit Card / Debit Card shall be scanned and uploaded along with other documents / certificates.</p> <p>2) As per GO.Ms.No.50 of Water Resources (Reforms) Dept., dt.15-10-2020 the bidder has to ensure that the Bank Guarantee issuing Bank shall confirm the genuineness of the Bank Guarantee and the same shall be sent to the mail id apmsidcsanitation@gmail.com on or before 5.30 PM on</p>
9.	Method of evaluation of bids	Lowest cost bidder (L1) with reverse tendering /auction
10.	Last date, time (deadline for receipt of proposals in response to this tender notice through e-procurement portal, GoAP including scanned copies of tender fee and EMD

S. No	Information	Details
11.	Date and time of opening of Technical Bids on e-Procurement portal
12.	Address, date and time of submission of Annexure 4(a) and 4(b) (Hardcopy submission) Address: 2 nd Floor, PHYCARE Building, Plot No. 9, APIIC IT Park, Survey No. 49, Near Visalandra Printing Press, Autonagar, Mangalagiri, Andhra Pradesh - 522503
13.	Date and time of Opening of Financial Bid on e-Procurement portal	To be announced later
14.	Date and time of Reverse Tendering / Auction process	To be announced later
15.	Duration for Reverse Tendering / Auction	Reverse tendering / auction shall be conducted for 3 hours and extended further based on rules mentioned in Section 6.4
16.	Bid validity period	180 days
17.	Contract period	3 years

Checklist for the Bidder

QUALIFICATION INFORMATION

2.1 Checklist to accompany the tender:

Documents to be submitted by tenderer on thee-procurement platform on line

Sl. No.	Document to be uploaded to profile	Description to be given	Scanned documents to be uploaded	Gist of Document	Page No.
1.	Registration documents of bidders Agreement of Joint Venture (In case of JV) Partnership deed in case of firms & Article of Association in case of companies	Registration Agreement of JV	Yes / No		
2.	Copy of Permanent Account Number (PAN) card and copy of latest Income Tax returns submitted along with proof of receipt.	PAN & ITCC	Yes / No		
3.	Certificates in support of annual turnover	Annual turnover CA Certificate	Yes / No Yes / No		
4.	Experience certificates of general experience	Similar work	Yes / No		
5.	Experience certificates of hospital experience	Similar work	Yes / No		
6.	Information on blacklisting	Undertaking	Yes / No		
7.	Processing fee in favour of MD, APMSIDC	Processing fee	Yes / No		
8.	E.M.D (Scan copy to be uploaded in case of BG) Notarized Affidavit mentioning	EMD	Yes / No		

Sl. No.	Document to be uploaded to profile	Description to be given	Scanned documents to be uploaded	Gist of Document	Page No.
	that information in the document submitted is genuine				
9.	GST Registration	GST	Yes / No		
10.	Undertaking of Tender	Undertaking	Yes / No		
11.	Scan copy of affidavit duly notarized of existing commitments and ongoing works	Affidavit	Yes / No		

Note:

1. Please upload documents in ZIP format with suitable description as defined above.
2. The scanned documents shall be legible failing which they will not be considered.
3. The format of B.G. towards E.M.D. should be adhered to as per prescribed format. Any deviation will result in making the bid non-responsive. Further all other B.Gs to be submitted at the time of agreement and for advance payment should also be in the formats prescribed in the bid document
4. All the statements copies of the certificates, documents etc., enclosed to the Technical bid shall be given page numbers on the right corner of each certificate, which shall be indicated in above column against each item.
5. The tenderer shall furnish mail id in undertaking of tender

3. E-Procurement process

Inviting Bids through e-Procurement Portal

- A. APMSIDC invites online bids through e-Procurement portal from eligible bidders for Selection of Service Provider for sanitation services for hospital and Medical/nursing Colleges.
- B. The Bidders shall submit their response through e-Procurement portal at <https://tender.apecurement.gov.in> or <http://www.apecurement.gov.in/> by following the procedure given below. Also <https://tender.apecurement.gov.in> or <http://www.apecurement.gov.in/> for participating in the reverse tender/auction
- C. A complete set of bidding documents can be downloaded from <https://tender.apecurement.gov.in> as per the date and time provided in the bid data sheet. However, the tenderer shall remit Processing fee of Rs.50,000/- (Fifty Thousand) online through AP E-Procurement Portal and
- D. All the participating bidders should pay a Transaction fee [(@0.03% of ECV (estimate contract value) with a cap of Rs.10,000/- for all works with estimated contract value up to Rs.50.00 Crores and Rs. 25,000/- for works with estimated contract value above Rs. 50.00 Crores + GST on transaction fee shall be payable to M/s. Vupadhi Techno Services Pvt. Ltd by using Credit cards (Any MASTER / VISA Card) issued by any bank or through net banking accounts with ICICI or HDFC Banks as per G.O.Ms.No.13 of IT&C Dept. Dt.07.05.06 with effect from 02.02.2007.
- E. A transaction fee at 0.10% of the estimate contract value of the work towards service charges has to be paid by successful bidder at the time of concluding agreement in the form of Demand draft as follows in favour of:
- Managing Director, APTS, Vijayawada (Towards 'e' procurement services at 0.04% of estimated contract value with a cap of Rs.10,000/- for all works with estimated contract value up to Rs.50.00 Crores and Rs. 25,000/- for works with estimated contract value above Rs. 50.00 Crores)
 - Managing Director, APMSIDC, Mangalagiri Rs._____/ - (@ 0.06% of estimate contract value)
- F. Eligible Bidders must submit their bids for the complete scope of work. Any bid submitted for incomplete scope shall be rejected.
- G. Issuance of Bidding Documents will not be construed to mean that such bidders are automatically considered qualified
- H. All bids must be accompanied by EMD, failing which the bid will be rejected
- I. All bids must be submitted on or before last date and time as mentioned in the bid data sheet, through e-Procurement portal only (online).

J. APMSIDC reserves the right to reject bids without assigning any reason whatsoever.

K. In the event of date being declared as a holiday, the date for submissions of bids and opening of bids will be the following working day at the appointed time.

Procedure for offer submission:

A. The Bidders shall submit their response through e-Procurement portal at <https://tender.apecurement.gov.in> or <http://www.apecurement.gov.in/> by following the procedure given below.

B. The Bidders shall register on the following websites to submit the bids online:

C. <https://tender.apecurement.gov.in> (for submission of technical qualification and price bid formats)

D. Offline bids will not be entertained by the Tender Inviting Authority for the tenders published in e-Procurement portal.

E. The Bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online formats displayed in e-Procurement website. The Bidders shall upload the scanned copies of all the relevant certificates, documents, etc., in support of their eligibility criteria/technical bids and other certificates/documents in the e-Procurement website. The Bidders shall sign on the statements, documents, certificates, uploaded by them, owning responsibility for their correctness/authenticity. The Bidders shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the Tender Notice and Bid Document. The uploaded documents should be clearly legible.

F. Digital Certificate Authentication: The Bidders shall authenticate the bid with their Digital Certificates for submitting the bid electronically on e-Procurement portal and the bids not authenticated by digital certificate of the Bidders will not be accepted on the e-Procurement portal.

G. APMSIDC shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the Bidders are found to be false/fabricated/bogus, such Bidders are liable for blacklisting, forfeiture of the EMD, cancellation of work and criminal prosecution.

H. Payment of Transaction Fee: All the participating bidders have to electronically pay a non-refundable transaction fee to M/s. Vupadhi Techno Services Pvt. Ltd., the service provider through "Payment Gateway Service on E-Procurement portal", as per the Government Orders placed on the e-procurement website.

I. Tender Document: The Bidders are requested to download the Tender Document and read all the terms and conditions mentioned in the Tender Document. The Bidders have to keep track of any changes by viewing the Addenda / Corrigenda issued by the Tender Inviting Authority from time-to-time, in the e-Procurement portal. The Department calling for Tenders shall not be responsible for any claims / problems arising out of this.

J. Bid Submission Acknowledgement: The Bidders shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the Bidders. Users may also note that the bids for which an acknowledgement is not generated by the e-Procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The APMSIDC and M/s. Vupadhi Techno Services Pvt. Ltd. are not responsible for incomplete bid submission by users.

K. How to Apply

- a) Click at <http://www.apecurement.gov.in> or <https://tender.apecurement.gov.in> to download e-Procurement notification.
- b) Read the complete document carefully.
- c) Complete bid to be submitted online only
- d) The system will generate an acknowledgement with a unique offer submission number on successful completion of the above process.

4. General References

- a) The Procurement process shall be done by Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) on behalf of “Director of Medical Education, AP” representing the Governor of Andhra Pradesh for the State of Andhra Pradesh
- b) Andhra Pradesh Medical Services & Infrastructure Development Corporation is hereafter referred to as “Tender Inviting Authority” in this document.
- c) Director of Medical Education, AP representing the Governor of Andhra Pradesh for the State of Andhra Pradesh shall sign and implement the contract with the successful bidder.
- d) Director of Medical Education, AP representing the Governor of Andhra Pradesh for the State of Andhra Pradesh hereafter shall be referred as “Client” in this document.
- e) Implementing authority means the authority nominated by the Client
- f) The Applicant who is providing response to this bid is hereafter referred as “Bidder/Tenderer/Contractor/Agency” in this document.
- g) The Bidder who is successful in post evaluation of proposals according to terms and conditions of this tender is hereafter referred to as “Selected Bidder”
- h) The Selected Bidder to whom the client issues the LOA shall be referred in this tender as “Service Provider”.

4.1 Note

4.1.1 Bidders /Firms /Joint Ventures /Contracting firms ineligible to Tender:

- i) A retired officer of the Govt. of AP or Govt. of India executing services is disqualified from tendering for a period of two years from the date of retirement without the prior permission of the Government.
- ii) The bidder who has employed any retired officer as mentioned above shall be considered as an ineligible tenderer.
- iii) The bidder himself or any of his employees is found to be Gazetted Officer who retired from Government Service and had not obtained permission from the Government for accepting the contractor’s employment within a period of 2 years from the date of his retirement.
- iv) The bidder or any of his employees is found at any time after award of contract, to be such a person who had not obtained the permission of the Government as aforesaid before submission of the tender or engagement in the bidder’s service.
- v) Bidder shall not be eligible to tender for services in the division / circle where any of his near relatives are employed in the rank of Assistant Engineer or Assistant Executive Engineers and above on the Engineering side and Divisional Accounts Officer and above on the administrative side. The bidder shall intimate the names of persons who are working with him in any capacity or are subsequently employed. He

shall also furnish a list of Gazetted /Non-Gazetted, State Government Employees and any of those within the meaning of public servants defined under Indian Penal Code and prevention of corruption Act, including those held or holding any political posts related to him.

Note: Near relatives include

1. Sons, step sons, daughters, and stepdaughters.
2. Son-in-law, and daughter-in-law.
3. Brother-in-law, and sister-in-law.
4. Brothers and Sisters.
5. Father and Mother.
6. Wife / Husband.
7. Father-in-law and Mother-in-law
8. Nephews, nieces, uncle and aunts
9. Cousins and
10. Any person residing with or dependent on the bidder.

- vi) **Eligibility limitations to bid from any debt restructuring:** The Bidder either individual or other legal entity like JV or Partnership or even any member of the JV / partnership applied for or availed corporate debt restructuring / strategic debt restructuring and not cleared the loan for more than six years/ whether DRT/ NCLT proceedings pending or not, is not eligible to participate in the bid.

- 4.1.2 **EMD and existing commitments:** The submission of original Hard copies of the uploaded scan copies of DD/BG towards EMD by participating bidders to the tender Inviting authority before opening of the price bid is optional as per Govt. Memo No.ICDO1-COOR0MISC/22/2020/ REFORMS, Dt.27.03.2020. In case the bidder opts to submit non originals hard or soft copies, the bidder shall file scanned copy of an affidavit duly notarized to the effect that the information in the documents submitted is genuine and true with undertaking for criminal prosecution if anything found in the information is untrue besides right of the employer to terminate the contract and for other legal recourse.

Where the bidder submits that there are no existing commitments and ongoing works anywhere in the country, he shall file an affidavit to that effect duly notarized with undertaking for criminal prosecution if anything found in the affidavit information is untrue besides right of the employer to terminate the contract and for other legal recourse.

- 4.1.3 **Submission of Annexure 4(a) and 4(b):** The bidder shall submit hard copy of Annexure 4(a) and 4(b) in sealed cover within the date and time mentioned in the BDS. The sealed covers of only those bidders who are declared L1 after the reverse

tendering shall be opened. The sealed covers of remaining unsuccessful bidders shall not be opened and returned after agreement conclusion with the successful bidder.

5 Detailed Scope of Work of Service Provider

Providing services to sanitation and hygiene within the DME Institutions (which include Teaching Hospitals, Super Specialty Hospitals etc.), Medical Colleges, Dental Colleges, Nursing Colleges and respective Hostels of the AP. within the state which include buildings and appurtenant sites of the premises at all times up to specified levels of quality standards under the contract. The scope of work defined below:

5.1) Schedule of Quantity

- i. The responsibility of the Agency extends to the quantities specified in the schedule in **Form 1** in relation to the hospitals / colleges including hostels.
- ii. The schedule specifies the carpet area in each of the hospitals / colleges, of the facilities of various types like wards, operation theatres, intensive care units, administrative areas, classrooms, labs, workshops, auditoriums, hostels etc., and also the open area.
- iii. Head of the Department, based on the recommendation of the implementing authority, may enhance the area or even include additional institutions / facilities due to upgradation/construction of new hospitals / colleges / buildings / hostels / facilities, or to reduce the schedule' area due to closure of any block / facility. Suitable price adjustments shall be made consequent upon such increase or decrease in the schedule of quantities, on a "Pro Rata" basis. The payment shall be made for the actual areas under the service time to time from any increase or decrease as the case may be.
- iv. Prices quoted are inclusive of supply of chemicals specified for cleaning and lifting and disposal of normal waste and biomedical waste as specified in the document also inclusive of all taxes, cess, fees etc. payable if any thereon and on equipment and for the services.
- v. The agency shall provide all men & machinery for maintenance of sanitation services of hospitals and colleges. Irrespective of the additional mechanized equipment like scrubbers, driers, jet pumps for cleaning etc., provided by the agency, there shall be **no reduction of minimum manpower requirement** for a hospital.

5.2) Cleaning

The Agency shall be responsible for cleaning of the entire area shown in the Form 1. The following specific responsibilities have to be carried out with regard to cleaning activities:

- i. Floor area: The Form 1 specifies the floor area of facilities. Disinfectants, cleaning equipment and chemicals specified in Form 2 should be used every time for cleaning. Wet floor signs are to be used to prevent injuries from slipping.

- ii. The internal hospital premises shall be cleaned before 8.00 AM every day on priority basis and subsequent cleaning as per enclosed service standards.
- iii. Toilets, Bathrooms & Sinks: Cleaning of the toilets, bathrooms and sinks and maintenance in a sanitized condition is extremely important from the point of overall sanitation of the hospital. The following specifications are made in this regard:
 - a. Disinfectants and chemicals specified in Form- 2 should be used invariably every time for cleaning of the toilets.
 - b. The toilets shall be kept dry by mopping up as frequently as needed.
 - c. Adequate number of attendants should be posted at the toilets not only to ensure proper maintenance, but also to educate patients and their attendants in the proper use of toilets and to prevent misuse resulting in dis-function of the toilets.
 - d. Any blockages in toilets or drainages connected to the toilets shall be cleared within an hour's time from the time it is noticed. For this purpose, special sanitary plumbers have to be posted in the hospital on round the clock basis.
 - e. It shall be the responsibility of the Agency to ensure that the running water is available in all the toilets and sinks at all times. While the responsibility of availability of the water supply to the hospital/college is that of the hospital/college administration, the maintenance of the entire water distribution network within the hospital/college shall be that of the Agency.
 - f. Patient check out cleaning is to be done as and when a patient is discharged irrespective of the schedule. This includes shifting of soiled linen, cleaning the room / area: washroom and all the furniture.

5.3) Drainages & Sewerage

- i. Drainages specified in the Form 1 shall be cleaned at least twice a day so as to maintain continuous flow and to avoid scope for blockages. All drains including the underground drainage within the hospital premises has to be maintained by the agency.
- ii. Any maintenance requirement relating to the drainage facility shall be the responsibility of the Agency and should be immediately attended to within two hours from the time of informing it.
- iii. Periodical maintenance of sewerage system is the responsibility of the agency and silt in sewerage lines, manholes etc., to be cleaned by the agency as and when required and generally once in a month and at any cost.

5.4) Open premises.

- i. It is the responsibility of the Agency to keep the entire open premises of the hospital/college including hostels in a clean and tidy. The agency shall deploy sanitation workers for the open premises at the rate of 1 per 6000 Sq. Yards per day.
- ii. The garbage and litter caused by patients, attendants, or employees shall be cleared instantaneously by deploying required number of sweepers in the premises, especially during the peak OP (Out Patient) hours i.e. from 8 am to 2 pm.
- iii. An appropriate number of garbage bins shall be arranged by the Agency, at conspicuous points for use by the patients, students, attendants and employees. The bins shall be cleared at least three times during a calendar day. Where the bins are observed to be over-flowing frequently, additional bins or larger bin (s) shall be arranged by the Agency. The areas surrounding each bin shall be disinfected and mopped each time the bin is cleared.
- iv. The open area specified in Form- 1 shall be landscaped by the hospital / college authorities. Such landscapes are to be maintained in consultation with the management of the Institutions. The scope of the agency is limited to watering the existing greenery. The capital expenditure for landscaping and establishing the gardens and lawns shall be borne by the management, subject to availability of budget. The responsibility of maintenance shall be that of the Agency.

5.5) Waste disposal

- i. Normal waste: The normal waste arising out of routine hospital/college/hostel activities through the cleaning operations shall be disposed off at the designated collection points within the Institution premises to be specified in this regard. The Agency shall coordinate with the Municipalities / Gram Panchayats for timely clearance of the garbage. The trash bags for collection of normal waste shall be supplied by the Agency and shall be tied at the top after they are 2/3 full. The trash bags will be transferred to a common collection point as soon as they are ready for removal. Additional normal waste bins, if any required over the available normal bins shall be provided by the Agency as per the request of the implementing authority. Agency shall strive to recycle the waste generated at the extent possible by coordinating with waste recycling companies.
- ii. **Bio-medical waste:**
 - a) The bio-medical waste shall be collected, strictly following the standards and norms laid down in Form 3 on a daily basis. In case of heavy patient load, the bio-medical waste may be collected twice in a calendar day in appropriate colour coded bags. Additional Bio-medical waste bins, if any required over the available Bio-medical bins shall be provided by the Agency as per the request of the implementing authority.
 - b) Supply of color-coded bags and collection of Bio medical waste is the responsibility of the agency. The colour coded bags to be used by the agency shall strictly confirm to the specifications approved by the Pollution Control Board, failing which the agency will

be held responsible for the penal actions initiated by the concerned Pollution Control Board authorities. The segregation of Bio Medical waste is the responsibility of the Hospital authorities and the segregated Bio Medical wastage to be kept by the agency at the place identified by the Superintendent of the Hospital/Principal.

