Bid Documents Including Terms and Conditions of e-Tender

For Engagement of Security Services at

North Bengal Dental College and Hospital

P. O. Sushrutanagar, Darjeeling, 734012.

Department of Health and Family Welfare

Government of West Bengal

Swasthya Bhawan, GN 29, Sector-V,

Salt Lake, Kolkata 700 091

Government of West Bengal
Office of the Principal
North Bengal Dental College & Hospital
Sushrutanagar, Darjeeling
Tel: 0353-2585300
email : principalnbdch2012@gmail.com, website : www.nbdch.ac.in

Memo No. 638 /NBDC&H Date: 28/7/26

E-Tender for Engagement of 08 (eight) nos. Security Personnel (2nd Call) at Boys' & Girls' Hostel of North Bengal Dental College and Hospital

SECTION I: NOTICE INVITING e-TENDER (NIT)

1. The Principal, North Bengal Dental College and Hospital, Sushrutanagar, Darjeeling Invites bids from competent and experienced Contractor/Agency for providing 08 (eight) Nos. Security Personnelat at Boys' & Girls' Hostel of North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling for period of 3 (three) years, performance will be renewed at the end of each completed year. The 3 (three) year contract period shall commence from the date of notification of award of contract to the selected bidder in this e-tender. The order and the Contract/ Agreement shall be issued for one year which may be extended yearly basis for three years or till further order from the end of Department of Health & Family Welfare, Govt. of W.B on satisfactory performance of the Contractor / Agency. Accordingly, contract/ agreement will be executed in the same manner after due extension of the security deposit.

2. **Date and Time Schedule of e-Tender:**

Sl no.	Particulars	Date & Time
1	Date of publishing N.I.T. & other Documents online	28/07/2026, 03.30 pm
2	Online documents download start date	28/07/2026, 03.30 pm
3	Online documents download end date	14/08/2026, 5.00 pm
4	Online Bid submission start date	30/07/2026, 5.00 pm
5	Pre-bid meeting to be held at Office of Tender Inviting Authority	30/07/2026, 11.30 am
6	Dates for submission of Earnest Money	30/07/2026 to 13/08/2026,
7	Online Bid Submission closing date and time	13/08/2026, 5.00 pm
8	Online Bid opening date for Technical Proposals	17/08/2026, 11.30 am
9	Date of online uploading list for Technically Qualified Bidders	To be notified later
10	Date of online opening of Financial Proposal	To be notified later

3. In the event of any of the above-mentioned dates being declared as a holiday for the e- tender inviting authority, the bids shall be opened on the next working day at the scheduled time.

4. The bid submitted should be addressed to the tender inviting authority, i.e. to the Principal, North Bengal Dental College and Hospital, Sushrutanagar, Darjeeling.

5. Bidders may download the e-tender enquiry document from the websites **https://wbtenders.gov.in and www.wbhealth.gov.in**. Any subsequent notice regarding this e-tender shall be uploaded on these two websites only. Bidders are requested to check these two websites regularly for this purpose.

6. **This e-tender document comprises the following sections:**

Section I: Notice inviting Tender (NIT), i.e., this document
Section II: Preamble
Section III: Requirements
Section IV: Consignee List
Section V: General Conditions of Contract (GCC)
Section VI: General Instructions to Bidders (GIB)
Section VII: Tender Application Form
Section VIII: Price Schedule/ Bill of Quantity
Section IX: Contract Form
Section X: Proforma for Contractor's/Agency's Monthly Bill
Section XI: Checklist for Bidders

7. The e-tender shall be evaluated under the two-bid system, i.e. through evaluation of technical and financial bids uploaded by the bidder online on the e-tender website of **https://wbtenders.gov.in**.

Principal
North Bengal Dental College & Hospital,
Sushrutanagar, Darjeeling.

PRINCIPAL
NORTH BENGAL DENTAL COLLEGE & HOSPITAL
SUSHRUTANAGAR, DARJEELING-734012

SECTION II: PREAMBLE

1.1. The following definitions and abbreviations, which have been used in this document shall have the meanings as indicated below:

1.2. Definitions:

i) "Purchaser" means the e-tender inviting authority, purchasing goods and/ or services as incorporated in this e-tender enquiry document, either directly or on behalf of consignees. For this e-tender the purchaser is The Principal, North Bengal Dental College and Hospital, Sushrutanagar, Darjeeling

ii) "Bid" means Proposal/ Quotation received from a Firm / Bidder against the e-tender.

iii) "Bidder" means the Individual or Firm submitting Bids/ Quotations.

iv) "Contractor/Agency" means the individual or the firm supplying the goods and/ or services as incorporated in the contract.

v) "Earnest Money Deposit" (EMD) means Bid Security/ monetary amount or financial guarantee to be furnished by a bidder along with its bid.

vi) "Contract" means the written agreement entered into between the purchaser/ consignee and the Contractor / Agency, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

vii) "Performance Security" means monetary amount or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

viii) "Specification" means the document/ standard that prescribes the requirement with which goods and/ or service has to conform.

ix) "Day" means calendar day.

x) "Bill of Quantity" is the name for price schedule in e-tender software.

xi) "Health Facility" means the Medical College or Medical College & Hospital or the teaching hospital or the district/ sub-division etc. hospital to which the goods and/ or services under the contract shall be supplied.

1.3 Abbreviations:

i. "TE Document" means e-Tender Enquiry Document

ii. "NIT" means Notice Inviting e-Tender

iii. "GIB" means General Instructions to Bidders

iv. "GCC" means General Conditions of Contract

v. "ESIC" means Employees' State Insurance Corporation

vi. "EPFO" means Employees' Provident Fund Organization

vii. "GST" means Goods and Services Tax

viii. "CST" means Central Sales Tax

ix. "DSC" means Digital Signature Certificate

x. "BOQ" means Bill of Quantity or the Price Schedule in which rates for the e-tender should be quoted and uploaded online on the e-tender website.

xi. "CMOH" means the Chief Medical Officer of Health of the Department of Health and Family Welfare, Government of West Bengal.

xii. "MSVP" means Medical Superintendent cum Vice Principal

xiii. "OPD" means outpatient department

SECTION III: REQUIREMENTS

1. Scope of Work: (Security Services)

The services which will be required to be rendered within the ambit of Security Services are as follows:

(a) Ensuring complete security to the life and property of the doctors, staff, employees, patients and visitors of the hospital and to the assets and movable properties of the doctors, staff, employees, patients and visitors of the hospital.

(b) Safeguard against trespass.

(c) Security covers to various official functions within the facilities.

(d) Regulation and control of vehicular traffic.

(e) Maintenance of vigil and undertaking surveillance for control of untoward incidents, specially involving the outside elements.

(f) Controlling entry of stray cattle, canine and feline menace.

(g) Assist the hospital management and the Corporation in the maintenance of day-to-day discipline and smooth functioning of all healthcare activities.

(h) Providing timely intelligence inputs to the hospital management and the Corporation proactively.

(i) Timely switching on/ off of security lights.

(j) Checking and preventing encroachment of the boundaries of the hospital facilities.

(k) Dealing with and escorting postmen, incoming couriers and preventing entry of pseudo-couriers.

(l) Collecting, safeguarding and handing over letters sent via registered post, speed post and by courier in respect of any absentee.

(m) Checking and searching of bags of visitors at any point of time, if it appears to be suspicious.