- c) Transfer of the waste from the site of origin to the site of waste disposal should be done in airtight containers to avoid smell in the corridors while transporting. It is the responsibility of the agency to provide airtight containers and trolleys for the purpose and strictly as per statutory norms in this regard. The Disposal of Bio Medical waste is the responsibility of the Superintendent of the Hospital/Principal.
- d) Additionally agency should make sure to maintain following biomedical waste bins, 1 set in each -
 - i. Wards
 - ii. Operation Theatres
 - iii. Out Patient Department
 - iv. Ladies Hostel

5.6) Education

The Agency shall be responsible to educate employees, patients and their attendants on the need for keeping the hospital facilities and premises neat and clean at all times. This shall be achieved by undertaking a series of activities as may be required including the following:

- a) Frequent announcements may be made in the local language in areas where there is much gathering of people like in the OP areas, attendant facilities, main entrance etc. and appropriate public address system may be arranged by the Agency for this purpose. The volume should be low and soft so as not to cause noise pollution and irritation to the public.
- b) Appropriate posters may be designed and affixed at relevant places to educate the public on hand hygiene and on the proper usage of the toilets, sinks etc., and also advising against spitting and littering at any place in the hospital.
- c) Sanitary inspectors shall be posted by the Agency at all conspicuous places where the people gather and also near each toilet place to prevent misuse. The Agency may also ensure a system like reprimanding or penalizing the persons found to be misusing the premises despite advice but has to take written permission from Superintendent and all such proceeds if any shall be shared between agency and institute.
- d) It may be noted that though educating the public is one of the responsibilities of the Agency, at the same time, ensuring that the premises is neat and clean and meeting the specified sanitation standards is also squarely that of the Agency.

Training: In addition to the frequencies and specifications for cleanliness, it is suggested that all agencies providing staff are required to train this staff before joining, with refreshers every three months.

5.7) Personnel

- i. The Agency shall deploy such number of personnel of various categories like sanitary workers, sanitary supervisors and managers, as are required to execute the entire scope of work defined in this Section. The deployment should be designed for 3 shifts i.e., (i) from 6 am to 2 pm; (ii) from 2 pm to 10 pm and (iii) 10 pm to 6 am.).
- ii. It is the responsibility of the Agency to estimate the accurate requirement of staff on a day to day and month to month basis and provide supplementation as needed so as to comply with the service levels, for the upkeep of the sanitation.
- iii. The Agency shall ensure that the entire staff deployed by it should be highly disciplined, maintain punctuality and refrain from any arguments or disputes with the employees, patients or their attendants. The staff/ workers of the agency are prohibited from using and / or possessing alcohol or un prescribed drugs while on duty.
- iv. The Agency shall deploy female personnel to work in the labor rooms and obstetrics/gynecology patient rooms and female wards. Further the agency shall deploy male personnel at places requested by the implementing authority.
- v. The personnel employed shall be clean and wear a clean uniform at all times when on duty. Fingernails shall be clean and free of dirt, and hair is neatly combed.
- vi. It shall be the responsibility of the Agency to comply with the various statutory requirements and labor laws in relation to payment of minimum wages, effecting statutory recoveries and filing of the statutory returns. G.O. Rt. No 549 HM & FW (H2) Department, Government of AP dated 26.10.2019 should be strictly followed. The salary of Rs. 16,000 mentioned in the GO shall also include—Agency's contribution of ESI and EPF. In case of any revisions, orders from the Govt. related to this matter by from time to time will be applicable, and monthly payments are to be made accordingly as per the actual deployment. The salary breakup is attached as Annexure 10 and this is to be followed scrupulously by the agencies while making payments to the sanitation workers.
- i. All staff salaries by the agency shall be paid to staff bank accounts and no cash to be given as salaries to the staff under this contract.
- ii. The age limit of sanitary workers should not exceed 50 Years.
- iii. Uniform shall be provided for different categories of the personnel deployed by the Agency at its own cost. The Agency shall supply the required number of uniforms annually and also pay appropriate uniform allowance to enable the employees to maintain the uniforms. Failure to wear the uniform by any member of staff on duty shall be treated as a violation by the Agency. Lapel card bearing the name of the

employee with code number and a photo ID card shall also be supplied to all of the employees by the Agency at its cost (uniform should be approved by the Client).

- iv. The workers deployed for handling hazardous materials or chemical for cleaning toilets or in the collection of bio-medical waste shall be provided appropriate protective gear like shoes, aprons, gloves etc., at the cost of Agency.
- v. The Agency should maintain one housekeeper in charge during each shift who can be contacted in case finding deficiency in the areas of service.
- vi. The staff should register their daily attendance through FRS (Face Recognition System) mechanism in the hospital / colleges / institutions for proper monitoring of the agencies manpower by the implementing authority.
- vii. The agency should provide minimum number of Sanitary Workers including supervisory staff at the rate of -

For DME Hospitals:

- a. 1 person for 15 beds in first shift (i.e, From 6 AM to 2 PM)
- b. 1 person for 25 beds in the second shift and (i.e., From 2 PM to 10 PM)
- c. 1 person for 35 beds in the third shift (i.e., 10 PM to 6 AM)

For DME Colleges including Hostels:

1 per 7500 Sft. per day.

Note:

In case of Hospitals, if there are 15 beds in hospital, as per first shift, 1.5 person shall be present as per norms provided above. Therefore, in case, there is decimal no. in number of person due to norms, then the rounding off to be done for closest integer. Hence, the no. of person required in first shift shall be 2. Similarly, if there are 12 beds in hospital, as per first shift, 1.2 person should be present as per norms provided above, then rounded off to closest integer, 1 person is required in first shift. The sanctioned bed strength for that institution is to be considered for the calculation of manpower required.

- i. In addition, sanitation workers shall be deployed for the open premises in Hospitals & Medical Colleges, Dental Colleges and Nursing colleges including Hostels, at the rate of 1 per 6000 Sq. Yards per day. In case, if the open premises is less than 6000 sq. yard in hospital then 1 no. shall be considered for deployment for DME institutions. Further, the agency shall maintain at least additional 5% reserve of employees at various levels (i.e. sanitation workers, supervisors) so as to ensure provision of uninterrupted services at the hospital and for reserve staff calculation, in case, there is decimal no. in number of person due to norms of 5%, then the rounding off to be done for closest integer. The Superintendent of the hospital/Principal reserves the right to request the service provider to replace any member of the staff in the event of indiscipline or inefficiency.

- ii. The staff shall be deployed on 24x7 basis with proportionate deployment in each shift keeping in view the variation of workload in the 1st, 2nd and 3rd shifts.
- iii. It shall be the responsibility of the Agency to ensure that the staff deployed in the hospital is adequately immunized against communicable diseases and occupational diseases and to undertake health check-ups for all the staff at least once in 6 months.
- iv. The Agency shall be liable to pay any compensation for any illness or injury occurring, to any of the staff member deployed by it in the performance of their duties. The hospital administration shall be indemnified against all or any such claim in this regard.
- v. It shall be the responsibility of the Agency to comply with the various statutory requirements and labor laws in relation to payment of minimum wages, effecting statutory recoveries and filing of the statutory returns. The agency should pay E.S.I, EPF payments regularly and submit the previous month of those payment receipt to the Superintendent/Principal/concerned Authority every month along with monthly invoice. On production of such proof only subsequent payments will be paid by the concerned authority. In case of any lapses from the agency's end, action will be initiated for termination of the contract.
- vi. The agency has to maintain separate sanitation workers for ICU / Labour room / OT / building areas / Open areas etc., and they cannot inter change without written permission from the competent authority.
- vii. There is no question of exemption of service delivery on public holidays, but for to arrange necessary staff and provide OT if any or compensatory holiday if any and without violation of labour legislation provisions and rules.
- viii. No Diversion of Staff: No diversion of staff for other duties should take place.
- ix. The agency should provide the following:
 - Uniform: At least 3 pairs of uniform per annum. For ladies, the agency may provide the Punjabi dress with matching colors and pattern. The uniform for supervisors deployed by the agency should be "Safari Suit".
 - Training: All staff must receive adequate training to be able to safely perform the role asked from them.
 - Supply of Personal Protective Equipment (PPE): All the health care workers appointed by the agency need to be provided adequate colour coded uniforms and personal protective equipment (cap, mask, Industrial gloves, boots, etc.). A separate register should be maintained for protective equipment.
 - The colour and the pattern of the uniform will be decided by the Head of Implementing Agency i.e., Client

- The agency should maintain register mentioning the no. of staff with protective gear as mentioned in table below

Key Personnel	Protective Gears
Sanitation Supervisor	Wear Cap, Mask, Glove and Shoe during visit to wards and risk areas
Cleaning and Sanitation Worker	Wear Cap, Mask, thick Glove and Gumboots whenever at work

5.9) Supervision:

5.9.1. The agency should establish one front office at a place suggested by the implementing authority. One responsible person should be always available i.e., round the clock in the front office. The intercom facility will be provided by the Hospital authorities.

5.9.2. Deployment of Supervisory staff for monitoring system by the agency:

- The Agency shall deploy, at its cost, adequate number of qualified and experienced supervisory staff, in any case, for DME institutions, not less than 1 supervisor for every 15 sanitation workers (excluding reserve staff) deployed in each shift where the workers strength is 15 or more (excluding reserve staff) and minimum 1 supervisor where even the workers strength is less than 15 (excluding reserve staff) in each institution. In any case, there is decimal no. in number of supervisors due to norms specified, then the rounding off to be done for closest integer. The institution which has total requirement of only one supervisor then that supervisor should be available during the peak times and further should be available on call and also visit institution whenever required. A responsible person should be available at the front office round the clock.
- The minimum qualification requirement for the supervisory staff should be Bachelor degree holder, in any discipline.
- Further, for proper operation & maintenance, Graduates with office equipment and furniture shall be deployed by the agency for overall supervision and redressal of complaints, as detailed below:

Sl. No	Institution	Minimum No: of Graduates to be posted
1	Government General Hospitals	2
2	Specialty Hospitals (more than 100 beds)	1

5.9.3. The Agency shall create different levels of monitoring system with necessary supporting systems such as office equipment and furniture etc., to coordinate as detailed below:

- At Institution Level: To Co-ordinate with Implementing Agency.

b) At District Level: To Co-ordinate with District Level Monitoring Committee.

c) At Regional Level: To Co-ordinate with Regional Level Monitoring Committee (As per Package).

5.9.4. The quality of sanitation in all the areas and facilities specified in **Form - 1** shall be inspected by the Supervisory staff of the Hospital nominated by the Superintendent of the Hospital, consisting of RMO's, HOD's, Civil Surgeons and Asst. Surgeons and Supervisory staff of College nominated by the Principal. The Supervisory Officers shall make rounds in the areas allocated at the prescribed frequency every day and submit a report to the Superintendent/Principal in the prescribed format every day. A notice to the agency shall be issued frequently / regularly by the Implementing Authority duly notifying the deficiencies in the performance of the agencies. Supervisors shall be tagged department wise and each of the Supervisor will be reporting to their concerned HODs on daily basis. The performance will be evaluated based on the daily feedback and checklist reporting provided and signed by designated institution staff / head nurse designated by the Superintendent / concerned authority on agencies performance. Weekly web-based feedback & scoring (performance score based on predefined criteria) by the HODs will be collected on the vendors performance. Digital feedback system through QR & web based reporting will be followed for obtaining feedback from patients & visitors (for hospitals) and students (for college & hostels). This feedback is given weightage and considered in the calculation of the overall monthly Performance Score. Average of the weekly performance scores will be considered to arrive at the final monthly performance score for payment consideration.

5.10. Consequences of the Agency's failure to perform required services

Performance of the Agency will be evaluated on daily basis. The following aspects will also be considered.

- i. Discrepancies in work which affect the safety, health or comfort of the patients and cannot wait till the next scheduled performance will be recorded by unscheduled inspections which will be done more frequently in the specialized areas than the general and administrative areas.
- ii. Validated customer complaints.
- iii. Maximum allowable discrepancies will be fixed to enable an action to be initiated if the critical level is crossed by the superintendent/Principal and his decision will be final and binding.

5.11 It is the duty of the employer to see that the contractor has to take all necessary precautions and safety measures including of COVID-19 preventive conditions.

6 Conditions of Eligibility of bidders

6.1 Eligibility criteria

S. No.	Eligibility	Documents Required
1.	The bidder shall be a either Individual/ a partnership firm/ Company/ Trust/ Society. The bidder can participate as Joint Venture with maximum of 2.	License/registration/incorporation as per the applicable laws
2.	The bidder must be a service provider in the field of Sanitation Services and should have experience of such service in any one year during the last five financial years i.e., 2018-19 to 2023-24.	Proof of the same needs to be enclosed. In case of joint venture, both the parties of JV should have the eligibility as per Point 2
3.	Required general past experience - The bidder should have experience of providing sanitation services for one institution of at least 25,000 sq.ft in any one year during the last five financial years i.e., 2018-19 to 2023-24. During the last five financial years, the bidder should have provided sanitation services for total square feet area of 10,00,000 cumulatively with institutions/facilities ranging from IT Parks, Hospitals, Institutional buildings (Govt. or private), Shopping Malls and Residential buildings or any other infrastructure or public use such as Railway stations, stadiums etc.	The bidder should provide the experience certificate/completion certificate including areas from the client along with the work orders.
4.	Required specific past experience in Hospitals – The bidder should have experience of providing sanitation services for total bed strength of at least 3000 beds with each hospital should not be less than 500 beds in any one year during the last five financial years i.e., 2018-19 to 2023-24.	The bidder should provide the experience certificate/completion certificate including beds from the client along with the work orders.
5.	The bidder should have annual turnover of Rs. Crores during any one of the last five financial years (i.e., 2018-19 to 2023-24) preferably related to the income from similar	CA certificate and Audited annual reports

S. No.	Eligibility	Documents Required
	service contract	
6.	The bidder should submit the EPF, ESI registration	Copy of Registration Certificate
7.	The bidder should have valid registration with the Labour Department.	Copy of Registration Certificate
8.	The bidder should not have been blacklisted or involved in criminal cases or not covered by any pending bankruptcy proceedings by any Central/ State Governments/ PSUs in India during the last five financial years (i.e., 2018-19 to 2023-24)	Affidavit (Annexure 2)
9.	Bidder should have GST registration with commercial tax department of Andhra Pradesh	Proof of GST registration certificate In case of not having GST registration with Andhra Pradesh while bidding, an undertaking to provide to comply and submit the GST registration certificate from Andhra Pradesh before entering into contract agreement shall be submitted.
10.	Bidder should furnish copy of Permanent Account Number (PAN) card and copy of latest Income Tax returns submitted along with proof of receipt etc.	PAN card copy and Income tax returns along with proof of receipt IT Returns for FY2023-24 shall be considered as per GOI directions from time to time.

6.1.1 In case of Joint Venture (JV):

- i. The total members in the joint venture should not be more than two. The Joint venture must be duly registered as a partnership firm with joint liability unlimited.
- ii. The JV partners should be responsible for liability individually proportionate to the extent of their share in the JV and jointly for 100% share.
- iii. Shall submit JV agreement (as per format enclosed) on Rs.100/- non-judicial stamp paper with condition that lead partner share shall not be less than 51% in Joint Venture. The lead partner only should upload all relevant documents at the time of bidding.

- iv. The JV partner of one bidder/firm shall not enter into JV partnership with another bidder/firm for the bid.
- v. Copy of Registration: Both members of JV or Consortium or Partnership Firm should have a valid registration and shall upload the same as proof.
- vi. The change of MOU/ Joint Venture partner shall not be accepted under normal conditions after submitting the Bid documents. However, the change in joint venture/MOU partner may be considered in the event of insolvency, death, stoppage of business, abstaining from country for longer period and participation in terms of people's representation Act of India etc, only with the prior approval of the employer.
- vii. The employer reserves the right to reject such requests/proposals from any joint venture / MOU partner if it adversely affects the Joint venture/ MOU strength.
- viii. The Bidder shall be nominated, as being in charge and his authorization shall be evidenced by submitting a power of attorney signed by legal authorities of both the MOU/Joint venture partners.
- ix. The Bidder nominated as in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and both partners of the MOU/Joint venture and the entire execution of the contract including payments shall be made in favor of joint venture only.
- x. Both members/partners of MOU/Joint Venture shall be liable jointly and severally responsible for the execution of contract in accordance with contract terms and a relevant statement to this effect shall be included in the MOU/Joint Venture partnership deed.
- xi. The Joint Venture must be registered. In case if Joint venture registration is not available at the time of bidding, an MOU on Rs 100/- non-judicial stamp paper to be provided and Joint Venture registration must be provided before entering into the agreement.
- xii. The Joint Venture should have turnover (Mentioned in Clause 6.1 Point (5)) to the extent of individuals share shall be considered.
- xiii. Both the JV partners shall have valid GST Registration with Commercial Tax department of A.P. If not, shall furnish the same before concluding the agreement.
- xiv. Both the JV partners should furnish copy of Permanent Account Number (PAN) card and copy of latest Income Tax returns submitted along with proof of receipt etc.
- xv. The Joint Venture should have executed the quantities (Mentioned in Clause 6.1 Point (3) and (4)) to the extent of individuals share shall be considered.
- xvi. The Lead Member shall be authorized by the other member of the JV to act for and on behalf of the JV including interacting with the Authority, receive instructions and furnishing EMD etc.

- xvii. Bidders/Firms entering for the work in association with their MOU/ Joint venture partners shall obtain and submit along with Bid, an undertaking from the MOU/Joint Venture partnership jointly or separately if participating with MOU/Joint Venture partner to the effect that they have read the Bid documents and they undertake to effectively associate with the Bidder/Firms/Joint Venture in discharging the contracting obligations under the contract.
- xviii. In case of Joint venture, the bidders should submit the proportionate share of experience. Eg: As a part of Joint Venture, If 'A' has a share of 60% and 'B' has a share of 40%, then 'A' should have sanitation experience for 1800 beds (i.e. 60% of 3000 beds and 'B' should have sanitation experience for 1200 beds (i.e. 40% of 3000 beds). In such case, experience of providing sanitation services for each hospital for 'A' should be 300 beds (60% of 500 beds) and 'B' should be 200 beds (40% of 500 beds)

The same methodology shall be applicable for "Clause 6.1 – Eligibility Criteria Required general past experience (SI No. 3)" and Annual turnover (SI No. 5).

The bidder should open office at each hospital and regional office where the location will be finalized by Implementation Authority. The space for opening office within hospital premises shall be provided by implantation authority.

6.1.2. Note:

- A. If any variation is noticed between the up loaded documents and the self-declaration submitted by the bidder, the bidder will be suspended from participating in the tenders on e-procurement platform for a period of 3 years. If any of the documents furnished by the bidder are found to be false / fabricated / Bogus, at any time the bidder will be black listed and the EMD will be forfeited. The bidder shall also be liable for criminal prosecution.
- B. The bidder is subjected to be black listed and the EMD forfeited if he is found to have misled or furnished false information in the forms / statements / certificates submitted in proof of qualification requirements or record of performance such as abandoning of work , not properly completed in earlier contracts, inordinate delays in completion of the works, litigation history and / or financial failures and /or participated in the previous tendering for the same work and had quoted unreasonable high bid prices
- C. Even though the bidder / firm / JV meet the above qualifying criteria, they are liable to be disqualified / debarred / suspended / blacklisted / Prosecuted if they have:
 - i. Furnished false / fabricated particulars in the forms, statements and / annexures submitted in proof of the qualification requirements and/or
 - ii. Not turned up for entering into agreement, when called upon.
 - iii. Record of poor progress such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history or financial failures etc. and/or

- iv. Even while during the execution of contract, if found that the work was awarded to the bidder / firm / JV based on false / fake certificates of experience, the bidder / firm / JV will be blacklisted forfeiting the EMD

6.1.3 BIDDER SITE VISIT AT WORKPLACE

Prospective bidders must visit the sites and shall get themselves thoroughly acquainted with the local site condition. It is suggested that they conduct a demographic study to identify the local utility areas (markets, locality, communication and transportation conditions, Labour and materials availability), which will help the bidders to consider all such factors during the estimation for performing Statement of Work as, indicated. APMSIDC / DME / holds no responsibility of arrangement of transportation / accommodation facilities for the bidders during their site visits except for giving permission in writing to access the premises.

6.2 Evaluation of proposals

- a. Two stage evaluation will be taken up for identification of successful bidder
 - i. Technical Evaluation
 - ii. Financial Evaluation
- b. Technical evaluation of bids will be done as per the criteria mentioned in Section 6.1. Based on the technical evaluation, a list of short-listed applicants shall be prepared.
- c. The bidders, who are technically qualified, will be eligible for financial evaluation.
- d. Financial bid shall consist of monthly price that will be charged by the Service Provider for providing services under this engagement.
- e. The Bidder shall be selected on the basis of Lowest Cost Bidder (L1), having the lowest financial proposal. The Reverse tendering/auction process will be conducted to finalize the L1 bidder. Detailed process of Reverse tendering / auction is defined in Section 6.4.
- f. The next ranked Bidder shall be kept in reserve and maybe invited for negotiations in case the selected Bidder withdraws or fails to comply with the requirements specified in this document.
- g. Tender inviting authority has every right to accept any Bid and to reject any or all Bids.
- h. The bids received will be evaluated with the following committee consist of
 - 1. The Director of Medical Education - Member
 - 2. The Director, Secondary Health - Member
 - 3. The Managing Director, APMSIDC - Member convener

The decision taken by the above committee in evaluation of bids is final and binding on all parties. The Committee can reject any bid without assigning any reasons

- i. The TIA reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without there by incurring any liabilities to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Tender Inviting Authority's action. The evaluation committee during the process of evaluation bids shall take in to account the past performance of the bidder under earlier policy of this organization and its performance with other public policy along with other parameters before selecting the successful bidder"
- j. Savings Clause: No suit, prosecution or any legal proceedings shall lie against the Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of the tender.
- k. TIA reserves the right to make modification, alteration or relaxation in any of the clauses or conditions given in this tender document.

6.3 Evaluation criteria for financial proposal

Bidders shall upload the financial proposal in the format at Annexure- 4 (the "Financial Proposal"), clearly indicating the total cost of the service in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

While submitting Financial Proposal, the Bidder shall ensure the following:

- a) All the costs associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- b) The Financial Proposal shall take into account all expenses and tax liabilities. Further, all payments shall be subject to deduction of taxes at source as per applicable laws. Any input tax claim deduction benefit shall go to the Client/Government.
- c) Costs shall be expressed in INR.

6.4 Reverse tendering / auction process on e-Procurement portal

- a) APMSIDC will schedule reverse tendering / auction process on the e-Procurement portal, as per date and time published in the Bid Data Sheet. In case of any change in date and time, the same will be published on the website of APMSIDC/ E-Procurement portal. Qualified technical bidders will also be communicated through e-mail the date and time for the conduct of reverse tendering / auction process.
- b) Online reverse tendering / auction process

- i) The online Reverse tendering / auction process will be run on the total monthly amount to be paid to the Bidders.
- ii) Only the technically qualified bidders will be permitted to participate in the reverse auction/tendering.
- iii) The 'opening price' i.e. start price for Reverse Auction/tendering will be the lowest (L1) price quoted by the Bidders amongst all technically qualified bidders.
- iv) Bidders can modify the total monthly service charge, based on the minimum bid decrement or the multiples thereof, to displace a standing lowest bid and become "L1", and this will continue as an iterative process. The 'monthly total price', will be used to determine the total cost of the bid.
- v) For the purpose of Reverse Auction, the minimum bid decrement will be INR 1,00,000 for the price per month.
- vi) Reverse Auction duration: The duration of the reverse auction is as mentioned in the BDS. All bidders are required to submit their online bids during this period.
- vii) In case, if any bidder decides to lower the price in the last fifteen (15) minutes of the reverse auction duration, then the duration of the reverse auction will be extended for additional 15 minutes (Bid Received time + 15 minutes) to enable other bidders to participate further. Such extensions will continue as long as there is no bid received in the last 15 minutes.
- viii) After the completion of reverse tendering, the system will calculate the total price of the bid based on the monthly charge per month. The unit rate per month shall be proportionately reduced based on the total amount reduced in the reverse tendering.

6.5 Finalization of successful bidder

After completion of online reverse auction, bidder who quotes the lowest monthly price shall be considered as L1. Post reverse auction, negotiations may be undertaken towards finalization of bidder.

If any successful bidder fails to submit the original hard copies of uploaded certificates / documents, Online Payment receipts / BG towards EMD within the stipulated time or if any variation is noticed between the uploaded documents and the original hard copies submitted by the bidder, the successful bidder will be suspended from participating in the tenders on e-Procurement platform for a period of 3 years besides forfeiting the EMD and also be blacklisted. The e-Procurement system would deactivate the user ID of such defaulting successful bidder based on the trigger / recommendation by the tender Inviting Authority in the system. Besides this, the Department shall invoke all processes of law including criminal prosecution of such defaulting bidder as an act of extreme deterrence to avoid delays in the tender

process for execution of the development schemes taken up by the Government. The information to this extent will be displayed in the e-procurement platform website.

6.6 Bid validity period

- A. The Bids shall remain valid for 180 days from the date of submission for acceptance and the prices quoted shall remain for the duration of the agreement. The TIA/Client may request for further extension as deemed fit and the Bidder will send intimation of acceptance. A bidder may refuse the request without forfeiting its EMD. A bidder granting the request is not permitted to modify its bid.
- B. In exceptional circumstances, the TIA may solicit the bidders' consent to an extension of the period of validity. The EMD provided shall be suitably extended. A bidder may refuse the request without forfeiting its EMD. A bidder granting the request is not permitted to modify its bid.

6.7 Minimum number of Bids

In case only a single bid is received against this tender, APMSIDC reserves the right to cancel the tender process and float a fresh tender.

6.8 Cost of proposal

The Bidders shall be responsible for all the costs associated with preparation of their Proposals and their participation in the selection process. The TIA/Client will not be responsible, nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

6.9 Acknowledgement by Bidder

It shall be deemed that by submitting the Proposal, the Bidder has:

- a) Made a complete and careful examination of the tender;
- b) Acknowledged that it does not have a Conflict of Interest; and
- c) Agreed to be bound by the undertaking provided by it under and in terms hereof.

6.10 Conflict of interest

- a) A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified.
- b) A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
 - i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - ii. receives or has received any direct or indirect subsidy from another Bidder; or
 - iii. has the same legal representative as another Bidder; or

- iv. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the TIA regarding this bidding process; or
- v. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- vi. Or any of its affiliates has been hired (or is proposed to be hired) by the TIA in implementing Service Provider Agreement.
- vii. has a close business or family relationship with a professional staff of the Client who:
 - are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
 - would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the TIA throughout the procurement process and execution of the contract

6.11 Contents of the tender

This RFP comprises the Disclaimer set forth hereinabove and will additionally include any Modification / Addendum / Amendment / Corrigendum issued in accordance with Clause 6.13.

6.12 Clarifications on tender by TIA

There will be no pre-bid meeting for the tender. Any pre-bid meeting shall be confined only for clarifications and not to make any modifications on the preview-process undertaken and findings given and compliance made in Form-III of the Act for the reason the prospective bidder like any public can submit objections or suggestions if any to the tender documents covered by the RFP during time given in preview process.

6.13 Amendments/Modifications

At any time prior to the deadline for submission of Proposal, the TIA may, for any reason, at its own initiative may extend the Proposal Submission Date. Any such extension to the Proposal Submission Date will be posted only on the website and shall not be published in any newspaper and will be binding on all Bidders.

6.14 Preparation and submission of proposal

6.14.1 Language of bid

The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Tender Inviting Authority, shall be written in the English language. Supporting documents and printed literature

furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

6.14.2 Format and signing of proposal

The Bidder shall provide all information sought under this tender. The TIA would evaluate only those proposals that are received in the specified forms and complete in all respects.

The proposal shall be typed and signed by the authorized signatory of the Bidder / Lead Bidder, who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by a duly authorized person holding the Power of Attorney (the "Authorized Representative"). The Power of Attorney should be registered as per the applicable laws, Also the format for applicable lead bidder declaration can be seen at annexure 5A or 5B.

6.14.3 Technical proposal

- i. Bidders shall upload the technical proposal in the proposed formats given at Annexures.
- ii. Failure to comply with the requirements shall make the Proposal liable to be rejected.
- iii. The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- iv. The Client reserves right to verify all statements, information and documents, submitted by the Bidder in response to the tender. Failure of Client to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Client there under.
- v. The Bidder shall complete the Technical Bid in the formats furnished in the bidding documents, indicating for all the Services to be provided a brief description of the Service, quantity, methods and techniques proposed to be used and the standards that will be followed.
- vi. The Bidder must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making the Bid document and for entering into a contract through visit to site and inspection of the premises.

6.14.4 Financial proposal

- i. Bidders shall upload financial proposal in the format at Annexure- 4 (the "Financial Proposal") clearly indicating the total cost of the services in both figures and words, in Indian Rupees, and signed by the Bidder's authorized

signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

- ii. Any bid not accompanied by EMD (Earnest Money Deposit), Tender Processing fees will be rejected as non-responsive.

6.14.5 Submission of proposal

The proposal submission shall as per the e-procurement process.

6.14.6 Proposal Submission Date

The Proposal Submission Date is listed in the Bid Data Sheet. The TIA may, in its sole discretion, extend the Proposal Submission Date by issuing a Corrigendum.

6.14.7 Bid fees and Earnest Money Deposit

- (a) The Bid shall be accompanied by non-refundable Tender Processing Fee and Earnest Money Deposit (EMD) as mentioned in BDS in favour of Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC), payable at Mangalagiri
- (b) No Bidding entity is exempted from deposit of EMD. Bids submitted without EMD shall be not considered.
- (c) EMD of unsuccessful Bidder will be returned to them without any interest, after conclusion of resultant agreement. EMD of successful Service Provider will be returned without any interest, after receipt of performance security as per terms of agreement.
- (d) EMD of Bidder may be forfeited without prejudice to other rights of the TIA
 - if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid, or if it comes to notice that information / documents furnished in its Bid is incorrect, false, misleading or forged. In addition to aforesaid grounds, successful Bidder's EMD will also be forfeited without prejudice to other rights of the bidder, if he fails to furnish the required performance security within specified period.
 - In case of a successful bidder, if fails: to sign the contract within the prescribed time or; to furnish the specified performance security or to submit unconditional acknowledgement of LOA within prescribed time.
- (e) The EMD shall be extended beyond the original validity period in case the signing of Agreement is delayed due to any reason

6.14.8 Fraud and Corrupt Practices

Bidders and their respective officers, employees, agents and advisers shall observe highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this tender, TIA shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process.

Without prejudice to the rights of TIA hereinabove and the rights and remedies which TIA may have under the Letter of Award (LOA), if an Applicant, as the case may be, is found by TIA to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA, such Applicant or Consultant shall not be eligible to participate in any tender or tender issued by TIA during a period of 3 (three) years from the date such Applicant, as the case may be, is found by TIA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process.
- ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- iv. “undesirable practice” means
 - establishing contact with any person connected with or employed or engaged by TIA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - having a Conflict of Interest; and
- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

6.15 Confidentiality

Information relating to examination, clarification, evaluation, and recommendation for selection of Bidders shall not be disclosed to any person who is not officially

concerned with the process or is not a retained professional adviser advising the TIA in relation to or matters arising out of/or concerning the Selection Process. The TIA will treat all information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The TIA may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the TIA.

6.16 Clarifications from Bidder

To facilitate evaluation of Proposals, the TIA may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the TIA for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

If a Bidder does not provide clarifications sought under Sub-Clause mentioned above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the TIA may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the TIA.

6.17 TIA's Right to accept/reject any proposal or all proposals

The TIA reserves the right to accept or reject any bid and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidders or bidders of the grounds for the TIA's action.

6.18 Award of Contract

6.18.1 Notification of Award

Prior to expiry of the period of Bid validity prescribed by Client, the Client will notify the successful bidder(s) in writing, that their Bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "Notification of Award"/"Letter of Award") shall name the sum which the Client will pay to Service Provider in consideration of the execution, completion and maintenance of the Work by the Service Provider as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price"). Within 5 days of receipt of the "Notification of Award"/"Letter of Award" the successful bidder shall sign and return a copy of the same to the Client as acknowledgement of receipt of the same.

6.18.2 Performance Security

- a) Upon receipt of Letter of Award (LOA) from the Client, the successful Bidder within 14 days shall furnish the Performance Security for an amount equal to 25% of the total amount of one year contract price value, which shall be valid for 30 days beyond the contract period from the date of submission, by way of Bank Guarantee for the due performance of the Contract in the format of

Performance Security Form. If Selected Bidder fails to submit performance security within stipulated time, the EMD shall be forfeited.

- b) The performance security shall be in the name of DME/Hospital Superintend/Principal. The bidder may be required to provide either one performance security to DME or individual performance security to each hospital for value of 25% of total amount of one year value quoted for each institution in the financial bid. However, the combined performance security shall be for an amount of equal to 25% of the total amount of one year contract price value.
- c) The performance security will be discharged by the client or authorized person to the Agency not later than 30 days following the date of completion of the Agency's performance obligations under the contract.
- d) The Selected Bidder shall have to provide extended Bank Guarantee, before expiry, as required.
- e) Any non-renewal of performance security in advance by the service provider, the Bank Guarantee shall be treated as non-furnished as a mandatory conditional default for termination of the contract without prejudice to take other legal recourse by penalty, compensation, blacklisting etc. as the case may be.

6.18.3 Signing of contract

After acknowledgement of Letter of Award (LOA) by the Selected Bidder and submission of performance security, Agency shall execute the Agreement within a fortnight from date of issuance of LOA. Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to sign Agreement within stipulated time, their performance security shall be forfeited and appropriated by the Client. In such an event, the Client may invite next ranked Bidder for negotiations and may issue LOA to him.

6.19 Disqualification of the bidder

- a) Any misrepresentation/improper response may lead to disqualification of the Bidder.
- b) In case it is found during evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder, or the Bidder has made material misrepresentation, or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Agreement
- c) If the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this tender, be liable to be terminated, by a communication

in writing by the Client without the Client being liable in any manner whatsoever to the Applicant, as the case may be. In such an event, the Client shall forfeit and appropriate the performance Security and also pre-estimated compensation and damages payable to the Client as mutually agreed for, inter alia, time, cost and effort of the Client without any other right or remedy that may be available to the Client

6.20 General Conditions of Contract

6.20.1 Definitions

- a. "Contract" means the agreement entered into between the Client and the Agency as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein.
- b. "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- c. "Contract Price" means the price payable to the Agency under the Contract for the full and proper performance of its contractual obligations.
- d. "Day" means calendar day.
- e. "Completion" means the fulfillment of the Related Services by the Service Provider in accordance with the terms and conditions set forth in the Contract.
- f. "Agency/Service Provider/Contractor/Tenderer" means the entity, whose bid to perform the Contract has been accepted by the Client and is named as such in the Contract Agreement.
- g. "Implementing Authority/Client" means the DME/Superintendent of the teaching Hospital / Principal, Govt. Medical College / Principal, Govt. Dental College / Principal, Govt. Nursing College who is nominated representative of the Client representing the Governor of Andhra Pradesh for the State of Andhra Pradesh purchasing related services.
- h. "APMISDC which is Tender Initiating Authority shall act as facilitator in the contract
- i. "Payment Authority" is as per G.O. MS. No. 159, By Health, Medical & Family Welfare (H2) Department, Dated. 31.12.2015, Government of Andhra Pradesh, Head of the Departments i.e. Director of Medical Education based on the marks awarded by implementing authority.
- j. "Tender inviting authority" means Managing Director, APMSIDC or his authorized representative.
- k. "Institute" means Teaching Hospital, Specialty Hospitals Govt., Medical College, Govt. Dental College, Govt. Nursing College with hostels

- I. "Services" means Sanitation Services and other obligations of the Agency covered under the contract and specified in Clause-5 read with the relevant Annexures.