(n) Preventing access and use of the hospital facilities by unauthorised persons/ parties.

(o) Regulating and recording access/ movement of men, material, machines, equipment, labour, vehicles etc. through the designated gates.

(p) Assist the patients/ visitors in reaching the designated locations / Department including assistance to serious patients, senior citizens, female patients and children, while displaying mature behaviour towards female staff, female visitors, patients and elderly persons.

(q) Taking steps to ensure that flower pots, plants, trees and grass lawn are not damaged either by the hospital staff or by visitors or by stray cattle.

(r) Performing flag-hoisting and parade ceremony at the hospital facilities on the occasion of National Festivals like Independence Day and Republic Day and giving

Guard of Honour on the visit of any Government dignitaries like Governor, Ministers, Defense Chief, eminent scientists, Noble Laureates etc., as directed.

(s) Undertaking training to extinguish fire with the help of fire extinguishing cylinders and other fire-fighting materials like hydrants and sprinklers.

(t) In emergency situations, participating in their role defined in the disaster plan, if any, of the hospital or of the appropriate authorities and undertaking such training for rendering necessary help in the emergency situations.

(u) Adherence to Standard Operating Procedures (SOPs) prepared by the Corporation and/ or the hospital management.

2. Bidder should visit the site before quoting rates in e-tender:

Intending bidder should visit the health facility and make himself thoroughly acquainted with the site condition, nature and requirements of the work, facilities for transportation, labour supply, storage of materials, operational conditions etc. The costs of visiting shall be borne by the bidder. The rate quoted by the Contractor / Agency shall take care of all contingencies required for operating efficient hospital Security services at the health facility. The successful bidder shall not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which, in the opinion of the health facility might be deemed to have reasonably been inferred to be so existing before commencement of the hospital's Security services contract. It shall be deemed that the Contractor / Agency has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.

3. Assistance to Contractor/Agency:

It shall not be entitled to any assistance from the health facility, either in the procurement of any materials or in the securing of labour and transportation facilities etc.

4. The Contractor / Agency shall provide the hospital temporary, hired Security services absolutely and exclusively to the Medical Colleges/ Hospitals, as per instructions issued by the competent authority. He shall not use the site/ premises, utililities, equipment etc. allotted to him by the health facility for performance of this contract for any other purpose like storage of materials for other contracts, sub-leasing of his allotted premises, allowing housing for staff/non staff etc. The Contractor/Agency will also be liable to indemnify the hospital authority for any kind of lose suffered due to any kind of violation of the instant provision by the Contractor/Agency. Any violation of this condition may also result into repudiation of the contract.

5. **Schedule of work and Special Terms and Condition:**

a. As per the requirements of the specific hospital/ College, the Principal / MSVP / Superintendent will determine the area of the hospital wherein the services of the successful bidder will have to be provided and the number of persons to be deployed. This designated area may include all main entry points to the hospital premises, entry points to the hospital buildings and its annexes, offices, training centres, OPD, Emergency, all gates, all wards/ departments, laboratories, hostels, etc and any such areas as specified by the hospital Superintendent. The work order to the successful bidder will be based on this assigned area. **The number of hiring of Security personnel as approved by the Department of Health & Family Welfare, Govt. of W.B will only be engaged through outsourcing. No additional workmen shall be engaged under any designation and category.**

b. Prior to bidding for the tender, the intending bidders are advised to contact with the authority of such health unit to get the details of the areas to be tendered out for providing the Security services. The intending bidder should have the knowledge of the different sites and locations and the timings his organization will have to provide services in and the materials to be supplied by him. He should quote his rates based on this. Failure to garner proper knowledge of the ground realities and quoting abnormally low rates will not be an excuse for poor/deficient services on a later date.

c. All references to hospital / college premises relate only to this designated area.

6. Norms of service at different service areas/points

- The Security personnel will be placed in the respective service areas for duties during their shift. Each shift implies 8 (eight) hours of duty. They will remain present in the respective service areas at all times during their duty hours and will leave for short periods only after being permitted by the on duty Medical Officer/nursing personnel/Asst Superintendent/Facility Manager. **Log Book of such services is to be maintained by the concerned staff duly countersigned by the concerned Authority.**

I) Security Services at Entry Points of Hospital Building (also applicable for training centres and hostels)

a) All the entry points are to be manned during the hours as directed by the Hospital Superintendent.

b) The Main Entry points to the hospitals are to be manned round the clock

c) Only authorised persons are to be allowed entry through the entry points. The policy regarding entry and the issuing of cards will be as determined by the hospital Superintendent. At specific points the security guards may be required to maintain a register of visitors.

d) For patient parties, ensure adherence to visiting hours. Ringing of bells and clearance of patient parties from wards is to be done.

II) Security and Support Services at the Emergency Entry Point

a) Manning of the entry point round the clock

b) Crowd control at emergency including crisis management

c) Touts, if any, should be removed from the emergency and it will be the sole responsibility of the Agency to ensure that the emergency is free from any touts

III) **Security and Support Services in the OPDs and other service areas like labs, imaging SNCU, CCU etc**

a) Manning the entry points round the clock

b) Crowd control in the OPD including crisis management

c) Patient circulation and OPD reception management

d) Touts, if any, should be removed, and it will be the sole responsibility of the Agency to ensure that the OPD'S and other service areas is free from any Touts.

IV) **Ensure that in the service areas all-**

i) Fire safety devices are functional

ii) Electrical Fittings, lamps, fans, cooling equipment throughout the hospital are functional

iii) All signage are clean and readable

V) All service areas under their control are opened & cleaned and closed on time and keys handed over to the proper authorities

VI) Maintenance of Hospital Main Campus Gate along with Hospital Exterior (Campus)

a) Maintenance of the parking of the authorised vehicles in an orderly fashion,

b) Maintenance of parking lots, if available, are to be done,

c) Unauthorized ambulances/cars should not be allowed to be parked within the hospital premises,

d) Unauthorized persons, vagrants and vendors/hawkers, unauthorized shops, unauthorized markets, unauthorized food stalls/canteens etc should be prohibited from entering the hospital premises,

e) **Washing of outside vehicles, clothes or any other activity, commercial or otherwise, not associated with the hospital services shall be prohibited within the hospital premises,**

f) **Touts, if any, should be removed from the campus,**

g) Ensuring the safety and security of the common collection sites. Ensuring that unauthorized persons/rag pickers do not pickup Bio Medical Waste from the hospital premises,

h) The whole campus should be covered by rounds (patrolled) of the security persons in a regular manner and all theft averted,

i) Pilferage and theft of government goods and materials is to be prevented and those indulging in these practices are to be apprehended,

j) Mob control and ensuring safety and security of all hospital staff during all working hours,

k) Prevention of sound pollution- playing of loud speakers, blowing of horns, bursting of crackers within the hospital's premises,

l) **Prevention of smoking and sale of tobacco and tobacco related products within the hospital's premises and COTPA, 2003, is implemented in its letter and spirit.**

m) **Prevention of sale and use of intoxicants within the hospital's premises,**

n) To intimate to the hospital Superintendent or his representative of any intelligence input regarding any law and order situation/ pilferage or any such matter of importance.

7. Miscellaneous Services in addition to the Scope of Work

a. Conducting Fire and Disaster Management drill twice a year and participating in fire fighting and disaster management during incidences

b. Maintenance of close liaison with the police authorities and sharing information with them, with the approval of the competent Authority.