6.20.2 Relationship between the parties

Nothing in the Contract shall be deemed to constitute a partnership between the Parties or to constitute either Party as the agent of the other.

6.20.3 Law Governing the Contract

The Contract shall be interpreted in accordance with the laws of the Union of India and State of Andhra Pradesh.

6.20.4 Language

The language for communication shall be English, unless otherwise modified by the Client.

6.20.5 Notices

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile or email and confirmed in writing to the other Party's address.

Notice shall be effective when delivered or on the notice's effective date, whichever is later.

6.20.6 Taxes and Duties

- i. The Service Provider shall be liable and pay all GST, non-Indian taxes, duties, levies, lawfully assessed against the Client or the Service Provider in pursuance of the Contract, if applicable. Tax liability, if any, on Service Provider's personal income & property shall be borne by the Service Provider and shall be responsibility of the Service Provider as per Tax Laws of India.
- ii. So far as GST concerned: The service contracts on hand no way require to pay any GST or other indirect tax from exemption of GST entitled for the following:
 - (a) As per Entry No: 3A of N. 12/2017 dated 28-06-2017, "Composite supply of goods and services in which the value of supply of goods constitutes not more than 25 percent of the value of the said composite supply provided to the Central Government, State Government or Union Territory, or local authority or a Governmental Authority or a Government Entity by way of any activity in relation to any function entrusted to Panchayat under article 243G of the Constitution or in relation to any function entrusted to a Municipality under article 243W of the Constitution".
 - (b) Vide the above entry the service received are eligible for exemption subject to the satisfaction of the following conditions.
 - (i) The services are provided to the specified entities,

- (ii) The constitution of the material value shall be less than 25% of the aggregate value.
- (iii) The activity performed shall be in relation to any function entrusted to a Panchayat or Municipality under article 234G or 243W respectively.
- (c) As the subject tender had satisfied all the above three conditions, the same shall be exempted under GST and hence no GST shall be added on the bidder quoted value being finalised under the Tenders in respect thereof.
- (d) In case the service contract is not entitled to GST exemption, as service provider shall not suffer loss, the employer/client shall undertake to pay/reimburse actual GST liability sum after input tax credit deduction in such a contingency.
- (e) From the contingency provided, as part of it the contract conditions shall also contain the following:
 - (i) The prospective bidder/ service provider/ contractor must be one having GST registration within the State of Andhra Pradesh and without which not eligible to bid, so that the State Government shall not suffer any loss of revenue. The prospective bidder/ service provider/ contractor is liable to produce proof of its GST registration within the State of Andhra Pradesh as one of the eligibility criteria of technical bid qualifications. If in case not already registered shall undertake by affidavit to cause registered before bid finalization so to consider, however without which not eligible for bid acceptance even declared as eligible and accepted bidder and even under reverse tendering process and for such default not only forfeiture of EMD, but also be made liable for other civil and penal consequences.
 - (ii) The service provider/contractor is liable to pay GST which can be deducted at source on every respective bill payment made by client which includes all components as per Section 15(2) of GST Act, 2017.
 - (iii) As per Section 9 of APSTGST Act, 2017 GST is to be levied on value of supply (value of supply defined in Section-15 of the Act as the sum total of consideration charged by the supplier (contract value)). Coming to the contract value, the SOR/Market quoted rates on base price for only material components excluding the GST component shall have to be taken as basis in preparing the estimates for arriving value of the services contract (defined by Section-2(119) of CGST Act, 2017 and to add GST for it. It is needless to say so far as GST payment on contractor's profit, the employer if all to include GST on contractor's profit, deduct while payment for no way liable to bear burden of GST on his profit component. The same shall be taken care of in consultation with the Commercial tax department, so that the State shall not suffer any financial loss and the contractor shall not unduly be benefited.
 - (iv) If any of the value of the individual components of the services contract are considered at inclusive of taxes embedded and GST considered on the work order value so arrived at, it amounts to reimbursing GST twice to the contractor and loss to the exchequer that has to be taken care of

- so that only base value excluding tax component involved in any material or machinery cost etc., to be arrived and tax component to be added by taking note of the ITC available if any.
- (v) It is needful to mention that so far as any benefit of Input Tax Credit(ITC) concerned, unless in SSR/SOR/Market quoted rates on base price arrived so far as equipment/machinery items etc., concerned by deducting the ITC entitled by the employer, the ITC shall go to the employer/ client/ Government, once the client/ Government has to pay the GST on the services contracts.
- (vi) Therefore, in loading the GST component as applicable, the above has to be taken care of particularly the ITC for Plant and Machinery etc., and if not considered at that stage the ITC shall be claimed and deducted from final bill payments atleast.
- (f) It is needless to say once the GST is loading on the contract value by the employer to incur by contractor, it is only tentative. Though contractor is entitled to input tax credit as purchaser of the materials, services, consumables and machinery etc., since he purchases on behalf of the employer for use of the employer, he is not entitled to retain the input tax credits therein. As the contractor cannot be benefitted at the expense of the employer under the quasi-contract principles by virtue of the contract-agreement for the services contract. As such he is bound to refund, else the employer is entitled to deduct.
- (g) Thereby on GST loaded on the service contract, if any exemption or input tax credit claimed by the Contractor, he must intimate the Employer and obtain acknowledgement to that effect and without such proof the State Tax / Commercial tax Department shall not process the input tax credit claim. The chief Commissioner of State Tax shall issue circular instructions required if any to their departmental officials and staff in this regard.
- (h) If applicable, It is also to be taken care by the employer/client/department that where the works contract involving predominantly earth work(more than 75% of the value of the work) the GST payable since 5% with entitlement of ITC thereon, same cannot be ignored in the contract work involving predominantly earth work concerned by splitting that portion for tax saving including in GST loading and in claiming ITC as per paras 4 to 8 of the G.O.Ms.No.58, Finance(WR.I), Department, dt.08-05-2018.
- (i) So far as said GST liability, it is as per the rates of tax applicable if the contract is not exempted from GST concerned is, as per G.O.Ms.No.58 supra and relevant GOs/ Circulars/ Clarifications being issued from time to time by Government of Andhra Pradesh. The employer / client shall take care of the above as a prerequisite being one of the prime conditions of tender document and also contract agreement as per the caution at para 8 of the G.O.Ms.No.58 supra.
- (j) The contractor is bound to produce as required by the employer all invoices, receipts, bills, accounts, vouchers, licenses, permissions etc., compliance of labour Laws applicable if any, safety and standard certificates applicable

if any and produce all the above and also any exemption from GST or ITC for GST/CGST/IGST availed by and or available to him and also any ITC claimed and availed by him for GST in so far as the services contract concerned with TAN & respective Registration particulars, Labour Cess etc., to even any component or any part of the contract work in so far as the service contract concerned.

- (k) The rate quoted by the bidder/ contractor shall be deemed to be inclusive of all rates, taxes, cess, fees, etc., except GST and subject to what is stated on GST and ITC thereon.
- iii. Client shall be entitled to deduct applicable tax (if any) at source as per Indian Laws from all payments due to the Service Provider under the contract.
- iv. If any rates of taxes/duties/levies (hereinafter called 'Tax') are increased or decreased, a new Tax is introduced, an existing Tax is abolished or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Service Provider in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be.
- v. The client / Employer is entitled to recover if paid any of the Tax, fees or Cess due by the Contractor on the supplies, while making payment/s for the supplies.
- vi. The deduction of Income Tax shall be as per Section 194(c) (4) and such other provisions as are applicable and at such rates.
- vii. In case of any GST liability, the GST shall be paid extra as applicable.

6.20.7 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Service Provider instructing the Service Providers to begin carrying out the Services.

6.20.8 Expiration of Contract

Unless terminated earlier, this Contract shall terminate at the end of such time period after the Effective Date as shall be specified in the Agreement.

6.20.9 Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

6.20.10 Modifications

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the

Parties and shall not be effective until the consent of the Client, as the case may be, has been obtained. Each Party shall give due consideration to any proposals for modification made by the other Party.

6.20.11 Force Majeure

Force Majeure means any circumstances beyond the control of the parties, including but not limited to:

- a) war and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- b) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- c) rebellion, revolution, insurrection, military or usurped power and civil war;
- d) riot, commotion or disorder, except where solely restricted to employees of the Agency.
- e) Force Majeure situation arises, the Agency shall promptly notify the implementing authority in writing of such conditions and the cause thereof. Unless otherwise directed by the implementing authority in writing, the Agency shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

6.20.12 Settlement of claims

Claims up to a value of Rupees 50,000/-

- **Hospital Superintend/Principal of concerned hospital or college**

- i. Claims above Rs.50, 000/- and up to Rupees 10,00,000/-.

- Director of Medical Education

- ii. Claims above Rs. 10,00, 000/-.

All claims of above Rs.10,00,000/- are to be settled by a Civil Court of competent jurisdiction by way of civil suit and not by arbitration.

The agency shall make a reference for adjudication under this clause within six months from the date of intimating the agency of the preparation of final bill or his having accepted payment whichever is earlier.

No doubt, the Government of Andhra Pradesh(while under the composite state) issued proceedings in G.O.Rt.No.116, Law (M-I) Department, dated.30-

01-2002, with finance concurrence, to refer disputes to the ICADR in government contracts for arbitration up to Rs.10.00 Lakhs.

Having regard to the above, modified proceedings to G.O.Rt.No.116 supra are yet to be issued increasing said sum of the claim up to Rs.10.00 Lakhs, for what is stated supra of in-house arbitration up to 10.00 Lakhs is since provided, no matter as per to the G.O.Rt.No.116 supra to refer unless enhanced atleast to Rs.1.00 Crore, from the cost of the work components in the present prevailing price from the estimates as per SOR/market rates/ service provider remunerations-are also increased many more times when compared to past 18-20 years.

From the above, it is directed that where the claim is below Rs.10.00 Lakhs to settle by in house arbitration supra as per the Indian Arbitration Act,1996 amended from time to time and where the claim is above Rs.10.00 Lakhs, it is up to Rs.1 Crore the dispute shall be referred to the International Centre for Alternative Dispute Resolution, Regional Centre,(ICADR), Andhra Pradesh, (since covered by G.O.Rt.No.116 up to Rs.10.00 Lakhs, to read as above Rs.10.00 Lakhs and up to Rs.1 Crore till State Government issue modified proceedings by virtue of the above directions).

Further, where the claim value in dispute is above Rs.1 Crore, since the service contracts coming for judicial preview are all above Rs.100 Crores value, it is only to invoke the jurisdiction of civil courts within the State of Andhra Pradesh by excluding jurisdiction outside the State of Andhra Pradesh.

6.20.13 Confidentiality

The Service Provider either during the term or within three (3) years after expiration of this Contract, should not disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without prior written consent of the Client.

6.20.14 Appeal by the Agency for review of action taken by IA

The termination action taken by the Implementing Authority, can be challenged in appeal before the District Level Committee consisting of District Collector, District Coordinator of Health Service, District Medical & Health Officer, Superintending Engineer (Concerned) of APMSIDC.

The District Level committee can review the decision of Implementing Authority and shall pass its orders within 15 days of receipt of appeal of the Agency.

6.20.15 Compliance of minimum wages act and other statutory requirements

The Service Provider shall comply with all the provisions of Government of AP, G. O. Rt. No. 549, Health, Medical & Family Welfare Department, dated 26.10.2019 Minimum Wages Act/ Rates of Government and other applicable Labour laws issued by Government from time to time and the Client is not responsible to that effect.

- (a) Workmen compensation Act 1923: The Act provides for compensation in case if injury by accident arising out of and during the course of employment.

- (b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if any employee has completed 5 years service or more, or on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments, employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous provision Act 1952: The Act provides for monthly contributions by the Department plus workers @ 10% or 8% or as applicable from time to time. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.,
- (d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinements or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided by the Principal Department by Law. The Principal Department is required to take certificate of Registration and the contractor is required to take license from the designated Officer before concluding agreement. The Act is applicable to the establishments or Contractor of Principal Department if they employ 20 or more contract labour.
- (f) Minimum wages Act 1948: The Department is supposed to pay not less than the Minimum wages fixed by appropriate Government as per provisions of the Act
- (g) Payment of wages Act 1936: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male or Female workers and for not making discrimination against Female employee in the matters of transfers, training and promotions etc.
- (i) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and Departments. The Trade Unions registered under the act have been given certain immunities from civil and criminal liabilities.
- (j) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes, Employment Child Labour is prohibited in Building and Construction Industry.
- (k) Inter-State Migrant workmen's (Regulation of Employment & Conditions of service) Act 1979. The Act applicable to an establishment, which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another State). The inter State

migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upto the establishment and back, etc.

- (l) Insurance Coverage: The employer is not intending to take any Insurance coverage as the G.O.Ms.No.5, Finance (Works & Projects–F7) Dept., dt.05.03.2014 have issued orders dispensing with mandatory insurance cover of all works. However, it will not exempt the bidder/contractor so far as statutory liability to take insurance coverage for vehicles, workmen/employees of the contractor/service provider including for any claim for deficiency in service caused harm, loss or damage to the consumers of the service and as such it is for the contractor to take insurance for the workers, equipment/ machinery/ vehicles etc., else to bear risk to make good for any loss/damage etc., accidental or otherwise.

6.20.16 Indemnity

By this agreement, the Service provider indemnifies the Client and/or Government against damages of any kind or for any mishap/injury/accident caused to any personnel/property of the Service provider while performing duty.

The Service provider agrees that all liabilities, legal or monetary, arising in any eventuality shall be borne by the Service provider.

6.20.17 Periodical Reviews

- i. Daily performance reports will be generated by the Superintendent / Principal / Director and the consolidated weekly progress reports to be uploaded in the web site on weekly basis for review by the Director of Medical Education or any other authorized representative for review. The implementing authority may also bring to the notice of the agency the underperformance if any at regular intervals
- ii. Monthly, quarterly and yearly review by the different levels at convenient intervals to be conducted.
 - a) Monthly review : Superintendents of the Hospitals/Principal for colleges including hostels
 - b) Quarterly review : Director of Medical Education
 - c) DME to update the performance of the service providers yearly or time to time (if required) to Special Chief Secretary, HM & FW Dept.

iii. Monitoring System by the Implementing Authority

At state level a committee with all HODs will review the progress –

S. No	Monitoring Item	Responsible Person
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S. No	Monitoring Item	Responsible Person
.1	Implementing Authority	Hospital Superintendents, Principals, Directors and any suitable authority looking after Sanitation, working under the Implementing authorities.
2	Supervisory Staff of Hospital for monitoring.	RMO's, HOD's, Civil Surgeons and Asst. Surgeons, Sanitation Supervisors.
3	Measurement of Agencies performance by Implementing authority.	Weekly and Weighted average for the month.
4	Online platform for reporting the performance through web platform.	Respective HODs

- Performance of each hospital/colleges based on the filed reports.
- Payments will made to the sanitation agencies based on the reports received as above by Payment Authority.

6.20.18 State level Monitoring & Supervision Committee

A State level committee comprising of the Commissioner of Health & Family Welfare (Chairperson) and Head of the Departments (DME& Commissioner, APVVP) and Managing Director, APMSIDC as members will establish mechanism for effective Supervision and monitoring of hygiene & Sanitation in various Hospitals.

6.20.19 Terms of payment

- The quality of sanitation in all the areas and facilities specified in Form 1 shall be inspected by the Supervisory staff of the Hospital nominated by the Superintendent of the Hospital, consisting of RMO's, HOD's, Civil Surgeons and Asst. Surgeons and Supervisory staff of College nominated by the Principal. The Supervisory Officers shall make rounds in the areas allocated at the prescribed frequency every day and submit a report to the Superintendent/Principal in the prescribed format every day. A notice to the agency shall be issued frequently / regularly by the Implementing Authority duly notifying the deficiencies in the performance of the agencies, Supervisors shall be tagged department wise and each of the Supervisor will be reporting to their concerned HODs on daily basis. The performance will be evaluated based on the daily feedback and checklist reporting provided and signed by designated institution staff / head nurse designated by the Superintendent / concerned authority on agencies performance. Weekly web-based feedback & scoring (performance score based on predefined criteria) by the HODs will be collected

on the vendors performance. Digital feedback system through QR & web based reporting will be followed for obtaining feedback from patients & visitors (for hospitals) and students (for college & hostels). This feedback is given weightage and considered in the calculation of the overall monthly Performance Score. Average of the weekly performance scores will be considered to arrive at the final monthly performance score for payment consideration.

- b) The areas mentioned in Form 1 and subsequently in Annexure 4 may vary as per actuals. The payment shall be based on as per actual areas.
- c) The payment shall be made on price per month for each hospital / institution. However, if there is variation in the total quantity certified by the authority nominated by the client then payment shall be made based on the total area multiplied by the unit rate per month.
- d) Performance Score (out of 100) will be calculated on Service standards fixed for giving marks by the concerned Payment Authority as per the table below:

For DME Hospitals -

S.No	Monitoring Item	Weightage
1	<p>Cleanliness of Toilets / Urinals / Wash basins</p> <ul style="list-style-type: none"> ▪ Removal of stains on washbasin, mirrors, doors etc. ▪ All closets and wash basins to be cleaned ▪ No water accumulation in toilets ▪ Free flow of water through pipes ▪ Also as per schedule of frequency and agents to be used 	10
2	<p>Cleanliness of Wards</p> <ul style="list-style-type: none"> ▪ No dust to be accumulated in wards ▪ All spillages to be cleaned regularly ▪ Curtains, bed sheets to be clean and stain free ▪ All joints/grouts, beds, tables, doors, windows, fans, ACs, ceilings to be dirt free ▪ All dustbins to be cleaned and covers to be changed ▪ Also as per schedule of frequency and agents to be used 	10
3	<p>Cleanliness of Labour Room / OT / Emergency / OP/ Lab</p> <ul style="list-style-type: none"> ▪ No dust to be accumulated in wards ▪ All spillages to be cleaned regularly ▪ Curtains, bed sheets to be clean and stain free ▪ All joints/grouts, beds, tables, doors, windows, fans, ACs, ceilings to be dirt free ▪ All dustbins to be cleaned and covers to be changed 	10

S.No	Monitoring Item	Weightage
	<ul style="list-style-type: none"> Also as per schedule of frequency and agents to be used 	
4	Cleanliness of Other Areas <ul style="list-style-type: none"> All corridors, ramps, staircases and rooms to be stain free Walls, floors etc. to be cleaned regularly in corridors All corridors, rooms should be dust free Doors, windows, fans, ACs, ceilings etc. to be dirt free All dustbins to be cleaned and covers to be changed Also as per schedule of frequency and agents to be used 	10
5	Cleanliness of Drainage and Sewerage <ul style="list-style-type: none"> Pipes to be clear of any foreign material All drainages and sewerages to be choke free Also as per schedule of frequency and agents to be used 	10
6	Garbage Disposal <ul style="list-style-type: none"> Segregation of bio medical waste on categories Color coded bags for collection of bio medical waste Maintenance of dust bins based on categories Also as per schedule of frequency and agents to be used 	10
7	Cleanliness of open areas <ul style="list-style-type: none"> All trees, grass, shrubs to be cut/trimmed All waste to be picked and premises to be maintained cleanly No water accumulation outside All fallen trees, branches etc. to be cleaned Waste should not be accumulated and disposed off Also as per schedule of frequency and agents to be used 	10
8	Uniform & Consumables <ul style="list-style-type: none"> Gloves, masks and shoes to be worn while working Uniform to be worn at all times Availability of consumables Storing in proper designated area Functioning of equipment 	10
9	<ul style="list-style-type: none"> Complaints & Feedback (Digital feedback system collected through QR & Web based reporting) Feedback from patients / attendees of OPD, IPD, Emergency 	20
Grand Total		100

For Colleges -

S.No	Monitoring item	Weightage
1	<p>Cleanliness of Toilets / Urinals / Wash basins</p> <ul style="list-style-type: none"> ▪ Removal of stains on washbasin, mirrors, doors etc. ▪ All closets and wash basins to be cleaned ▪ No water accumulation in toilets ▪ Free flow of water through pipes 	10
2	<p>Cleanliness of hostels</p> <ul style="list-style-type: none"> ▪ No dust to be accumulated ▪ All spillages to be cleaned regularly ▪ Curtains, bed sheets to be clean and stain free ▪ All joints/grouts, beds, tables, doors, windows, fans, ACs, ceilings to be dirt free ▪ All dustbins to be cleaned and covers to be changed 	10
3	<p>Cleanliness of class rooms, office rooms etc.</p> <ul style="list-style-type: none"> ▪ No dust to be accumulated ▪ All spillages to be cleaned regularly ▪ Curtains, bed sheets to be clean and stain free ▪ All joints/grouts, beds, tables, doors, windows, fans, ACs, ceilings to be dirt free ▪ All dustbins to be cleaned and covers to be changed 	10
4	<p>Cleanliness of Other Areas</p> <ul style="list-style-type: none"> ▪ All corridors, ramps, staircases and rooms to be stain free ▪ Walls, floors etc. to be cleaned regularly in corridors ▪ All corridors, rooms should be dust free ▪ Doors, windows, fans, ACs, ceilings etc. to be dirt free ▪ All dustbins to be cleaned and covers to be changed 	10
5	<p>Cleanliness of Drainage and Sewerage</p> <ul style="list-style-type: none"> ▪ Pipes to be clear of any foreign material ▪ All drainages and sewerages to be choke free 	10

S.No	Monitoring item	Weightage
6	Garbage Disposal <ul style="list-style-type: none"> ▪ Segregation of bio medical waste on categories ▪ Color coded bags for collection of bio medical waste ▪ Maintenance of dust bins based on categories 	10
7	Cleanliness of open areas <ul style="list-style-type: none"> ▪ All trees, grass, shrubs to be cut/trimmed ▪ All waste to be picked and premises to be maintained cleanly ▪ No water accumulation outside ▪ All fallen trees, branches etc. to be cleaned ▪ Waste should not be accumulated and disposed off 	10
8	Uniform & Consumables <ul style="list-style-type: none"> ▪ Gloves, masks and shoes to be worn while working ▪ Uniform to be worn at all times ▪ Availability of consumables ▪ Storing in proper designated area ▪ Functioning of equipment 	20
9	<ul style="list-style-type: none"> ▪ Complaints & Feedback (Digital feedback system collected through QR & Web based reporting) ▪ Feedback from students regarding College, Hostels, Mess, Cafeteria, Common Area 	10
	Grand Total	100

Performance of the agency will be decided based on the percentage of marks given.

Payments shall be made based on both attendance & performance linked scoring (based on Service Standards):

- All the staff should register their daily attendance through FRS (Face Recognition System) mechanism in the hospital / institution
- Actual monthly attendance is the average of the daily attendance % for the days of that month and this is used to arrive at the Monthly Eligible Amount for a particular month and only FRS based attendance to be considered. In case of less than 50% of attendance as per actual requirement, consecutively for 2 months will lead to termination.

c. Monthly Eligible Amount will be:

- i. 100% of the monthly agreement amount, if the actual monthly attendance is more than or equal to 90%
- ii. 95% of the monthly agreement amount, if the actual monthly attendance is more than or equal to 85% & less than 90%
- iii. Calculated on pro-rata basis, if the actual monthly attendance is less than 85%. For example, if the actual monthly attendance is 75%, then the monthly eligible amount will be 75% of the monthly agreement amount.

d. Final Monthly Payment Amount is the actual amount payable to the agency for a particular month and this will be based on the “Monthly Eligible Amount” and the performance score (out of 100) allocated for that month. The Final Monthly Payment amount will be:

- i. 100% of the “Monthly Eligible Amount” if the performance score (out of 100) is 95 and above
- ii. Calculated on pro-rata basis if the performance score (out of 100) is less than 95. For example, if the performance score is 90, then the final monthly payment amount will be 90% of the “Monthly Eligible Amount”.

e. Centralized Payments Mechanism:

— A centralized payments mechanism at the level of DME, AP office shall be followed for making payments every month by duly verifying the proof of salary deposit in workers / staff bank accounts, E.S.I, EPF payments (as per the mandatory agency’s contribution of ESI and EPF) of the previous month.

- b) The Client or any other agency, as per existing rules of the Government, will have the right to examine the invoices as required under relevant rules. If such examination reveals any extra payment already provisionally made, the extra amount will be adjusted from the payment due to the Service Provider after due intimation.
- c) The agency should pay E.S.I, EPF payments regularly and submit the previous month of those payment receipt to the Superintendent/Principal / concerned authority every month along with monthly invoice. On production of such proof only subsequent payments will be paid by the concerned authority.

- d) The agency also need to provide Aadhaar numbers of all the workers deployed with institutions.
- e) Performance of the agency for every month has to be intimated to :
 - a) Client
 - b) District level committee
 - c) Head of the Department
- f) Employer's right to withhold final payment/s in any contingency: In case of any claim by any workman or consumers pending in any court of law or tribunal involving the employer also with the contractor/service provider, the employer is entitled to retain amount in relation to the claim from final bill of contractor till the claim is cleared.

6.20.20 Client Audit

The Service Provider, hereby, agrees to maintain all required books of accounts and to provide them to such audit as may be required to be carried out.

6.20.21 Supply of electricity

The electricity to be used by the Agency in connection with the sanitary services in the hospital will be provided by the implementing authority free of cost.

6.20.22 List of Equipment's, Consumables and Durables to be used

The document clearly lays down service standards of Sanitation for different areas in a Hospital as per "Swatchata guidelines for public health facilities" issued by MoHM&FW, Government of India (Appended as an Annexure – 9, to this order).

a. Equipment:

Vacuum Cleaner (Dry and wet)	Dust control system (Ie, Steam cleaning machine)
High Pressure Water Jet Cleaner	Backpack Vacuum cleaner
Auto Heavy Duty Scrubbing (Ride on Floor)	Ladder
	Walk Behind Manual Sweeper

b. Consumables:

Floor Duster	Urinal Cubes	Floor cleaning liquid / Phenyl
White dusters	Naphthalene balls	Brooms (Hard and Soft with long and short handles)
Room Fresheners	Sponges	Liquid toilet cleaner
Air Fresheners	Multipurpose cleaner	Plastic Scrubber
Yellow dusters	Disinfectant liquid /	Black Brush

	phenyl	
Floor Cleaner	White pad	Blue Dry Mop
Floor Polish	Drain openers	Acid
Feather duster	Scrubbing Brush Hard	Nylon scrubber

c. Durables:

Toilet Brush	Dustpan	Spray bottles
Glass Wiper	Vacuum pump	Kentucky Mop
Floor wiper/Rubber Squeeze	Dust Control mop	Buckets/Wringer Trolley

6.20.23 Penalties

There shall be penalties, as stated below, for violation / dereliction /irregularities in duty as per terms and conditions of bid/agreement following are penalties which shall be levied:

S.No	Component	Penalty amount
1	If the number of workers deployed are less than required	Penalty @ Rs.533/- per worker.
2	If the garbage is not lifted as per defined mode and schedule	Penalty @ Rs.500/- on each instance of failure.
3	Staff not in uniform /without I-Card	Penalty @ Rs.50/- per worker per day
4	Misbehavior by Housekeeping staff	Penalty @ Rs.500/- per incident.
5	Theft, damage of material/surface	Penalty for recovery on actuals and removal of staff from employment (This is incase of theft)
6	Non attending work in time For being late more than 3 times, shall be considered as leave	Penalty @ Rs. 533/- for every occurrence and employee
7	Repair of equipment	Equipment to be repaired within 48 hours. Otherwise penalty of Rs. 500 shall be levied daily

S.No	Component	Penalty amount
8	Delay in resolution of complaints raised by the hospital authority	<ul style="list-style-type: none"> ○ 3% of final monthly payment amount if average resolving time is within 24 hours ○ 5% of final monthly payment amount if average resolving time is within 24 to 48 hours ○ 8% of final monthly payment amount if average resolving time is more than 48 hours

The total penalties should not be more than 10% of the contract value.

6.20.24 End of service period (Contract Expiry Date)

The tenure of the contract will be for a period of 3 years. The contract is extendable for the next two years at the discretion of the State Level Committee, subject to satisfactory performance.

6.20.25 Contract Amendments & Prohibition of Sub-contracting

- A. Contract Amendments. - No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- B. Prohibition of Sub-contracting / Assignment of work - The Agency shall not Sub-Contract or assign, in whole or in part, to any other party, its obligations to perform under the contract.
- C. On violation of above terms, contract shall be terminated and performance security will be forfeited of the agency.

6.20.26 Other Conditions

- A. The performance security will be discharged by the Client and returned to the Agency not later than 30 days following the date of completion of the Agency's performance obligations under the contract.
- B. The Agency's request(s) for payment of bills shall be made to the Head of the Department in writing, accompanied by an invoice describing, as appropriate, the Services delivered or performed and upon fulfillment of other obligations stipulated in the contract.
- C. The payment shall be subject to deductions / additions, from / to the claim on account of penalties and incentives linked to performance against the Service Levels prescribed in the contract agreement.
- D. If any change in the scope of work causes an increase or decrease in the cost of, or the time required for, the Agency's performance of any provisions

under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Agency for adjustment under this clause must be asserted within thirty (30) days from the date of instructions of receipt of the Head of the Department.

- E. The areas of the concerned Hospitals / Colleges to be verified by the agency within 30 days of award of the contract and any revision for increase in areas (to be certified by the Superintendent / Principal / Director) to be claimed within a month and contract price will be adjusted accordingly. Any such requests after the deadline will not be entertained.
- F. Number of manpower deployed by the agency to be reconfirmed by the agency within a month according to the physical requirement at the Hospital.
- G. Whenever additional blocks are constructed the contract price will be enhanced by adjustment of the value of the monthly bills by the Head of the Department based on the recommendations of the Superintendent / Principal / Director, if the agency execute contract services in that additional blocks.
- H. Any change in the scope and contract price shall be effective only on approval from Client.
- I. The contractor/service provider is bound to produce as and when required by the employer all invoices, receipts, bills, accounts, vouchers, licenses, permissions etc., compliance of labour Laws and other applicable laws if any, safety and standard certificates applicable if any and produce all the above and also any exemption from GST or ITC for GST/CGST/IGST availed by and or available to him and also any ITC claimed and availed by him for GST in so far as the service contract concerned with TAN & respective Registration particulars, Labour Cess etc. if any.

6.20.27 Termination of the contract

The Client may terminate the Contract if:

- a) Termination by Default - If the agency is non-compliant as per the section 6.20.19, for any 3 months out of 12 months (commencing from the agreement date) for more than 30% of the hospitals & colleges, the contract will be terminated by the Implementing Authority and the performance security will be forfeited. Further such agencies are not eligible to participate in the future tenders invited by the APMSIDC up to next three years. The noncompliance shall be calculated on an average of aggregate monthly scoring of each hospital.

Risk Purchase: On termination of the contract in respect of any institution, the Client may obtain sealed quotations from leftover bidders and select any one of

them who offered lowest price. The differential amount between contract price of the terminated agency and the quoted price of newly selected agency shall be recovered from the bills/ performance security of terminated agency towards the risk purchase cost.

- b) Termination for Insolvency - The implementing authority may at any time terminate the Contract by giving written notice to the Agency, if the Agency becomes bankrupt or otherwise insolvent. In such an event, termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the implementing authority.
- c) Termination for Convenience - The implementing authority, may by written notice within one month sent to the Agency, terminate the Contract, in whole or in part, at any time for its convenience without any liability on the Authority. However, all the bills to be paid to the Agency till date shall be settled based on the performance.
- d) Termination of Agreement for Non-performance of Contractual Obligations leading to Public Hazard - Due to the non performance of any of the contractual provisions by the agency, lead to Public Hazard or deterioration of Health conditions of the patients, attendants and general public who have access to the premises, the Implementing Authority can terminate the agreement for non performance of the contractual obligations, leading to public hazard, duly forfeiting the performance security. Further, the firm shall be prohibited from participating in future tenders for a period of 3 (three) years.
- e) Termination of services for each hospital/college:

If the agency is non-compliant as per the section 6.20.19, for any 3 months out of 12 months (commencing from the agreement date), the contract for that particular hospital/college will be terminated by the Implementing Authority or its nominated concerned authority for that particular institution and the performance security of that particular institution will be forfeited.. The noncompliance shall be calculated on an average of aggregate monthly scoring of each hospital.

Risk Purchase: On termination of the contract in respect of any institution, the Client may obtain sealed quotations from leftover bidders and select any one of them who offered lowest price. The differential amount between contract price of the terminated agency and the quoted price of newly selected agency shall be recovered from the bills/ performance security of terminated agency towards the risk purchase cost.

Tender for Providing Sanitation Services for the Teaching Hospitals and Government Medical/Nursing/Dental colleges under the control of DME institutions in Zonal Wise Package 3

Form 1 : Area details

LIST OF INSTITUTIONS WITH AREA, BED & MANPOWER DETAILS

Sl. No	District	Name of the Institution	Type of Institution	No. of Sanctioned Beds	No. of Colleges	No. of Hostels	Built Up Area (sft.)	Open Premises Sq. Yards	Areas										Manpower (Nos.)								
									Critical Areas Sft.	Inpatient Areas Sft.	Other Areas Sft.	Bath Rooms Sft.	Toilets No.s	Drainages & Sewers Rmt.	Manholes Nos.	Open Premises Sq. Yards	Normal Bins Nos.	Biomedical Bins Nos.	No. of Workers (Based on Bed Strength)				Open Area Manpower	For College / Hostels	Total Workers	Reserve Workers	No. of Supervisors
																			1st Shift	2nd Shift	3rd Shift	Total					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	10	11	12	13	14	15	16	17	18
1	NTR	Govt. General Hospital, Vijayawada (Old and New Hospitals, PMSSY)	Hospital	1,260			5,13,168	25,341	104849	81443	302023	24853	413	2235	193	25341	400	300	84	50	36	170	4		174	9	12
2	NTR	Govt. Medical College, Vijayawada	Medical College		1		1,95,498	29,040	0	0	187232	8266	95	2200	65	29040	25	15	0	0	0	0	5	26	31	2	2
3	NTR	Govt. Medical College Hostels, Vijayawada	Medical College Hostels			5	1,61,590	25,560	0	0	149254	12336	270	1660	55	25560	45		0	0	0	0	4	22	26	2	2
4	NTR	Govt.Dental College, Vijayawada	Dental College		1		83,037	7,757	19890	0	62107	1040	54	570	52	7757	80	60	0	0	0	0	1	11	12	1	1
5	NTR	Govt.Dental College Hostels, Vijayawada	Dental College Hostels			2	32,347	2,756	0	0	31720	627	36	335	19	2756	30		0	0	0	0	0	4	4	1	0
6	NTR	Govt. Nursing College, Vijayawada	Nursing College		1		12,065	1,000			11304	761	15	110	20	1000	5		0	0	0	0	0	2	2	1	0
7	NTR	Govt. Nursing College Hostels, Vijayawada	Nursing College Hostels			1	16,573	1,200			14645	1928	20	200	15	1200	20		0	0	0	0	0	2	2	1	0
8	Krishna	Govt. General Hospital, Machilipatnam including Govt. Nursing College & Hostels	Hospital	450			2,21,180	17,931	51196	49687	110819	9478	268	2329	305	17931	85	30	30	18	13	61	3		64	4	4
9	Krishna	Govt. Medical College, Machilipatnam	Medical College		1	-	1,30,358	4,325	0	0	125528	4830	216	3425	98	4325	40	20	0	0	0	0	1	17	18	1	1
10	Krishna	Govt. Medical College Hostels, Machilipatnam	Medical College Hostels		-	4	44,206	1,897	0	0	40015	4191	58	502	31	1897	36	0	0	0	0	0	6	6	1	0	
11	Guntur	Govt. General Hospital including Cancer Block, Guntur	Hospital	1,267			6,69,745	48,292	103474	147912	405648	12711	460	4676	430	48292	116	78	84	51	36	171	8		179	9	12
12	Guntur	Govt.Medical College, Guntur.	Medical College		1		3,21,613	29,000	0	0	318013	3600	55	890	64	29000	6	6	0	0	0	0	5	43	48	3	3
13	Guntur	Govt.Medical College Hostels, Guntur.	Medical College Hostels			10	3,08,840	72,437	0	0	291332	17508	505	1522	69	72437	22	0	0	0	0	0	12	41	53	3	4

Tender for Providing Sanitation Services for the Teaching Hospitals and Government Medical/Nursing/Dental colleges under the control of DME institutions in Zonal Wise Package 3