8. **Assignment:** The Contractor/ Agency shall not assign, either in whole or in part, its contractual duties, responsibilities, and obligations to a second party to perform the contract. In the event of the Contractor/ Agency contravening this condition, the in-charge of health facility shall be entitled to terminate the contract and place the contract elsewhere at risk and cost of Contractor/ Agency. The Contractor/ Agency shall be liable for any loss or damage, which health facility may suffer in consequence of or arising out of such replacement and such shall be recovered from the bills payable to Contractor/ Agency or the performance security deposited by Contractor/ Agency.

9. **Staff to be deployed by Contractor/Agency at health facility**

The Security personnel provided shall be the employees of the Contractor/Agency and all statutory liabilities will be paid by the Contractor/ Agency such as ESI, PF, Workmen's Compensation Act, etc. The proof of payment of all statutory liabilities with regard to the employees engaged by the Contractor/Agency with copies of payment of monthly remuneration will accompany the bill claimed. The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the agency after each and every change.

10. **The personnel engaged should have following eligibility criteria :**

    a. Minimum age of the personnel should be 20 years (as on 1st January of the respective year of enrolment)

    b. Should have passed Class VIII.

    c. Preference to be given who has performed well in sports, NCC cadets, civil defence volunteers etc.

    d. Should be physically and mentally fit.

    e. Number of male and female personnel will be as per requirement of the Hospital authority.

11. **Training to the personnel/ staff to be deployed:** A training of at least 07 (seven) days in consultation with the District Police Authority, shall be organized for these hired security personnel. The personnel so engaged should have their ID cards countersigned by the competent official authorized by the Head of the Institutions,

while on duty. In case of any replacement, antecedent checking and training should be done prior to their joining for duty.

12. The Contractor/ Agency shall submit License under Contract Labour (Regulation and Abolition) Act to the in-charge of health facility prior to commencement of his service, if it employs minimum 20 persons in its firm.

13. The Contractor/Agency shall employ adult persons only. Employment of child labour shall render the Contractor/Agency liable to termination of the contract under GCC Clause 10: Termination for Default. The Contractor/Agency shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities, strictly prior to commencement of service

14. The antecedents of Security personnel deployed shall be verified by the Contractor/Agency from local police authority and an undertaking in this regard in the form of an affidavit sworn before Ld. Judicial Magistrate/ 1st Class Magistrate to be submitted by the engaged personnel to the department / Hospital authority and department/ Hospital authority shall ensure that the Contractor/Agency complies with the provisions.

15. The staff deployed by the Contractor/ Agency must wear proper Photo ID Cards during their duty hours, duly issued by the Contractor/ Agency with approval of competent authority of health facility. In case of any replacement approval of authority to be taken for issue of ID card and also return of the ID card issued earlier to be ensured. They should wear clean uniforms during their duty hours. The colour and design of such uniform shall be approved by competent authority of the health facility. Any staff found without uniform or ID card during duty hours shall be deemed to be absent from duty and the said occasion shall be treated as a lapse in the services being provided by the Contractor / Agency, liable for deduction of liquidated damages and other remedies available to the health facility under the contract. The Contractor/Agency should provide at least two pairs of approved uniforms to its staff deployed at the health facility. The cost of uniforms and ID cards to workers shall be borne by the Contractor/Agency.

    In this connection the standing instruction on duties and safety security measures by the statutory authority or by the Government shall have to be meticulously complied and it should be part of agreement of the successful bidder.

16. The Contractor/ Agency shall maintain a pool of standby staff, so that he can substitute an absentee staff with a reliever of equal status. In case of any damage suffered due to absenteeism of any required worker on any occasion, Liquidated Damages as per GCC clause 9 and 5 shall be imposed.

17. The Contractor/ Agency at all times should indemnify the health facility against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; The Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; The Equal Remuneration Act, 1976; Maternity Benefit Act, 1961 or any other law relating thereof and rules made hereunder from time to time. The health facility/ Administrative Department shall not own any responsibility in this regard.

18. The Contractor/ Agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), It will be the responsibility of the Contractor/ Agency to provide details of manpower deployed by him, in the Department and to the Labour department. Any violation in this regard may repudiate the contract.

19. The Contractor/ Agency shall pay to the staff deployed by it for college / hospital Security service in the health facility, at least the minimum wages as fixed by the state government for unskilled workers, EPF, ESI, EDLI contributions, Bonus, any other dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time. The Contractor / Agency shall submit documentary evidence of such payment to the in-charge of health facility while raising the Contractor's/Agency's monthly bill. The expenses shall be reimbursed to him by the health facility after proper verification. In any eventuality, if the Contractor / Agency fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, Hospital/Medical College authority is entitled to recover the equal amount from any money due, or from monthly bill raised or accrue to the Contractor/ Agency under this agreement or any other contract with Regional Provident Fund Commissioner (hereinafter RPFC), with an advice to RPFC, duly furnishing particulars of personnel engaged for the Hospital/Medical College.

20. The staff deployed through Contractor / Agency at the health facility shall not claim any benefit, compensation, absorption or regularization of their services in the establishment of the health facility/ Administrative Department either under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970 or any other law in vogue and as revised from time to time. The Contractor / Agency shall obtain an undertaking, in the form of an affidavit sworn before Ld. Judicial Magistrate/ 1st Class Magistrate,from the deployed persons to the effect that the deployed persons are the employees of the Contractor / Agency and shall not be entitled for claim, benefit, compensation, absorption or regularization of their services in the establishment of Health facility or the Administrative Department. The Contractor / Agency shall submit the said undertaking to the health facility. In the event of any litigation on the status of the deployed staff, the health facility/ Administrative Department shall not be a necessary party. However, in any event, either by the deployed persons or on order of a Court of Law, if the health facility/ Administrative Department is/ are made necessary parties in dispute to adjudicate the matter, the Contractor / Agency shall reimburse the expenditure borne by the health facility/ Administrative Department for such.

21. The Contractor / Agency shall be fully responsible for the conduct of his staff. The staff shall not divulge or disclose any details of operational process, technical know-how, confidential information, security arrangement, administrative matters, to third person(s). The staff deployed should be disciplined, entailed on enforcing prohibition of alcoholic drinks, *paan*, smoking, loitering without work, gambling etc. any illegal, disruptive, immoral act in the health facility. The staff should be sensitive in dealing with patients and persons accompanying patients and the public at large visiting the health facility.

22. The Contractor / Agency and his staff shall take proper and reasonable care and precautions to prevent loss, destruction, waste, or misuse in any area within its scope of responsibilities in the health facility, and shall not knowingly lend to any person or identity any of the effects, assets, or resources of the health facility, under its control.

23. Any loss/ damage etc. to the property, persons (including to patient-parties) of the health facility due to negligence/ any omission or commission on part of Contractor/Agency or his staff, established after an enquiry by authorized representative(s) of the health facility/ any higher authority of the Government, shall be recovered from the Contractor/Agency through appropriate method without prejudice to any other rights and remedies available to the health facility. The Contractor/ Agency shall be liable for Civil/ Criminal liabilities in this regard.