Sl. No	District	Name of the Institution	Type of Institution	No. of Sanctioned Beds	No. of Colleges	No. of Hostels	Built Up Area (sft.)	Open Premises Sq. Yards	Areas										Manpower (Nos.)								
									Critical Areas Sft.	Inpatient Areas Sft.	Other Areas Sft.	Bath Rooms Sft.	Toilets No.s	Drainages & Sewers Rmt.	Manholes Nos.	Open Premises Sq. Yards	Normal Bins Nos.	Biomedical Bins Nos.	No. of Workers (Based on Bed Strength)				Open Area Manpower	For College / Hostels	Total Workers	Reserve Workers	No. of Supervisors
																			1st Shift	2nd Shift	3rd Shift	Total					
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	10	11	12	13	14	15	16	17	18
14	Guntur	Govt. Nursing College, Guntur.	Nursing College		1		43,838	2,770			39517	4321	38	208	39	2770	6	6	0	0	0	0	0	6	6	1	0
15	Guntur	Govt. Nursing College Hostels, Guntur.	Nursing College Hostels			1	44,087	2,770			39990	4097	53	253	47	2770	10	0					0	6	6	1	0
16	Guntur	GHCCD (Fever Hospital), Guntur	Hospital	100			25,959	4,064	618	7670	15869	1802	31	1023	21	4064	22	4	7	4	3	14	1		15	1	1
17	Guntur	Govt. Hospital, Mangalgiri.	Hospital	30			11,452	1,909	741	1817	8474	420	14	417	27	1909	22	4	2	1	1	4	0		4	1	1
18	Guntur	YVC Oncology wing, Chinnakakani.	Hospital	30			12,047	1,748	641	3974	7083	349	11	120	8	1748	30	4	2	1	1	4	0		4	1	1
19	Prakasam	Govt. General Hospital, Markapuram	Hospital	320			71,148	33,950	7618	23560	39350	620	116	940	60	33950	160	18	21	13	9	43	6		49	3	3
20	Prakasam	Govt. General Hospital, Ongole.	Hospital	500			4,57,713	56,200	51,435	75,540	3,16,020	14,718	549	7,500	240	56,200	350	275	33	20	14	67	9		76	4	5
21	Prakasam	Govt. Medical college, Ongole.	Medical College		1		5,92,949	14,903			5,92,949	0	131	1,010	77	14,903	70	45	0	0	0	0	2	79	81	5	5
22	Prakasam	Govt. Medical college Hostels, Ongole.	Medical College Hostels			4	3,21,104	17,225			3,05,482	15,622	421	2,746	148	17,225	230		0	0	0	0	3	43	46	3	3
23	Prakasam	Govt. Nursing College, Ongole.	Nursing College		1		36,026	16,725			33,840	2,186	56	616	45	16,725	70	25	0	0	0	0	3	5	8	1	1
24	Prakasam	Govt. Nursing College Hostels, Ongole.	Nursing College Hostels			1																					
25	Nellore	Govt. General Hospital, Nellore.	Hospital	750			8,20,324	64,000	72,895	1,48,362	5,51,106	47,961	1023	10,170	624	64,000	85	85	50	30	21	101	11		112	6	7

Tender for Providing Sanitation Services for the Teaching Hospitals and Government Medical/Nursing/Dental colleges under the control of DME institutions in Zonal Wise Package 3

Sl. No	District	Name of the Institution	Type of Institution	No. of Sanctioned Beds	No. of Colleges	No. of Hostels	Built Up Area (sft.)	Open Premises Sq. Yards	Areas										Manpower (Nos.)									
									Critical Areas Sft.	Inpatient Areas Sft.	Other Areas Sft.	Bath Rooms Sft.	Toilets No.s	Drainages & Sewers Rmt.	Manholes Nos.	Open Premises Sq. Yards	Normal Bins Nos.	Biomedical Bins Nos.	No. of Workers (Based on Bed Strength)				Open Area Manpo wer	For College / Hostels	Total Workers	Reserve Workers	No. of Supervi sors	
																			1st Shift	2nd Shift	3rd Shift	Total						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	10	11	12	13	14	15	16	17	18	
26	Nellore	Govt. Medical College, Nellore	Medical College		1		1,79,495	33,760			1,70,692	8,803	120	200	70	33,760	20	0	0	0	0	6	24	30	2	2		
27	Nellore	Govt. Medical College Hostels, Nellore	Medical College Hostels			3	1,97,500	8,800			1,76,938	20,562	209	400	67	8,800	20	0	0	0	0	1	26	27	2	2		
28	Nellore	Govt. Nursing College, Nellore	Nursing College		1		31,476	414			30,130	1,346	32	110	18	414	10	0	0	0	0	0	4	4	1	0		
29	Nellore	Govt. Nursing College Hostels, Nellore	Nursing College Hostels			1	37,897	0			36,077	1,820	56	0		0	20	0	0	0	0	0	5	5	1	0		
30	Tirupati	SVRRG General Hospital, Tirupati	Hospital	769			3,13,359	72,574	28,931	72,398	2,07,174	4,856	570	3,400	300	72,574	310	162	51	31	22	104	12	116	6	8		
31	Tirupati	S.V. Medical College, Tirupati	Medical College		1		1,89,394	33,848			1,79,548	9,846	171	680	68	33,848	65	0	0	0	0	6	25	31	2	2		
32	Tirupati	S.V. Medical College Hostels, Tirupati	Medical College Hostels			10	7,47,956	55,528			7,05,562	42,394	1085	4,862	487	55,528	985	0	0	0	0	9	100	109	6	7		
33	Tirupati	Govt. Nursing College, Tirupati	Nursing College		1		41,229	2,550			40,143	1,086	18	150	20	2,550	15	0	0	0	0	0	5	5	1	0		
34	Tirupati	Govt. Nursing College Hostels, Tirupati	Nursing College Hostels			1	74,621	430			67,477	7,144	88	250	30	430	40	0	0	0	0	0	10	10	1	1		
35	Tirupati	Govt Maternity Hospital, Tirupati	Hospital	380			3,11,535	10,324	47,225	39,282	2,14,834	10,194	273	682	72	10,324	275	305	25	15	11	51	2	53	3	4		
Total				5,856	12	43	72,71,329	7,01,028	4,89,513	6,51,645	58,27,895	3,02,276	7,530	56,391	3,884	7,01,028	3,725	1,442	389	234	167	790	114	512	1,416	90	94	

Form 2: Equipment and Consumables

S. No.	Particulars	Item	Qty per 10000 Sq. Ft. Consumables per month*	Units
Consumables to be used for Maintaining 10,000 Sq.Ft. of floor space (Per month)				
1	Cleaning Chemicals and consumables (List including manufacturer's specifications to be provided)	Chemicals (Chlorine, Hydrogen peroxide, Isopropyl alcohol etc.)	5.23	liters
		Naphthalene Balls	0.32	Kgs
		Phenyle	1.28	Litres
		Soap Oil	0.64	Litres
		Bleaching Powder	0.32	Kgs
2	Cleaning accessories (List including Manufacturer's specifications to be provided)	Dry Mop	0.40	Nos.
		Wet Mop	0.51	Nos.
		Job Kit	0.40	Nos.
		Dustpan	0.64	Nos.
		Floor Squeeze	0.51	Nos.
		Dusters	0.99	Nos.
		Plumber Pumps	0.40	Nos.
		Floor Scrapers	0.40	Nos.
		Hard Brushes	0.51	Nos.
		Scrubbing Pads	0.23	Nos.
		Hand Scrubbers	0.64	Nos.
		Dry Mop Refills	1.28	Nos.
		Wet Mop Refills	2.04	Nos.
		Hand Gloves	2.09	Nos.
		Nose Masks	1.05	Nos.
		Gum Boots	0.64	Nos.
3	Waste disposal covers (Colour Coded)	Blue/Red/Black/ Yellow/ White	4.46	kgs
4	Waste disposal bins (Colour Coded)	Red/Black/Blue	0.59	Nos.
* The quantities are arrived at on an assumption of average utilization of the facility but might vary as per actual scenario from premises to premises				

Equipment to be deployed for 3 years

S. No.	Particulars	Criteria (I.e., 1 equipment for sq ft of area mentioned below)	Remarks
1	Wet and Dry Vacuum Cleaner	1,00,000	In case the institution does not have the suggested area for considering the said item then the agency should consider at least one such equipment in those institutions
2	Backpack Vacuum Machine	1,00,000	To be proposed if the institution area is 1,00,000 sqft
3	Auto heavy duty Scrubbing Machine (Ride on Floor)	1,00,000	To be proposed if the institution area is 1,00,000 sqft
4	High Pressure Water Jet Machine	1,00,000	To be proposed if the institution area is 1,00,000 sqft
5	Walk behind Manual Sweeper	1,00,000	In case the institution does not have the suggested area for considering the said item then the agency should consider at least one such equipment in those institutions
6	Bucket Trolley	50,000	In case the institution does not have the suggested area for considering the said item then the agency should consider at least one such equipment in those institutions
7	Glass Cleaning Kit	1,00,000	In case the institution does not have the suggested area for considering the said item then the agency should consider at least one such equipment in those institutions
8	Ladders	1,00,000	In case the institution does not have the suggested area for considering ladder then the agency should consider at least one ladder in those institutions
9	Steam cleaning machine	1,00,000	To be proposed if the institution area is 1,00,000 sqft
10	Grass Cutting Machine	At every institution	

Note:

1. All equipment to be proposed should be for hospital use.
2. The areas mentioned for the considering the equipment is only indicative. The agency may include the additional no. of equipment or any other type of equipment as per requirement.

Form 3 : Waste management instructions

A) Waste Management

Waste generated within a health facility should always follow a well-defined stream from their point of generation until their final disposal

Steps	Location	Health care waste stream	Responsibility
1	Treatment units, kitchen & pharmacies	Generation	Implementing Authority
2		Segregation at source	Implementing Authority
3	In the health facility premises	Collection + on site transport	Agency
4		On-site storage	Agency
5	Outside the health facility	Off – site transport / disposal	Common Bio-waste Management Treatment facility selected by the implementing authority

B) Colour coding system:

The colour coding system aims at ensuring an immediate and non-equivocal identification of the hazards associated with the type of waste that is handled or treated.







Black	Yellow	Brown
Non-risk waste (Cat – A) General Office waste, packaging material, leftover food etc.,	Special waste which includes B1-human anatomical waste, B4-cyto-toxic pharmaceutical waste, B5 – Blood & body fluids B2 - sharps to be destroyed at source with special devices	B32-Potentially hazardous (when used improperly by an unauthorized person) B-33 Hazardous Pharmaceutical waste including comprising heavy metal containing unidentifiable pharmaceuticals and disinfectants
B-1 Exceptionally, small quantity of human anatomical waste	CI-Infectious waste (Blood, faces or body secretions from patients with infectious diseases) C2 highly infectious waste (microbiological cultures)	D-Other hazardous waste including thermometers, blood pressure gauges, photographic fixing and developing solutions in X-ray departments, halogenated and developing solutions in X-ray departments, halogenated and non-halogenated solvents, organic and in –organic chemicals.
B31- Pharmaceutical waste – which is nonhazardous	D-Radioactive waste includes solid, liquid and gaseous waste contaminated with radio nuclides generated from in vitro analysis of body tissue and fluid in vivo body organ imaging and tumor localization, investigation and	

Black	Yellow	Brown
	therapeutic procedures	

i) Yellow polythene bags are to be of minimum 300 microns gauge marked and indicated with the international biohazard symbol.

ii) All the supervisors in the agency are to be well versed in the health care waste management's guidelines of WHO.

C) Labeling of Health Care Waste categories

Category	Labeling	International Symbols
B1	<< Danger ! Anatomical waste, to be incinerated or deeply buried >>	
B2	<< Danger ! Contaminated sharps, do not open >>	
B4,B5,C1	<< Danger ! Hazardous infectious waste>>	
C2	<< Danger ! Highly infectious waste, to be pre-treated >>	
B32, B33, D	<< Danger ! To be discarded by authorized staff only >>	
E	<< Danger ! Radioactive waste>>	

Annexure 1: Letter of Proposal

(To be submitted by Bidder on Letterhead)

Date:

To
Managing Director
APMSIDC
2nd Floor, PHYCARE Building
Plot No. 9, APIIC IT Park
Autonagar, Mangalagiri,
Andhra Pradesh

Tender Ref:

Tender Name: Providing Sanitation Services for the Teaching Hospitals and Government Medical/Nursing/Dental colleges under the control of DME institutions in Zonal Wise Package 3 (NTR, Krishna, Guntur, Prakasam, Nellore, Tirupati Districts)

Dear Sir,

- 1) All information provided in the Proposal and in the Appendices, is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- 2) I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- 3) I/We acknowledge the right of the Client to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) I/We to the best of our knowledge certify that in the last five financial years (i.e., 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20), we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been blacklisted from any project or contract work by any public authority nor involved in any criminal cases nor there are even any bankruptcy proceedings pending.
- 5) I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Service Provider, without incurring any liability to the Bidders
- 6) I/We to the best of our knowledge certify that, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 7) I/We to the best of our knowledge further, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

- 8) I/We agree and understand that the Proposal is subject to the provisions of the Tender document. In no case, shall I/We have any claim or right of whatsoever nature if our Proposal is not opened or rejected.
- 9) I/We agree to keep this offer valid for 180 days from the Proposal Submission Date specified in the Tender.
- 10) I/We agree and undertake to abide by all the terms and conditions of the Tender Document. In witness thereof, I/We submit this Proposal under and in accordance with the terms of the Tender Document.

Yours faithfully

Place:

()

Date: Signature of authorized signatory

Designation and Official seal

Annexure 1A: Self declaration form

(To be submitted by Bidder on Letterhead)

Date:

To
Managing Director
APMSIDC
2nd Floor, PHYCARE Building
Plot No. 9, APIIC IT Park
Autonagar, Mangalagiri,
Andhra Pradesh

Tender Ref:

Tender Name: Providing Sanitation Services for the Teaching Hospitals and Government Medical/Nursing/Dental colleges under the control of DME institutions in Zonal Wise Package 3 (NTR, Krishna, Guntur, Prakasam, Nellore, Tirupati Districts)

Dear Sir,

DECLARATION OF THE BIDDER

- 1) I/WE have not been black listed in any department / Corporation of State / Central Govt. due to any reasons.
- 2) I/WE have not been demoted to the next lower category for not filing the tenders after buying the tender schedules in a whole year and my/our registration has not been cancelled for a similar default in two consecutive years.
- 3) I/WE agree to disqualify me/us for any wrong declaration in respect of the above and to summarily reject my/our tender.

I / We, _____ have gone through carefully all the Tender conditions and solemnly declare that I / we will abide by any penal action such as disqualification or black listing or determination of contract or any other action deemed fit, taken by, the Department against us, if it is found that the statements, documents, certificates produced by us are false / fabricated.

Yours faithfully

Place:

()

Date: Signature of authorized signatory

Designation and Official seal

Annexure 2: Declaration that the bidder is not blacklisted

(Affidavit to be submitted by the bidder)

{Place}

{Date}

To,

Ref: Tender Notification no <xxxx> dated <dd/mm/yy>

Subject: Self Declaration of not been blacklisted in response to the Tender for “Providing Sanitation Services for the Teaching Hospitals and Government Medical/Nursing/Dental colleges under the control of DME institutions in Zonal Wise Package 3 (NTR, Krishna, Guntur, Prakasam, Nellore, Tirupati Districts)”

Dear Sir,

We confirm that our entity, _____, is not blacklisted or involved in criminal cases or not covered by any pending bankruptcy proceedings by any Central/ State Governments/ PSUs in India during the last five financial years (i.e., 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20) on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We shall be liable for termination and also for penalty and for criminal prosecution in case any information found not true and correct.

Place:

Date:

Bidder's Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Annexure 3: Joint venture Agreement

JOINT VENTURE AGREEMENT

This Agreement is made and entered into on this _____ of Month 2024 by and between

Between

M/s. _____, a (Mention the type of entity) having its office at _____ (address) Andhra Pradesh, India (here in after referred to as “_____ the first part”), represented by its (mention designation of Head of the entity), Sri _____, who is authorized to execute any document on behalf of the (Mention the type of entity).

AND

M/s. _____ a (Mention the type of entity) having its office _____, Andhra Pradesh, India (hereinafter referred to as second party, represented by its (mention designation of Head of the entity), Sri. _____, who is authorized to execute any document on behalf of the (Mention the type of entity).

Whereas the Managing Director, APMSIDC, (An Enterprises of Govt., of Andhra Pradesh) (MD / Employer) has invited tenders vide **Tender Notice**

Whereas the Parties desire to co-operate in the preparation and submission of the qualification criteria to qualify and if qualified and if awarded the contract(s) to execute the project(s).

NOW, THEREFORE, and in consideration of the foregoing premises and the covenant set forth under, the parties have agreed to establish and constitute by and between themselves a joint venture for the exclusive purpose of participating in the tenders for projects and actually undertaking execution thereof, should the parties be successful in being awarded the project(s) by the employer’.

NOW THE AGREEMENT WITNESSETH AS FOLLOWS.

The parties hereby agree to form a joint venture (not incorporated) under the name of _____ JV specifically for the project(s). The Head office of the Joint venture shall unless otherwise decided later be situated at _____.

The purpose of the Joint Venture are:-

- A. To Jointly prepare and submit the qualification criteria for the projects.
- B. To Jointly prepare and submit the tender for the project(s) in the name of the joint venture.
- C. To execute the Project(s) in accordance with the terms and conditions of the Contract to be made between Client (on behalf of the Employer) and the Joint Venture, if the Contract is awarded to the Joint Venture.

No Party has the right to represent the other Party or to enter into any commitment on behalf of the other Party without prior written consent of the other party.

We the joint venture shall be responsible, liable jointly and severally for the execution of contract in accordance with contract terms and a relevant statement to this effect shall be included in the MOU / Joint venture partnership deed.

2. Partner Incharge (Leading partner):

_____ shall act as partner incharge (leading partner) representing the Joint venture and shall have the authority to receive instructions for and incur liabilities on behalf of this joint venture during the entire execution of the contract. Payments shall be made in favour of joint venture only.

3. Participation Ratios:

Participation Ratio of each party shall be as follows:

Leading partner	-	Not less than 51%
Other partner	-	_____

Any and all profit or loss of the project shall be shared between the parties in proportion to Participation Ratio.

4. Authorized Representative for the Joint Venture:

Sri. _____, _____ of _____ is hereby severally appointed as authorized representative of the JV for submitting bids and to make any correspondence on behalf of the JV with the employer in regard to the above referred works.