24. Any misconduct/ misbehavior by any staff deployed by the Contractor / Agency should be promptly dealt with by the Contractor / Agency. If competent authority of the health facility so desires, such staff should be immediately replaced by the Contractor / Agency at his own risk, cost and responsibilities, with written intimation to the competent authority about such move. Hospital authority may take appropriate legal action as the case may be, both in the civil and criminal side of the Judicial system.

25. The Contractor / Agency will maintain a register on which day-to-day deployment of personnel will be entered. This will be countersigned by the authorized official of the Hospital/Medical College. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor / Agency has to give an undertaking (on the format), duly countersigned by the authorized official of the Hospital/Medical College, regarding payment of wages as per rules and laws in force.

26. All liabilities arising out of accident or death while on duty shall be borne by the Contractor / Agency and neither the Health facility nor the Government of West Bengal in the Department of Health & Family Welfare will have any liabilities in this regard.

27. Adequate supervision will be provided to ensure correct performance of services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor / Agency deployed, the supervisory staff will move in their areas of responsibility.

28. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Hospital/Medical College.

29. The Contractor / Agency shall have his own Establishment/set up/ mechanism / Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

30. Under the terms of their employment agreement with the Contractor / Agency the hired Security staff shall not do any professional or other work for reward or otherwise directly or indirectly, except for and on behalf of the Contractor / Agency .

31. The Contractor / Agency shall do and perform all such hired Security services, acts, matters, and things connected with the administration, superintendence, and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Hospital/Medical College may issue from time to time and which have been mutually agreed upon between the two parties.

32. The Hospital/Medical College shall have the right, within reason, to have any person removed that is considered undesirable or otherwise and similarly Contractor / Agency reserves the right to change the staff with prior intimation to the Hospital/Medical College.

33. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the Contractor / Agency and based on the documentary proof jointly signed by the representative of the Hospital/Medical College and the Contractor/Agency /his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Hospital/Medical College.

34. (a) **In case any of Contractor's /Agency's personnel (s) deployed under the contract is (are) absent without any substitute, a penalty equal to double the wages of number of Security personnel absent on that particular day shall be levied by the Hospital/Medical College and the same shall be deducted from the Contractor's/Agency 's bills. This penalty for absenteeism is specific and shall not be counted towards the monthly cap of liquidated damages as mentioned in GCC clause 9**

(b) In case any of Contractor's / Agency 's personnel deployed under the contract fails to report in time and Contractor / Agency is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned above shall be levied.

(c) In case any public complaint is received attributable to misconduct/ misbehavior of Contractor's/Agency's personnel, appropriate penalty as decided by college / hospital authority for each such incident shall be imposed. Further, after enquiry, if found guilty, the concerned Contractor's/Agency's personnel shall be removed from the Hospital/Medical College system immediately, and shall also be the liable for civil and criminal legal action in this regard.

d) Penalties as noted above are in addition to GCC clause no. 9 under Section V of this document.

SECTION V: CONSIGNEE LIST

(When the Principal NBDC&H invites the tender)

1.1. Self,

Address.....,

Name, designation, phone number, email id of contact person..... Assistant Superintendent NBDC&H

3. <u>Consignee as Executor of contract</u>

3.1 The Tender Inviting Authority (TIA) will declare the result of evaluation of bids for this e-tender and issue notification(s) of award(s) of contract to successful bidder(s). The consequent contract(s) with the successful bidder(s) shall be signed and executed henceforth by the in-charges of consignee health facilities.

SECTION V: GENERAL CONDITIONS OF CONTRACT

1. Commencement of Service:

1.1 The Contractor / Agency shall commence providing his service within 15 (fifteen) days from date of notification of award of contract for this e-tender. Time is the essence of the contract and should be strictly adhered to by the Contractor / Agency.

2. Eligible Goods and/ or Services

2.1 All goods and/ or services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are grown, produced, mined or manufactured or from where the services are arranged and supplied. The standing instructions of the appropriate Government will form the part of the agreement.

3. <u>Eligible and Qualified Bidders</u>

3.1

a) The intending tenderer should produce credential of similar nature of a completed single work with experience in providing security services in a Government Hospital or corporate hospital / Medical College and Hospital having minimum value of 40% (Forty per cent) of the estimated amount per annum put to tender during 3 (Three) years prior to the date of the issue of this e-Tender notice.

OR

b) the intending tenderer should produce credentials of 2 (Two) similar nature of completed works with experience in providing security services in a Government Hospital or corporate hospital / Medical College and Hospital, each having a minimum value of 30% (Thirty percent) of the estimated amount per annum put to tender during 3 (Three) years prior to the date of issue of this e-Tender notice.

All information shown in table under clause 12.3 under Section VI of this NIT document to be part of the Technical evaluation.

c) The Bidder must have an average annual financial turnover of atleast (Rs. 6.00 Lakh) (Rupees Six Lakh) only during the last 3 consecutive audited financial years [*amount is usually set at 30 – 40 % of the estimated annual contract value*].

d) The Bidder should be registered Agency under Private Security Agencies (Regulation) Act, 2005(PSARA Act, 2005).

e) The Bidder should not be blacklisted. Affidavit duly notarized in this regard should be submitted.

f) The Contractor/ Agency shall submit valid Licence under Contract Labour (Regulation and Abolition) Act to the in-charge of health facility, if it employs minimum 20 persons in its firm

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

(Submit with documentary evidence**)

Tender No. : _____

Date of opening : _____

Name and address of the Bidder : _____

Order placed by (full address of Purchaser)	Order No. and date	Description (Security services in hospital (Government Hospital or corporate hospital / Medical College and Hospital). In case of Hospital the no. of bed to be mentioned	Value of order (Rs.)	Period of Contract	Remarks on Satisfactory Performance (attach documentary evidence)**
1	2	3	4	5	6

Signature and seal of the Bidder

** The documentary evidence will be a certificate or bill paid or TDS certificate issued by the purchaser/ end user with cross-reference of order no. and date, with a notarized certification authenticating the correctness of the information furnished.

The bidder should preferably have the registered office or a branch office in the city/ district of the health facility.

4. **Earnest Money Deposit (EMD)**

Earnest Money Deposit (EMD)

4.1 The amount of Earnest Money to be submitted shall be Rs...30,000.00 (Rupees Thirty Thousand).

(The amount of EMD shall be equal to 2% (two percent) of the estimated bid value by the health facility based on annual expenditure of the HCF in this regard, rounded off to the nearest multiple of Rs. 100/-).

4.2 The earnest money shall be denominated in Indian Rupees.

4.3 **Deposition of earnest money:**

a. Net Banking (any of the banks listed in the ICICI Bank gateway) in case of payment through ICICI bank Payment Gateway.

b. **RTGS/NEFT** in case of offline payment through bank account in any bank.

4.4. **Payment by Net Banking:**

a) On selection of net banking as payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a UNIQUE ID) where he will select the bank through which he/ she wants to do the transaction.

b) Bidder will make payment after entering his/her Unique ID and password of the bank to process the transaction.

c) Bidder will receive a confirmation message regarding success / failure of the transaction.

d) If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee Road, Kolkata for collection of EMD / Tender fees.

e) If the transaction is failure, the bidder will again try for payment by going back to the first step.

4.5 **Payment through RTGS/ NEFT:**

a) On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having details to process RTGS/NEFT transaction.

b) The bidder will print the challan and use the pre-filled information to make RTGS / NEFT payment using his bank account.

c) Once payment is made , the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT / RTGS process to complete , in order to verify the payment made and continue the bidding process.

d) Hereafter, the bidder will go to e-Procurement portal for submission of his bid.

e) But if the payment verification is unsuccessful, the amount will be returned to bidder's account.

4.6. **Refund / Settlement Process**:

a. After opening of the bids and technical evaluation of the same by the tender inviting authority (TIA) through electronic processing in the e-Procurement portal of the State Government, the TIA will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web service.

b. On receipt of the information through e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidder's bank account from which transaction was made without any interest.

c. Once the Financial bid evaluation is electronically processed in the e-Procurement Portal, EMD of the technically qualified bidders other than that of L1 & L2 bidders will be refunded, through an automated process, to the respective bidders' bank account from which payment was made.

d. If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement Portal , EMD of the L2 bidder will be refunded through an automated process, to the his bank account from which payment was made .

e. As soon as the L1 bidder enters into agreement and submits the requisite Performance Security as specified under appropriate point of this document, the same is processed electronically in the e-Procurement Portal:-

i) EMD of the L1 bidder for tenders of the State Government Offices will automatically get transferred from the pooling account to the State Govt. Deposit head "8443-00-103-001- 07" through GRIPS along with the bank particulars of L1 bidder.

ii) All refunds will be made mandatorily to the Bank A/C from which payment of EMD was initiated.

iii) The EMD of the unsuccessful bidder will be refunded without any interest (EMD to be dealt with the FD No. 3975 –F(Y) dt. 28th July, 2016)

4.7. The TIA of the government offices will be using their respective e-Procurement User ID and password to view the EMD deposited by the bidders in the pooling accounts.

4.8. Forfeiture of EMD

A. The Authority shall be entitled to forfeit and appropriate the EMD as Damages inter alia in any of the events specified herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority shall suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on EMD shall be given to any Bidder.

B. The EMD shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Concession Agreement, or otherwise, if

(a) a Bidder submits a non-responsive Bid;

(b) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, as detailed in this NIT document;

(c) a Bidder withdraws its Bid during the period of Bid validity as specified in this NIT document and as extended by mutual consent of the respective Bidder(s) and the Authority;

(d) the Selected Bidder fails within the specified time limit -

i. to sign and return the duplicate copy of LOA; or

ii. to sign the Agreement through the selected bidder; or

iv. to furnish the performance security within the period prescribed in the NIT document

(e) the Contractor/ Agency, having signed the Agreement, commits any breach thereof prior to furnishing the performance security.

C. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

5. Performance Security

5.1 Within 15 (fifteen) days from the date of issue of notification of award by the purchaser, the Contractor/ Agency shall furnish performance security in the form of Bank Guarantee with any Nationalized Bank to the health facility for an amount equal to 10% of 1 (one) year's estimated gross bid value for health facility, or minimum statutory emoluments payable to maximum staff deployable there during one year period as per applicable rates plus other charges payable on date of commencement of contract. The performance security shall be valid and retained up to 6 (six) months after the date of completion of all contractual obligations by the Contractor/Agency.

5.2 In the event of any failure /default of the Contractor / Agency with or without any quantifiable loss to the health facility/ purchaser/ government, the amount of the performance security is liable to be forfeited by the health facility/ purchaser/ Administrative Hospital/Medical College. The Authority shall be entitled to forfeit and appropriate the performance Security to realize Damages inter alia in any of the events specified in relevant clause of the NIT documents.

5.3 In the event of any amendment issued to the contract, the Contractor / Agency shall, within 21 (twenty one) days of issue of the amendment, furnish the corresponding amendment to the performance security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.4 The health facility will release the performance security without any interest to the Contractor / Agency on completion of the Contractor's/Agency's all contractual obligations.

5.5 The Contractor/ Agency shall, for the performance of its obligations hereunder for implementing the Project, submit to the Authority an irrevocable and unconditional guarantee from any nationalized Bank for a sum equivalent 10% of the annual estimated bid value per annum as described in point 5.1 (the "Performance Security Amount") in the form of a bank guarantee in favor of the Hospital Authority/ as prescribed by the Tender Inviting Authority as per format set forth in Schedule-A of this NIT document (the "Performance Security"). Until such time the Performance Security is provided by the Contractor/ Agency pursuant hereto and the same comes into effect, the EMD shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the EMD to the Contractor/ Agency.

5.6 The Performance Security shall be valid for period of agreement plus six months from the Execution Date.

5.7 Appropriation of Performance Security

5.8 Upon occurrence of Contractor/ Agency repeated default or failure to fulfill the obligations under this NIT, damage to the College / Hospital or any other dues (indemnity as described in the NIT clause) occurred due to default of the Contractor/ Agency, the College / Hospital Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amount due and payable as liquidated damages from the Performance Security as Damages for such Event of Contractor/ Agency default. Upon such encashment and appropriation from the relevant Performance Security, the Contractor/ Agency shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the such Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Contractor/ Agency shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Contractor/ Agency shall be entitled to an additional Cure Period of 60 (sixty) days for remedying the Contractor/ Agency Default, and in the event of the Contractor/ Agency not curing its default within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as damages, and to terminate this Agreement.

5.9 Release of the Performance Security

The Performance Security shall remain in force and effect for the entire Agreement Period shall be released upon expiry of the defect liability period of 90 (ninety) days (the **"Defect Liability Period"**). During the defect liability period, The Contractor/ Agency shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Hospital Authority/Monitoring Agency during the aforesaid period. In the event that the Contractor/ Agency fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Hospital Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Contractor/ Agency's risk and cost so as to make the Project conform to the safety requirements, service requirements and maintenance requirements. All costs incurred by the Hospital Authority hereunder shall be reimbursed by the Contractor/ Agency to the Hospital Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Hospital Authority shall be entitled to recover the same from the Performance Security.

6 Tender Prices

6.1 The bidder shall quote a 'Management fee' for providing goods and /or services, as applicable in the e-tender. The Management Fee shall be quoted as a percentage of the total Statutory Monthly Emoluments payable to the total number of (unskilled + semi-skilled + skilled) workers deployed. Here 'Statutory Monthly Emoluments' shall mean amount payable as per Row 12 of Schedule of Payment under Section X: Proforma of Monthly Bill to be submitted by the Bidder. Service Tax as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid. The bidder may quote up to a maximum of 10 % (ten percent) as Management Fee. The bidder must quote a Management Fee between 2% and 10%. Bids outside this range will be rejected).

The price quoted shall be inclusive of all charges for providing 2 (two) sets of uniforms per year, I-Cards to all Contractor's/Agency 's staff deployed at health facility; boots, hand gloves, safety goggles, masks etc. to those required. The quality and colour code of such items of attire shall be as per approval of competent authority of health facility. The

Bidder shall bear all charges like transportation, insurance, expenses of his service personnel, including their health and safety measures; all other expenses necessary in providing the service, ex-factory/ ex-warehouse/ ex-registered or branch office to the health facility.

The bidder shall pay to the staff deployed by it at the health facility at least the minimum wages as fixed by the state government for semiskilled/ unskilled workers, dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time. He shall be reimbursed by the health facility the statutory minimum wages for unskilled workers and other minimum statutory emoluments paid by it to its staff deployed at the health facility, as revised from time to time, on submission of documentary evidence for such with his monthly Contractor's/Agency 's bill.