5. Roles / Obligations:-

- 5.1** The Parties agree that for the execution of the whole of the work, the parties shall work in full integration in arrangement to bring the required finance (both Fund Based and Non-Fund Based), Plants and equipment, materials, man power and other resources in such manner as may be mutually agreed to for the successful completion of the project, with full commitments and responsibility.
- 5.2** It is agreed that the partner incharge(leading partner) after obtaining the written consent of the other J.V.partner is authorized to raise the required funds, resources for augmenting working capital and the JV is liable to liquidate the said liability of the extent that the same is brought into the regular books of accounts.

6. Joint and Several Liability:

The parties shall be jointly and severally liable towards the Employer, for any and all obligations which the Joint venture may incur in relation to the Contract which the joint venture may enter into with employer with liability unlimited.

7. Management Committee:-

For the purpose of the Joint venture policy and expediting decisions and approvals, requiring the action of the Joint Venture, it is hereby agreed to establish a Management Committee consisting of one representative from each constituent of joint venture with full power and authority from the Board of Directors of the concerned entity, under the chairmanship of the representative of the partner incharge. The entire work of the contract shall be executed under the control and guidance of the Management Committee.

8. Operation of Bank Accounts and Payments:-

The Joint venture shall open and operate a bank account throughout the contract period into which all payments in respect of the project, in particular, all payments from the employer under the contract, shall be received. The Bank Account shall be operated by the person nominated by the Joint venture partners, to execute necessary power of attorney in favour of the nominated representatives as may be decided by the Management Committee.

9. Equipment:-

The Management Committee shall be entitled to own, hire or acquire such equipments, which may not be available with the joint venture partners.

10. Non – Performance of Responsibility by any of Joint Venture:-

- A. As between themselves, each party shall be fully responsible for the fulfillment of all obligations arising out of its scope of the work for the project subject to the agreement between the parties and shall hold harmless and indemnified against any damage arising out from its default or non-fulfillment of such obligations.
- B. If any party fails to perform its obligations described in the agreement during the execution of the project and to cure such breach within the period designated by non-defaulting party, then the other parties shall have the right to take up work, the interest and responsibilities of the defaulting party at the cost of the defaulting party.

12. Governing Laws:-

The agreement shall be constructed and interpreted in accordance with the laws of India.

13. Confidentiality:-

All information acquired by any party from the other party shall be treated as confidential by the recipient and shall not be used other than for the purpose contemplated by this joint venture without the consent from the party providing the information.

14. Dispute and Settlement:-

Any dispute or difference between the parties arising out of, or in connection with this joint venture agreement which cannot be resolved amicably between the parties at the level at which it arose within 15 days thereof shall, in the first instance, be referred to the Management of each party for resolution within the next 30 days for claims upto one crore and beyond only in civil courts in Amaravathi.

If the said dispute can't be settled within the said 30 days, then all disputes arising out of or in connection with this joint venture agreement shall be finally settled by arbitration as provided under the arbitration & conciliation Act., 1996, and any amendment thereto or re-enactment thereof. The venue of the arbitration shall be at Mangalagiri. The courts in

Amaravathi, Andhra Pradesh shall have exclusive jurisdiction to try any matter arising out of agreement.

15. Termination:-

This Agreement shall terminate upon any of the following:

- a. Employer reject the technical bid for not satisfying the qualification criteria (to accept application for pre-qualification)
- b. Employer cancels the project(s).
- c. The Parties fail to reach an agreement on the important terms and conditions of the Bid, including but not limited to Tender Price.
- d. Any Party commits material breach of this Agreement and fails to cure such defects within a reasonable period.

16. Assignment:-

No member firms shall assign, encumber or transfer its interests in, or any assets or revenue of the joint venture, or any of its rights or obligation under this agreement without obtaining the prior written consent of the other party.

17. Any of the terms of this agreement may be amended, modified or otherwise be dealt with provided that the same shall be in writing and which shall have the same effect as if embodied in this agreement and shall form part of this agreement.

18. On witness where of both the parties have executed this joint venture agreement on the day month and year first above mentioned.

For and on behalf of
1.

Witness

for Joint venture

Authorized signatory

For and on behalf of
2.

Witness

PHOTO GRAPHS AND FINGER PRINTS AS PER 32A OF REGISTRATION ACT, 1908

Sl:No	Finger Print in Black (Left Thumb)	Passport size Photograph (Black and White)	Name & Permanent Postal Address of the Firms/Bidders/Joint ventures .
1			
2			

SIGNATURE OF THE WITNESS

- 1)
- 2)

SIGNATURE

- 1)
- 2)

Annexure 4 : Financial Proposal Format

4(a): Abstract Rate statement

We offer to provide the sanitation services specified in the bidding documents conforming to the specified quality standards and service levels at the following prices.

NAME OF WORK : Providing Sanitation Services for the Teaching Hospitals and Government Medical/Nursing/Dental colleges under the control of DME institutions in Zonal Wise Package 3 (NTR, Krishna, Guntur, Prakasam, Nellore, Tirupati Districts)

S.No	Item of work	Unit	Total Quantity	Unit rate per month (Rs.)	Price per month (Rs.)
A	Sanitation				
1	Cleaning				
	a) Critical areas	Sft.	4,89,513		
	b) Inpatient areas	Sft.	6,51,645		
	c) Other areas	Sft.	58,27,895		
2	Drainages and Sewerages				
	Bathrooms and wash area	Sft.	3,02,276		
	Toilet Rooms	Nos.	7,530		
	Open drains and Sewer lines	RMt.	56,391		
	Manholes	Nos.	3,884		
3	Open premises	Sq. yards	7,01,028		
	Grand Total (Hospitals + Medical College + Nursing College + Dental College including Hostels for all colleges)	Rs.			

Note:

1. Price is inclusive of any applicable taxes **excluding GST**.
2. The pro rata amount based on services standards quoted by the bidder will be considered whenever addition / deletion of quantities are necessitated.
3. If there is discrepancy between the amount quoted in **online Commercial form** and in the **Price Schedule**, the lesser of the two statements will be used for entering into agreement.
4. All bidders shall submit the detailed cost breakup for both before (online) and after reverse tendering (in hard copy format).
5. In case the bidder does not quote for any of the line items, no additional cost shall be incurred to the client.

Sl. No.	Component	Cost Per Month (Rs.)	Remarks
1	Manpower		
2	Equipment		
3	Consumables		
4	Operational expenditure		
5	Total		

(Institution wise breakup to be provided)

4(b) Institution wise PRICE SCHEDULE

Sl. No.	Name of each Institution	Manpower (Rs.) (inclusive of all taxes)	Equipment (Rs.) (inclusive of all taxes)	Consumables (Rs.) (inclusive of all taxes)	Operational expenditure (Rs.) (inclusive of all taxes)	Sanitation amount per month (Rs.) (inclusive of all taxes)
1	Govt. General Hospital, Vijayawada (Old and New Hospitals, PMSSY)					
2	Govt. Medical College, Vijayawada					
3	Govt. Medical College Hostels, Vijayawada					
4	Govt. Dental College, Vijayawada					
5	Govt. Dental College Hostels, Vijayawada					
6	Govt. Nursing College, Vijayawada					
7	Govt. Nursing College Hostels, Vijayawada					

Sl. No.	Name of each Institution	Manpower (Rs.) (inclusive of all taxes)	Equipment (Rs.) (inclusive of all taxes)	Consumables (Rs.) (inclusive of all taxes)	Operational expenditure (Rs.) (inclusive of all taxes)	Sanitation amount per month (Rs.) (inclusive of all taxes)
8	Govt. General Hospital, Machilipatnam including Govt. Nursing College & Hostels					
9	Govt. Medical College, Machilipatnam					
10	Govt. Medical College Hostels, Machilipatnam					
11	Govt. General Hospital including Cancer Block, Guntur					
12	Govt. Medical College, Guntur.					
13	Govt. Medical College Hostels, Guntur.					
14	Govt. Nursing College, Guntur.					
15	Govt. Nursing College Hostels, Guntur.					
16	GHCCD (Fever Hospital), Guntur					
17	Govt. Hospital, Mangalagiri.					
18	YVC Oncology wing, Chinnakakani.					
19	Govt. General Hospital, Markapuram					

Sl. No.	Name of each Institution	Manpower (Rs.) (inclusive of all taxes)	Equipment (Rs.) (inclusive of all taxes)	Consumables (Rs.) (inclusive of all taxes)	Operational expenditure (Rs.) (inclusive of all taxes)	Sanitation amount per month (Rs.) (inclusive of all taxes)
20	Govt. General Hospital, Ongole.					
21	Govt. Medical college, Ongole.					
22	Govt. Medical college Hostels, Ongole.					
23	Govt. Nursing College, Ongole.					
24	Govt. Nursing College Hostels, Ongole.					
25	Govt. General Hospital, Nellore.					
26	Govt. Medical College, Nellore					
27	Govt. Medical College Hostels, Nellore					
28	Govt. Nursing College, Nellore					
29	Govt. Nursing College Hostels, Nellore					
30	SVRRG General Hospital, Tirupati					
31	S.V. Medical College, Tirupati					
32	S.V. Medical College Hostels, Tirupati					
33	Govt. Nursing College, Tirupati					
34	Govt. Nursing College Hostels,					

Sl. No.	Name of each Institution	Manpower (Rs.) (inclusive of all taxes)	Equipment (Rs.) (inclusive of all taxes)	Consumables (Rs.) (inclusive of all taxes)	Operational expenditure (Rs.) (inclusive of all taxes)	Sanitation amount per month (Rs.) (inclusive of all taxes)
	Tirupati					
35	Govt Maternity Hospital, Tirupati					
	GRAND TOTAL					

Note:

- 1 The amount quoted by the bidder in the online Commercial form will only be considered for financial evaluation.
- 2 The price schedule is used for entering into institution wise agreements.
- 3 **The quantities mentioned in Annexure 4(a) is for entire package. The bidder should furnish Annexure 4(a) for each hospital, colleges including hostels taking the quantities for respective institutions from Form 1: Area details. This shall be used for purpose of concluding the agreement.**

The reverse tendering shall happen on the grand total monthly price quoted online. The percentage of reduction on total monthly price done by the successful bidder during reverse tendering shall be used for proportionately reducing the individual component mentioned in Annexure 4(a) provided for each institution. The unit rates arrived in Annexure 4(a) after reverse tendering, shall be used to calculate the total monthly price for each institution based on the areas provided in Form 1.

In case, there is a discrepancy found between the calculated monthly price from Annexure 4(a) and the calculated total monthly price from Form 1 then the lowest of the two shall be considered as monthly price for that particular institution for concluding agreement.

However, the final cost for all institutions shall not exceed the amount quoted in e-platform.

Signature of Authorized representative of bidder.

Annexure 5A: Format for Power of Attorney

Know all men by these presents, we.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms.....(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for **<Insert TENDER Name>** including signing and submission of all documents and providing information / responses to the APMSIDC representing us in all matters before APMSIDC and generally dealing with APMSIDC in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _____ day of _____ 200_

For _____
(Name, Designation and Address)
Accepted

_____(Signature)
(Name, Title and Address of the Attorney)

Date : _____
Note:

i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Annexure 5B: Format for Power of Attorney for Lead Member of JV

Whereas (“the Client”) has invited bids forin the State of Andhra Pradesh (“Project”). Whereas, _____, _____and _____(collectively the “JV”) being Members of the JV are interested in bidding for the Project in accordance with the terms and conditions of the Tender and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the JV to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,_____having our registered office/principal place of business (Insert suitable name) at____, and M/s._____, having registered office/principal place of business (Insert suitable name) at_____,{insert the respective

names and addresses of the registered office} (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____, having its registered office/principal place of business (Insert suitable name) at____, being one of the Members of the JV, as the Lead Member and true and lawful attorney of the JV (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV and any one of us during the bidding process and, in the event the JV is awarded the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the JV, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV and generally to represent the JV in all its dealings with the Client, and/ or any other authorized representative of the Client or any person, in all matters in connection with or relating to or arising out of the JV’s bid for the Project and/ or upon award thereof till the Contract Agreement is entered into with the Client.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/JV.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE
EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF ____ 2024.

For _____

Annexure 6: Technical Proposal

PART I – Basic information of Bidder

1. Name of the Entity:
2. Office address:
3. Date of Incorporation:
4. Constitution of the Bidder:
5. Core business activities:
6. Number of years in business
7. Presence in India:
8. Total no. of employees:
9. Details of main branches in the State of AP:
10. Details of contact persons:
11. Any other details:

Name:

Designation:

Contact tel. No:

Mobile no.:

Fax no.:

Email ID Postal address:

(Signature of Authorized signatory)

PART II - Qualification information

Previous project experience format

A. General experience

S. No	Name and address of the Client	Period in which services provided		Description of services	Area of service provided	Total value of contract
		From	To			
	Total					

B. Specific experience

S. No	Name and address of the Client	Period in which services provided		Description of services	Details of the Hospitals (With more than 500 beds)		Total Number of Beds
		From	To		Name of the Hospital	Bed Strength	
	Total						

The bidder to furnish supporting documents as mentioned in Clause 6.1 Point (3) and (4).

C. Turnover Details during the last five financial years

- a) Year 2018-19: Rs. _____
- b) Year 2019-20: Rs. _____
- c) Year 2020-21: Rs. _____
- d) Year 2022-23: Rs. _____
- e) Year 2023-24: Rs. _____

Note:

1. The bidder shall submit Audited Balance Sheets/ Annual Reports
2. The annual Turnover worth data should be certified by a practicing Chartered Accountant and the same should be accompanied with this certificate

SIGNATURE _____

NAME _____

DESIGNATION _____

BIDDERS SEAL _____

DATE _____

**Signature of the Chartered Account
with name & registration number**

D. Any other details of credentials bidder would like to provide.

PART III

1. Key personnel to be deployed by the bidders (to be filled by the successful bidder at the time of concluding the contract)

S. No.	Name of the institute / District level / State Level	Name of the Supervisory personnel	Qualifications	No. of years experience in supervising sanitation

Tender for Providing Sanitation Services for the Teaching Hospitals and Government Medical/Nursing/Dental colleges under the control of DME institutions in Zonal Wise Package 3

2. Minimum Requirement and proposal of Equipment (DME institutions)

Sl. No	District	Name of the Institution	Type of Institution	Equipment (Nos.)																			
				Wet and Dry Vacuum Cleaner		Backpack Vacuum Machine		Heavy duty Scrubbing Machine (Ride on)		High Pressure Water Jet Machine		Walk behind Manual Sweeper		Bucket Trolley		Glass Cleaning Kit		Ladders		Steam cleaning machine		Grass Cutting Machine	
				Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder
1	NTR	Govt. General Hospital, Vijayawada (Old and New Hospitals, PMSSY)	Hospital	5		5		5		5		5		10		5		5		5		1	
2	NTR	Govt. Medical College, Vijayawada	Medical College	1		1		1		1		1		3		1		1		1		1	
3	NTR	Govt. Medical College Hostels, Vijayawada	Medical College Hostels	1		1		1		1		1		3		1		1		1		1	
4	NTR	Govt.Dental College, Vijayawada	Dental College	0		0		0		0		0		1		0		0		0		1	
5	NTR	Govt.Dental College Hostels, Vijayawada	Dental College Hostels	0		0		0		0		0		0		0		0		0		1	
6	NTR	Govt. Nursing College, Vijayawada	Nursing College	0		0		0		0		0		0		0		0		0		1	
7	NTR	Govt. Nursing College Hostels, Vijayawada	Nursing College Hostels	0		0		0		0		0		0		0		0		0		1	
8	Krishna	Govt. General Hospital, Machilipatnam including Govt. Nursing College & Hostels	Hospital	2		2		2		2		2		4		2		2		2		1	
9	Krishna	Govt. Medical College, Machilipatnam	Medical College	1		1		1		1		1		2		1		1		1		1	
10	Krishna	Govt. Medical College Hostels, Machilipatnam	Medical College Hostels	0		0		0		0		0		0		0		0		0		1	
11	Guntur	Govt. General Hospital including Cancer Block, Guntur	Hospital	6		6		6		6		6		13		6		6		6		1	
12	Guntur	Govt.Medical College, Guntur.	Medical College	3		3		3		3		3		6		3		3		3		1	
13	Guntur	Govt.Medical College Hostels, Guntur.	Medical College Hostels	3		3		3		3		3		6		3		3		3		1	

Tender for Providing Sanitation Services for the Teaching Hospitals and Government Medical/Nursing/Dental colleges under the control of DME institutions in Zonal Wise Package 3

Sl. No	District	Name of the Institution	Type of Institution	Equipment (Nos.)																			
				Wet and Dry Vacuum Cleaner		Backpack Vacuum Machine		Heavy duty Scrubbing Machine (Ride on)		High Pressure Water Jet Machine		Walk behind Manual Sweeper		Bucket Trolley		Glass Cleaning Kit		Ladders		Steam cleaning machine		Grass Cutting Machine	
				Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder
14	Guntur	Govt. Nursing College, Guntur.	Nursing College	0		0		0		0		0		0		0		0		0		1	
15	Guntur	Govt. Nursing College Hostels, Guntur.	Nursing College Hostels	0		0		0		0		0		0		0		0		0		1	
16	Guntur	GHCCD (Fever Hospital), Guntur	Hospital	0		0		0		0		0		0		0		0		0		1	
17	Guntur	Govt. Hospital, Mangalgiri.	Hospital	0		0		0		0		0		0		0		0		0		1	
18	Guntur	YVC Oncology wing, Chinnakakani.	Hospital	0		0		0		0		0		0		0		0		0		1	
19	Prakasam	Govt. General Hospital, Markapuram	Hospital	0		0		0		0		0		1		0		0		0		1	
20	Prakasam	Govt. General Hospital, Ongole.	Hospital	4		4		4		4		4		9		4		4		4		1	
21	Prakasam	Govt. Medical college, Ongole.	Medical College	5		5		5		5		5		11		5		5		5		1	
22	Prakasam	Govt. Medical college Hostels, Ongole.	Medical College Hostels	3		3		3		3		3		6		3		3		3		1	
23	Prakasam	Govt. Nursing College, Ongole.	Nursing College	1		0		0		0		1		1		1		1		0		1	
24	Prakasam	Govt. Nursing College Hostels, Ongole.	Nursing College Hostels																				
25	Nellore	Govt. General Hospital, Nellore.	Hospital	8		8		8		8		8		16		8		8		8		1	
26	Nellore	Govt. Medical College, Nellore	Medical College	1		1		1		1		1		3		1		1		1		1	
27	Nellore	Govt. Medical College Hostels, Nellore	Medical College Hostels	1		1		1		1		1		3		1		1		1		1	

Tender for Providing Sanitation Services for the Teaching Hospitals and Government Medical/Nursing/Dental colleges under the control of DME institutions in Zonal Wise Package 3

Sl. No	District	Name of the Institution	Type of Institution	Equipment (Nos.)																			
				Wet and Dry Vacuum Cleaner		Backpack Vacuum Machine		Heavy duty Scrubbing Machine (Ride on)		High Pressure Water Jet Machine		Walk behind Manual Sweeper		Bucket Trolley		Glass Cleaning Kit		Ladders		Steam cleaning machine		Grass Cutting Machine	
				Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder	Minimum Required	Proposed by Bidder
28	Nellore	Govt. Nursing College, Nellore	Nursing College	0		0		0		0		0		0		0		0		0		1	
29	Nellore	Govt. Nursing College Hostels, Nellore	Nursing College Hostels	0		0		0		0		0		0		0		0		0		1	
30	Tirupati	SVRRG General Hospital, Tirupati	Hospital	3		3		3		3		3		6		3		3		3		1	
31	Tirupati	S.V. Medical College, Tirupati	Medical College	1		1		1		1		1		3		1		1		1		1	
32	Tirupati	S.V. Medical College Hostels, Tirupati	Medical College Hostels	7		7		7		7		7		14		7		7		7		1	
33	Tirupati	Govt. Nursing College, Tirupati	Nursing College	0		0		0		0		0		0		0		0		0		1	
34	Tirupati	Govt. Nursing College Hostels, Tirupati	Nursing College Hostels	0		0		0		0		0		1		0		0		0		1	
35	Tirupati	Govt Maternity Hospital, Tirupati	Hospital	3		3		3		3		3		6		3		3		3		1	

Note :-

1. Deployment of the above-mentioned equipment is minimum and compulsory by the agency.
2. In case of any discrepancy between the above mentioned table and equipment being arrived with areas mentioned in Form 2, Form 2 to be considered for equipment calculation.
3. To maintain prescribed service standards, the bidder should arrive at actual requirement necessary for equipment as per service standards.