6.2 The rate quoted by the bidder shall remain valid for full period of contract i.e. for 1 year + 1 year + 1 year = full 3 years of contract period, as renewed on yearly basis of satisfactory performance, plus extension period, if any.

6.3 The bidder should quote rates online in the Bill of Quantity (BOQ) in the space marked for quoting rates against each health facility in the BOQ. Downloaded copies of the BOQs are to be uploaded, virus scanned and digitally signed by the bidder.

7. Terms and Mode of Payment

7.1 Payment shall be made in Indian Rupees subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of contract.

7.2 The Contractor / Agency shall submit bills for payment due to him at the end of each month in duplicate to the in-charge of health facility as per proforma in Section X.

7.3 Along with the above bill the Contractor / Agency shall certify and submit the following documents in duplicate, too:

i. An abstract sheet of service supplied by him to Medical Colleges/ Hospitals during the month. The abstract sheet should be prepared by him in format of the Hospital Services Register, as mentioned in Section X of this e-tender

document. The abstract sheet shall be checked and verified by the Facility Manager/ Assistant Superintendent/ appropriate authority of the health facility. After verification, such authorities shall sign/ countersign on the abstract sheet and on the bill submitted by the Contractor / Agency with certificate that the services has been duly rendered satisfactorily by the Contractor / Agency for the period claimed in the bill.

ii. The attendance sheet of the hospitals hired security services staff deployed by the Contractor / Agency, duly authenticated daily by his designated staff and countersigned by appropriate authority of the health facility. No payment shall be made for absentee employees without any replacement.

iii. The bank statement showing the date on which the previous month's emoluments to the Contractor's/Agency's staff deployed at the health facility have been paid through ECS. The Contractor / Agency shall provide the mandate form for ECS payment to its deployed staffs. The ESI Contribution relating to these workers (copies of ESI Cards of workers, copy of ESI deposit challan shall be enclosed). EPF Contribution relating to these workers (copies of EPF numbers of workers, copy of EPF deposit challan shall be enclosed). The same is applicable for EDLI Contribution and Administrative Charges paid by Contractor / Agency for the staff. These expenses shall be reimbursed to the Contractor / Agency by the health facility after proper verification.

iv. Self declaration, in the form of an Affidavit to be sworn before Ld. Judicial Magistrate / 1st Class Magistrate "We are complying with all statutory Labour laws in vogue and as amended up to date, including the Minimum Wages Act".

v. Service Tax deposit challan for tax claimed in preceding month's Contractor's/Agency's bill.

vi. Details of any other benefits, facilities etc. availed by him during the billing period from the health facility, appropriate consumption charges for which shall be deducted from his monthly Contractor's/Agency 's bill.

The Contractor / Agency shall be absolutely and exclusively responsible for the payment of salary for the staff deployed at health facility on or before the 7th of each succeeding monthto protect the interest of these staff and to ensure smooth running of hospital's Security services in the health facility, irrespective of whether or not he may be able to raise the bills or receive payments from health facility by that time.

Payment shall be released to the Contractor / Agency after deduction of Income Tax deductible at source and other statutory deductions.

Additional compliances to be verified before payment of monthly Contractor's/Agency's bill for the first time by health facility:

i. Performance Security as per GCC Clause 5 has been submitted

ii. Contract form as per Section IX has been signed and exchanged by both the parties

iii. Contractor's/Agency's deployed staff are wearing uniforms and ID Cards, as approved by in- charge of health facility

iv. Contract Labour license of Contractor / Agency submitted, as the case may be

v. Any other documents as necessary in pursuance of the clause under Section III of this document

8. Variation, Delay in the Contractor's/Agency's Performance

8.1 The Contractor/Agency shall perform the services under the contract as per quality, time schedules, deployable staff, other terms and conditions specified by the Purchaser in the relevant clauses of the contract.

8.2 Subject to the provision under GCC clause 13, any unexcused variation in quality, quantity, delay etc by the Contractor/Agency in maintaining its contractual obligations towards performance of services shall render the Contractor/Agency liable to any or all of the following sanctions:

(i) Imposition of liquidated damages,

(ii) Forfeiture of its performance security

(iii) Termination of the contract for default.

[iv] Civil and Criminal proceedings in appropriate Court of Law

8.3 If at any time during the currency of the contract, the Contractor/Agency encounters conditions hindering timely performance of services, the Contractor/Agency shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for its remedy accordingly. On receiving the Contractor's/Agency's communication, the Purchaser shall examine the situation as soon as possible and at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of Contractor's/Agency's contractual obligations by issuing an amendment to the contract.

9. Liquidated damages

9.1 Subject to GCC Clause 13, if the Contractor / Agency fails to provide Security services as per quality, time schedules, deployable staffs and other terms and conditions incorporated in the contract and to the satisfaction of the competent authority of health facility, the latter shall, without prejudice to other rights and remedies available to it under the contract deduct a sum equivalent to 1% (one percent) of the total value of services supplied as per Row 1 of Part B: Security services Bill of Contractor's/Agency 's Monthly Bill as per proforma of Section X; as liquidated damages per occasion of default from the Contractor's/Agency's monthly bill.

If the deductions exceed 6 % (six percent) of the total value of Security services supplied in any calendar month, the health facility may consider termination of the contract and hiring of alternative service at risk and cost of the Contractor / Agency as laid down in GCC Clause 10: Termination for Default.

10. Termination for default

10.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), may, by written notice of default sent to the Contractor / Agency, terminate the contract in whole or in part, if the Contractor / Agency fails to

perform the services and/ or fails to perform any other contractual obligation(s) as specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC sub-clause 8.3.

10.2 In the event the Purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 10.1 above, the Purchaser may procure services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor/Agency shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.

10.3 Unless otherwise instructed by the Purchaser, the Contractor/Agency shall continue to perform the contract to the extent not terminated.

10.4 The Purchaser reserves the right to terminate the contract, in case of corrupt and or fraudulent practice by the Contractor/ Agency.

10.5 Other relevant clause as in Section III and V also remains applicable for termination of service.

11. Termination for insolvency

11.1 If the Contractor/Agency becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the Contractor/Agency without any compensation, whatsoever, to the Contractor/Agency, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser.

12. Termination for convenience

The Purchaser reserves the right to terminate the contract, in whole or in part for its (Purchaser's) convenience, by serving written notice on the Contractor/Agency at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser. The notice shall also indicate inter alia, the extent to which the Contractor's/Agency's performance under the contract is terminated, and the date with effect from which such termination will become effective.

13. Force Majeure

13.1 Notwithstanding the provisions contained in GCC clauses 8, 9 and 10, the Contractor/agency shall not be liable for imposition of any such sanction so long the delay

and/or failure of the Contractor/Agency in fulfilling its obligations under the contract is the result of an event of Force Majeure.

13.2 For purposes of this clause, Force Majeure means an event beyond the control of the Contractor/Agency and not involving the Contractor's/Agency 's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

13.3 If a Force Majeure situation arises, the Contractor/Agency shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the Contractor/Agency shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.

13.5 In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the Contractor/ Agency accordingly and subsequent actions taken on similar lines described in above sub-clauses.

14. Modification of Contract

14.1 If necessary, the purchaser may, with due approval of the Administrative Hospital/Medical College and the competent authority of the Department of Health & Family Welfare, issue a written order to the Contractor/Agency at any time during the currency of the contract, to amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

a) Requirements and Specifications of the services.

b) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

c) **Any subsequent order by any statutory authority/ Government to ensure quality service will become part of the Agreement of the service.**

15. Notices

15.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing. The procedure will provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

15.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

16. Resolution of disputes

16.1 If dispute or difference of any kind shall arise between the Purchaser and the Contractor/Agency in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

16.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the Contractor/Agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser and Contractor/Agency relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Hospital/Medical College of Health and Family Welfare, Government of West Bengal, appointed to be the arbitrator by the Principal Secretary of the Department of Health and Family Welfare to that Hospital/Medical College. The award of the arbitrator shall be final and binding on the parties to the contract.

16.3 The venue of arbitration shall be the district from where the contract has been issued or Kolkata, as deemed appropriate by the arbitrator.

17. Applicable Law and Legal Suits

17.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

17.2 All disputes are subject to Kolkata jurisdiction only.

18. General/ Miscellaneous Clauses

18.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Contractor/Agency on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

18.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

18.3 The Contractor/Agency shall notify the Purchaser of any material change that would impact on performance of its obligations under this Contract.

18.4 Each member/constituent of the Contractor/Agency, to and responsible for all obligations towards the Purchaser for performance of contract/services including that of its Associates/Sub Contractor/Agencies under the Contract.

18.5 The Contractor/Agency shall, at all times, indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Agency /its associate/affiliate etc.

18.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

19. Governing language

19.1 The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

20. Use of contract documents and information

20.1 The Contractor/Agency shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample

or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the Contractor/Agency in the performance of the contract emanating from this e-tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of performance of this contract.

20.2 Further, the Contractor/Agency shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 20.1 above except for the sole purpose of performing this contract.

20.3 Except the contract issued to the Contractor/Agency, each and every other document mentioned in GCC sub-clause 20.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the Contractor/Agency 's performance and obligations under this contract.

SECTION VI: GENERAL INSTRUCTIONS TO BIDDERS (GIB)

[For bidding in this e-tender]

1. Introduction

1.1 Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the e-tender document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this document may result in rejection of its bid.

1.2 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/ consignee. The procurement will be in terms of procurement rules of the Government of West Bengal.

2 Corrupt or Fraudulent Practices

2.1 It is required by all concerned, namely the Consignee/Bidders/Contractor/Agency s/others to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:

(a) will reject the award of contract if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the Consignee/Bidders/Contractor/Agency/others has engaged in corrupt or fraudulent practices in competing for, or in executing the contract. **In such case the TIA may terminate the agreement.** Before declaring a firm ineligible, a show-cause to be issued followed by reasoned hearing.

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

Availability of Funds

Expenditure to be incurred for the proposed services will be met from the funds available with the purchaser/ consignee. The procurement will be in terms of procurement rules of the Government of West Bengal.

3. Bidding, Contracting and Billing Expenses

3.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing, online uploading and submission of its bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

3.2. The bidder shall bear all costs, including the cost of stationery and printing, for signing of the contract and submission of bills for payment.

4. Clarification on e-Tender Document

4.1 A bidder requiring any clarification or elucidation on any issue of the e-tender

document may take up the same with the purchaser in the pre-bid meeting.

4.2. The bidder may also take up the same in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than eight days prior to the prescribed date of submission of bid.

5. Alternative Bids

5.1 Alternative Bids are not permitted.

6. Bid Validity

6.1 The bids shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of technical bid opening prescribed in the e-tender document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

6.2 In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed in writing. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its bid validity without forfeiting its EMD.

6.3 In case the day up to which the bids are to remain valid falls on/ is subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

7 Preparation of Bid Documents

7.1 The bid documents shall either be typed or written in indelible ink and the same shall be signed/ digitally signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.

7.2 The bid documents shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the bid.

7.3 It is the responsibility of bidder to go through the e-tender document to ensure furnishing all required documents. Wherever necessary and applicable, the bidder shall

enclose certified copy as documentary evidence to substantiate the corresponding statement.

7.4 A bid, which does not fulfill any of the above requirements and/or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.

7.5 **Bid sent by paper/fax/telex/cable/email etc shall be ignored.**

PREPARATION OF BIDS FOR e-TENDER:

8. Registration of Bidder: A bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-Procurement System, by logging on to website https://wbtenders.gov.in. The bidder is to click on the link for e-tendering site as given on the web portal.

9. Digital Signature Certificate (DSC)

9.1. Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of bids from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Website https://wbtenders.gov.in. DSC is issued as a USB e-Token.

9.2. The bidder can search and download Notice Inviting Tender (NIT) and tender document electronically from computer once he logs on to the website https://wbtenders.gov.in using the Digital Signature Certificate.

10. Submission of Bids

Bids are to be submitted online to the website https://wbtenders.gov.in in two folders before the prescribed date and time using Digital Signature Certificate (DSC). The documents to be uploaded should be virus scanned copies, duly digitally signed. The documents will get encrypted (transformed into non readable formats) on uploading. The two folders are:

1. Technical Proposal: containing Statutory Cover and Non-statutory cover
2. Financial Proposal: containing Bill of Quantity

11. Technical Proposal: Statutory Cover

11.1. Statutory Cover shall contain the following documents:

A) Tender Documents:

i) Application to participate in e-tender as per Section VIII: Tender Application Form

ii) Notice Inviting Tender: Sections 1 to XII

B) **Scanned copy of EMD or documents in support of exemption/relaxation claimed for EMD (refer General Conditions of Contract, Clause 4)**

12. Technical Proposal: Non-Statutory Cover

12.1 Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder.

12.2 Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents using: (a) multiple scan (b) black and white scan (c) scan resolution should be within 250.

12.3. Non Statutory Cover will contain following documents

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	1. Income Tax PAN 2. Professional Tax Registration/ any Challan deposited in last six months from scheduled date of e-tender opening 3. GST Registration along with copy of last return filed 4. ESIC Code Number Allotment. 5. EPFO Registration.
B.	Company Detail(s)	Company Detail	1. Certificate of Incorporation/ Partnership Deed 2. Updated Trade Licence 3. Power of Attorney in favour of signatory of bid

C.	Credential	Credential – 1 Credential – 2	Performance Statement as per format described in General Conditions of Contract, Clause 3; with supporting documents
D.	Documents	Documents	1. Audited Balance Sheet & Profit & Loss A/c of last 3 years with valid UDIN (Unique Document Identification Number) certified by the Chartered Accountant, clearly indicating the Annual Turnover 2. Name, address of banker, account number 3. Bank Solvency Certificate on any date after publishing of this e-tender for an amount equal to 3 (three) months' total bill for supplying services at rate quoted by bidder at full bed-occupancy of health facility, plus the minimum statutory emoluments payable to the maximum staff deployable at that facility during this period 4. Address proof for registered and/or branch office of bidder, (preferably in district of health facility) 5. Bidder's Undertaking as per General Instructions to Bidders, Clause 13 below

Valid documents as noted in the above table will have to be submitted and this will form the part of the Technical evaluation

13. **Bidder's undertaking:**

13.1 The bidder shall provide an undertaking duly notarized that the proprietor/ promoter/ director of the firm, its employee, partner or representative are not convicted by a court of law for offence involving moral turpitude in relation to business dealings such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of taxes etc. The firm does not employ a government servant, who has been dismissed or removed on account of corruption. The firm has not been de-barred, blacklisted by any government ministry/ Hospital/Medical College/ local government/ PSU/ Pvt. Institution etc. in the last two years from scheduled date of opening of this e-tender.