Any other information of technical nature :

Annexure 7: Format of Bank Guarantee for EMD

WHEREAS (Name of the Bidder) (here in after called "the Tenderer") has submitted his tender response to NIT No..... dated-..... for the work "....." (Name of work) (hereinafter called "the tender").

KNOWN ALL MEN by these present that we (Name and Address of Bank) (here in after called "the Bank" are bound unto the Managing Director, APMSIDC, Mangalagiri) in the sum of for which payment will and truly to be made to the said Department, the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the Bank this day of200....

THE CONDITIONS of this obligation are--

- (1) If after Tender opening the tenderer withdraws or modifies his Bid during the period of bid validity specified in the Form of Tender.
- (2) If the Tenderer having been notified of the acceptance of his bid by the Department during the period of validity.
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the balance EMD and performance Security in accordance with the instructions of Tenderers.

We undertake to pay to the Department up to the above amount upon receipt of his first written demand, without the Department having to substantiate his demand, provided that in his demand the Department will note the amount claimed by him is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date after the dead line for submission of Tenders as such deadline is stated in the Instructions to Tenders or as it may be extended by the Department, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE..... SIGNATURE OF THE BANK

WITNESS..... SEAL.....

(Signature, Name and Address)

Annexure 8: Format of Bank Guarantee for Performance Security

To : _____(Client/Name of Implementing Authority)

WHEREAS..... (Name of the Agency) herein called

"the Agency" has undertaken, in pursuance of Contract No
.....dated....., to supply.....(Description
of Services and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Agency shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Agency's, performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Agency a Guarantee

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Agency, upto a total of

(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Agency to be in default under the Contract and without cavil or argument, any sum or sums within the limit of(Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of 2027

Signature and Seal of Guarantors

.....
.....
.....

Date2024

Address

.....

Annexure 9: Schedule of Frequency and Agents to be Used (as per Swatchata Guidelines)

**Schedule of Frequency and Agents to be Used
(as per Swatchata Guidelines)**

OPERATION THEATRE/ ICU / LABOUR ROOM / NICU / ISOLATION WARDS

S. No.	Activity	Frequency	Agents to be Used
1	Garbage Removal	Thrice a day and more when bags are 3/4th full	As per the BMW guidelines
2	Cleaning of Instruments	After every procedure	Soap & water followed by sterilization
3	Cleaning of clean areas and corridors of complex	Twice a day/ as & when Required	Damp Mop with detergent and water/ 0.5% chlorine Hydrogen peroxide in case of blood spills
4	Mopping. (Care to be taken in case of special epoxy flooring)	Thrice a day and after each Procedure	Damp mop with detergent and water / 0.5% chlorine
5	Cleaning of equipment's like anaesthesia machines, monitors, ventilators, infant warmers/ baby cribs etc	Twice a day/ as & when required	Damp Mopping , dry, Disinfect with 70% isopropyl alcohol / 2% glutaraldehyde
6	Cleaning of OT table and OT Stretcher	Twice a day/ after each surgery	0.5% chlorine /70% Isopropyl alcohol
7	Doctor's / nurses / technician room	Twice a day	Detergent & water
8	Washroom & wash basins cleaning	Thrice a day and as & when required	Wash with Soap & water, then dry, wipe 0.5% chlorine
9	Washing of slippers	once a day and when required	Soap & water
10	Collection of soiled linen	As and when required	-----
9	Cleaning of Mops	After every use	Soak in clean water with bleaching powder 0.5% for 30 minutes. Wash again with detergent and water

S. No.	Activity	Frequency	Agents to be Used
			to remove the bleach.
MODERATE RISK AREA WARDS			
1	Garbage Removal	Twice a day and more / when bags are 3/4th full	As per the BMW guidelines
2	Mopping of floor	Once a day	Damp mop with detergent and water Hydrogen peroxide in case of blood spills
3	Washrooms & Wash basin	Thrice a day and as & when required	Wash with Soap & water, then dry, wipe with 0.5% chlorine.
4	Dusting / Cleaning of Equipment	Once a day	Damp Mopping , dry, Disinfect with 70% isopropyl alcohol
5	Collection of soiled linen	As and when required	-----
CANTEEN AND KITCHEN (wherever required)			
1	Garbage Removal	Thrice a day and more when bags are 3/4th full	As per the BMW guidelines
2	Mopping of floor	Once a day	Damp mop with detergent and water
3	Washrooms & Wash basin	Once a day	Wash with Soap & water, then dry, wipe with 0.5% chlorine
4	Dusting	Once a day	Duster
PUBLIC AREA WASHROOM			
1	Cleaning	Every 2nd hourly	Damp mop with detergent and water
2	Washrooms & Wash basin	Thrice a day	Wash with Soap & water, then dry, wipe with 0.5% chlorine.
LOBBY & OPD AREA			
1	Garbage Removal	Thrice a day and more when bags are 3/4th full	As per the BMW guidelines

S. No.	Activity	Frequency	Agents to be Used
2	Mopping of floor	Once a day	Damp mop with detergent and water
3	Washrooms & Wash basin	Once a day	Wash with Soap & water, then dry, wipe with 0.5% chlorine
4	Dusting	Once a day	Duster
STORES (MEDICAL SURGICAL, NON - MEDICAL)			
1	Garbage Removal	Thrice a day and more when bags are 3/4th full	As per the BMW guidelines
2	Dusting	Once a day	Duster
3	Mopping of floor	Once a day	Damp mop with detergent and water
MORTUARY			
1	Garbage Removal	Thrice a day and more when bags are 3/4th full	As per the BMW guidelines
2	Dusting	Once a day	Duster
3	Mopping of floor	Once a day	Damp mop with detergent and water
4	Cleaning of autopsy table	Once a day and after every procedure	0.5% chlorine / 70% isopropyl alcohol
5	Drains	Once a day	Soap & Water
ADMINISTRATION RECORD / ENGINEERING OFFICE			
1	Garbage Removal	Thrice a day and more when bags are 3/4th full	As per the BMW guidelines
2	Dusting	Once a day	Duster
3	Mopping of floor	Once a day	Damp mop with detergent and water
4	Dry Mopping	Once a day	Soft brush
5	Washrooms & Wash basin	Once a day	Wash with Soap & water, then dry, wipe with 0.5% Chlorine
CSSD / LAUNDRY			
1	Garbage Removal	Thrice a day and more when bags are 3/4th full	As per the BMW guidelines
2	Dusting	Twice a day	Duster
3	Mopping & Washing	Twice a day	Damp mop with detergent

S. No.	Activity	Frequency	Agents to be Used
	of floor		and water
4	Mopping (CSSD) sterile areas	Once a day	0.5% chlorine/ 70% Isopropyl alcohol
5	Washrooms & Wash basin	Once a day	Wash with Soap & water, then dry, wipe with 0.5% chlorine
RADIOLOGY & LABORATORY			
1	Garbage Removal	Thrice a day and more when bags are 3/4th full	As per the BMW guidelines
2	Dusting of infrastructure	Once a day	Damp duster, dry , then wipe with
3	Cleaning of equipment's	Once a week	Damp cleaning, dry, 70% isopropyl alcohol
4	Mopping & Washing of floor	Twice a day	Damp mop with detergent and water
5	Washing of Slippers	Once a week	Detergent & water
6	Washrooms & Wash basin	Once a day	Wash with Soap & water, then dry, wipe with 0.5% chlorine

Other Areas:

S.No	Service Standard	Frequency (Per Day)
1	Sunshades	2 times a day
2	Water Tanks	Monthly
3	Walls and Ceiling	Fortnightly
4	Septic Tank.	Once in a month
5	Roof Slab	Once in a Month

Annexure 10: Salary Breakup

Monthly Wage Calculation as per GO RT No 549 (HM&FW) Dt. 26.10.2019

S.No	Component	Amount (in Rs.)
		For Sanitation Worker / Supervisor
A	Basic	13,763.00
B	Deductions - Employer Contribution	
	1) ESI (@ 3.25% of basic) - Employer Share	448.00
	2) EPF (@ 13% of basic) - Employer Share	1,789.00
	Sub Total (B)	2,237.00
C	Gross Salary (A+B)	16,000.00
D	Deductions - Employee Contribution	
	1) ESI (@ 0.75% of basic) - Employee Share	103.00
	2) EPF (@ 12% of basic) - Employee Share	1,652.00
	Sub Total (D)	1,755.00
E	Net Salary (in hand) (C-B-D)	12,008.00

GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

HM&FW Dept. - Sanitation, Security, Pest & Rodent Control Services for the Hospitals/Institutions under the control of Director of Medical Education - Administrative sanction - Accorded -Orders -Issued.

HEALTH MEDICAL AND FAMILY WELFARE (H.2) DEPARTMENT

G.O.Rt.No.317.

Dated:03.05.2024

Read the following:

- 1.From DME, AP e-office file bearing computer No. 2334492
2. Govt. Memo No.2334492/H2/2024-1, Dt. 14.02.2024.
- 3.E-file bearing Computer. No. 2363724 of MD, APMSIDC through DME, AP
4. Govt. Memo No.2363724/H2/2024, Dt. 21.03.2024
- 5.From the VC&MD,APMSIDC., through e-file.No.2401440, Dated.14.04.2024.

-oOo-

ORDER:

In the reference 1st read above, the Director of Medical Education, A.P has informed that the old 11 Medical Colleges and Hospitals entered in to MOU on 01.06.2021 for a period of 3 years to provide sanitation security and pest control services and it will be completed by 31.05.2024. Further, 10 new GGHs, GMCs and Hospitals at Palasa, Kadapa are added in the list of DME institutions and temporary arrangements have been made in this institutions till new service provider indentified and requested the Government to take a decision on calling tenders for identification of new service providers for providing the Sanction, Security Pest and Rodent Control Services in the Government Teaching Hospitals and Medical Colleges in the State.

2. Government felt to revisit the tender system in the estimate and examine the changes required and therefore in the reference 2nd read above, has constituted a committee with the 1) The Managing Director, APMSIDC, A.P,Mangalagiri; 2) The Director of Secondary Health, A.P, Tadepalli and 3) The Director of Medical Education, A.P, Vijayawada, to finalize the methodology of calculation of members required for sanitation, security, methodology to record the quality of work duly ensuring that estimated number of personnel attend in every shift, ensuring payment of wages to the workers as per the minimum wages incorporated.

3. In the reference 3rd above, the Director of Medical Education, AP has submitted the proposals and requested the Government to issue administrative sanction for calling the tenders for Sanitation Services, Security Services and Pest and Rodent Control Services to the following Hospitals/ Institutions under the control of Director of Medical Education by making zones/4 packages, as the existing contract is to be expired on 31.05.2024 and Budget for the above expenditure is being provided under Head of Account 2210-01-110-00-SH(29)-300-304.

4. In the reference 4th read above, Govt have extended the contract for 3 months for uninterrupted services to the existing Agencies to provide services for the Hospitals / Institutions under control of Director of Medical Education, AP., keeping in view of the operational reasons viz., Election Notification, Involving Judicial Review etc. and directed the Director of Medical Education, AP, Vijayawada to take necessary action to complete the entire process within the extended time to ensure uninterrupted services.

(p.t.o)

5. The Director of Medical Education, AP has requested the Government for necessary administrative sanction for preparation & finalization of the estimates, tender documents, and subsequently for the Judicial Preview Process for calling tenders to the services of Sanitation, Security Pest & Rodent Control under the control of Director of Medical Education institutions.

6. In the circumstances stated by the Director of Medical Education, AP in the reference 5th read above, Government here by accord Administrative sanction to the Director of Medical Education, AP for calling tenders duly incorporating the modifications suggested by the Committee for effective performance of the contract to provide the services of Sanitation, Security, Pest & Rodent Control under the control of Director of Medical Education institutions/ Hospitals by making the following 4 packages:

Package	Institutions covered
Package I	<ol style="list-style-type: none"> 1. Dr YSR Kidney Research Centre and Super Speciality Hospital Palasa. 2. GGH and GMC Srikakulam including GCON Srikakulam. 3. GMC and GGH Vizianagaram, 4. GMC and GGH Paderu 5. RMC and GGH Kakinada Including GCON Kakinada 6. GMC and GGH Rajamahendravaram, 7. GMC and GGH Eluru Including GCON Eluru
Package II	<ol style="list-style-type: none"> 1. AMC Visakhapatnam including GCON Vishskapatnam 2. KGH Visakhapatnam 3. GHMC Visakhapatnam 4. GHCCD Visakhapatnam 5. VGH Visakhapatnam 6. REH Visakhapatnam 7. RDC Visakhapatnam 8. VIMS Visakhapatnam 9. GENT Visakhapatnam
Package III	<ol style="list-style-type: none"> 1. SMC and GGH Vijayawada Including GCON Vijayawada 2. GMC and GGH Machilipatnam including GCON Machilipatnam. 3. GMC and GGH Guntur including GCON Guntur 4. GHCCD Guntur 5. GH and GGH Mangalagiri 6. GMC and GGH Markapuram 7. GMC and GGH Ongole Including GCON Ongole 8. GMC and GGH Nellore Including GCON Nellore 9. SVRRGGH and SVMC Tirupati including GCON Tirupathi 10. GMH Tirupati
Package IV	<ol style="list-style-type: none"> 1. GMC and GGH Ananthapuramu including GCON Anantapur 2. GMC and GGH Madanapalle 3. GMC and GGH Pulivendula 4. GMC and GGH Kadapa including GCON Tirupathi 5. Super Speciality Hospital Kadapa 6. IMH Kadapa 7. KMC and GGH Kurnool including GCON Kurnool 8. REH Kurnool 9. State Cancer Institute Kurnool 10. GMC and GGH Nandyal 11. GMC and GGH Adoni

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7. The Director of Medical Education, AP, Vijayawada / VC & Managing Director, APMSIDC, Mangalagiri shall take necessary action accordingly.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

**M.T. KRISHNA BABU
SPECIAL CHIEF SECRETARY TO GOVERNMENT**

To
The Director of Medical Education, AP, Vijayawada.
The VC & Managing Director, APMSIDC, Mangalagiri.
The OSD to Minister (HFW&ME)
The PS to Spl. Chief Secy. to Govt., HM&FW Dept.,
Sf/Sc

//FORWARDED:: BY ORDER//


SECTION OFFICER

OFFICE OF THE CHIEF ELECTORAL OFFICER
ANDHRA PRADESH
Ground floor, 5th Building, A.P. Secretariat, Velagapudi – 522238.

U.O. Note No. 5397/Elecs.A2/2024,

dated: 23.05.2024.

Sub: General Elections 2024 – Screening Committee constituted for examination of the proposals related to Model Code of Conduct – Resolution of the Screening Committee on the proposal of Health Medical & Family Welfare Department for permission for floating tenders for engaging service providers for Sanitation, Security, Pest & Rodent Control services for the hospitals/institutions under the control of Director Medical Education (DME) & Director for Secondary Health (DSH) - Recommendation of the Screening Committee forwarded to the ECI - Decision of the ECI - Communicated- Reg.

- Ref: 1. G.O. Rt. No. 607, General Administration (AR) Department, dated 18.03.2024.
2. Recommendations of the Screening Committee received through e file No.2427937 , dated 19.04.2024 of the General Administration (AR) Department.
3. Letter No.5397/Elecs.A2/2024,dated 21.05.2024 of the CEO,AP.
4. Letter No.437/AP/SOU3/2024, dated 22.05.2024 of ECI.

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The attention of the Health, Medical & Family Welfare Department is invited to the ref. 2nd cited, wherein recommendation of the Screening Committee has been furnished on the proposal for permission for floating tenders for engaging service providers for Sanitation, Security, Pest & Rodent Control services for the hospitals/institutions under the control of Director Medical Education (DME) & Director for Secondary Health (DSH), for approval.


2. In this regard, the Election Commission of India vide letter 4th cited have stated that "the Commission has 'no objection' from MCC angle with the condition that there shall be no mention by anyone to gain political mileage anyhow".

3. The Health, Medical & Family Welfare Department is therefore requested to take action accordingly.

MUKESH KUMAR MEENA
CHIEF ELECTORAL OFFICER &
E.O. PRL. SECRETARY TO GOVERNMENT

To
✓ The Health, Medical & Family Welfare Department.

// FORWARDED BY ORDER //


SECTION OFFICER