14. Financial Proposal: Bill of Quantity

14.1 The financial proposal (cover) or prices quoted should be uploaded online through the Bill of Quantity (BOQ). The bidder shall quote the price online in the space marked for quoting prices in the BOQ. Only downloaded copies of the BOQ are to be uploaded, virus scanned and digitally signed by the bidder. Please refer Section VIII: 'Price Schedule/ Bill of Quantity' for a print copy of the BOQ.

OPENING OF TENDER

15. The purchaser will open the bids after the specified date and time as indicated in the NIT.

16. Authorized representatives of the bidders may attend the tender opening.

17. This e-tender shall be evaluated as follows. Online technical bids of EMD-qualified bidders shall be opened and evaluated with reference to parameters prescribed in the e-tender document. After this, the online price bids of only the technically qualified bidders shall be opened for further evaluation.

18. **Opening of Technical Proposals:**

18.1 Technical proposals will be opened by members of the Tender Evaluation Committee electronically from the e-tender website using their Digital Signature Certificates (DSCs).

18.2 In the Technical Proposal, the Cover (folder) for Statutory Documents will be opened first and if found in order, the cover (folder) for Non-Statutory Documents will be opened.

18.3 IF ANY DOCUMENT REQUIRED TO BE SUBMITTED FOR e-TENDER BY THE BIDDER IN HIS TECHNICAL PROPOSAL IS NOT SUBMITTED OR IS FOUND TO BE DEFICIENT IN ANY MANNER AT ANY STAGE AFTER OPENING OF BID, THE BID MAY BE SUMMARILY REJECTED.

SCRUTINY AND EVALUATION OF BIDS

19. Basic Principle

19.1 Bids will be evaluated on the basis of the terms and conditions already incorporated in the e-tender document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

19.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the bids are generally in order. The bids, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

19.3 Prior to the detailed evaluation of price bids, the Purchaser will determine the substantial responsiveness of each bid to the e-tender document. For purpose of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the e-tender document without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security, Terms and Mode of Payment; Variation, Delay in the 's/Agency 's Performance, Liquidated Damages, Termination of Contract, Force Majeure, Resolution of Disputes, Applicable law etc. will be deemed to be material deviations. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

20. If a Bid is not substantially responsive, it will be rejected by the Purchaser.

21.1 Decrypted (transformed into readable format) documents of the non-statutory cover will be downloaded and handed over to the Tender Evaluation Committee. The Committee will evaluate technical proposals as per terms laid down in this e-tender document.

21.2 During evaluation the Committee may summon bidders and seek clarification /information or additional documents or original hard copies of documents submitted online. If these are not produced within specified time, the bid proposals will be liable for rejection.

21.3 The result of evaluation of technical bids, along with information regarding further steps in evaluation of the tender shall be uploaded online on e-tender website.

22. Comparison of Bids

22.1 The comparison of the responsive bids shall be carried out on Delivery Duty Paid (DDP) consignee site basis.

23. Bidder's Capability to Perform the Contract

23.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily.

23.2 The above-mentioned determination will inter alia, take into account the bidder's financial, technical and production/ service capabilities for satisfying all the requirements of the purchaser as incorporated in the e-tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser, including inspection of warehouse/ registered or branch office/ site visit of any current project(s) etc. of the bidder at cost and arrangement of bidder by authorized representative(s) of purchaser.

AWARD OF CONTRACT

24. Purchaser's Right to accept any bid and to reject any or all bids

24.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the tendering process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

25. Award Criteria

25.1 Subject to GIB clause 24 above, the contract will be awarded to the lowest evaluated responsive bidder per health facility. The list of successful bidder(s) shall be uploaded online. In case of tie, in L1 bid, the contract will be awarded as per the existing guidelines / orders of the finance Dept, Govt. of West Bengal.

26. Variation of Quantities at the Time of Award, During Currency of Contract

26.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease the scope of services mentioned in the relevant section(s) in tender without any change in the unit price and other terms and conditions quoted by the bidder.

26.2 The quantity of goods and/ or services mentioned in the relevant section(s) in tender to be procured may be staggered during currency of the contract.

26.3 The purchaser reserves the right to extend the 3 (three) year contract by another 3 (three) months on same terms and conditions at the end of 3 (three) year contract period. Thereafter, the contract may be extended on same terms and conditions for further periods on mutual agreement between purchaser and Contractor / Agency.

27. Notification of Award

27.1 Before expiry of the tender validity period, the purchaser will notify the list of successful bidder(s) per health facility online on websites, https://wbtenders.gov.in and www.wbhealth.gov.in. In addition, each successful bidder shall be notified in writing that its bid for goods and/ or services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods and/ or services and corresponding prices accepted. The successful bidder must furnish to the health facility the required performance security within 15 (fifteen) days from the date of issue of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5.

27.2 The Notification of Award shall constitute the beginning of the Contract and the 3 (three) year contract period shall commence from this date of notification.

27.3 The successful Bidder shall also physically submit original documents/ duly attested Photo-copies of all documents uploaded by him online at the time of bidding.

28. Issue of Contract

28.1 Within 7 (seven) days of notification of award, the successful bidder will sign the contract form as per Section IX with the health facility.

28.2 The Purchaser reserves the right to issue the Notification of Award consignee wise.

29. Non-receipt of Performance Security and Contract by the Purchaser/ Consignee.

29.1 Failure of the successful bidder in providing performance security and/ or signing contract in terms of GIB clauses 27 and 28 above shall make the bidder liable for forfeiture of its EMD and also, for further actions by the Purchaser/ Consignee against it as per the clause 10 of GCC: Termination for default.

30. General/ Miscellaneous Clauses:

30.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Contractor/Agency on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

30.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

30.3 The Contractor/Agency shall notify the Purchaser of any material change that would impact on performance of its obligations under this Contract.

30.4 **Each member/constituent of the Contractor/Agency, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser for performance of contract/services including** that of its Associates/Sub Contractor's/Agency's under the Contract.

Principal,.....MC/ MSVP,.....MCH/ Teaching Hospital / CMOH, ...District / Superintendent.....(decentralized hospital)

SECTION VII: TENDER APPLICATION FORM

To,

The Tender Inviting Authority.....

.....

.....

Ref: Your e-tender document No. ____Dated _____

We, the undersigned have examined the above e-tender document, including amendment/corrigendum number_____, dated_____(*if any*), the receipt of which is hereby confirmed. We now offer to render services in conformity with your above referred document for the sum, as shown in the price schedule/Bill of Quantity attached herewith and made part of this bid.

We hereby declare that all data and documents submitted by us in our bid in this e-tender are genuine and true, to the best of our knowledge and belief.

If our bid is accepted, we undertake to render the services as mentioned above, in accordance with the schedule and terms and conditions as specified in the e-tender document, including amendment/ corrigendum if any.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in terms of GCC clause 5, for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the GIB clause 6, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Government Authorities/ Organization/ Institution/ local bodies etc in last two years.

Brief of court/legal cases pending, if any, are following:

We would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by you to verify this statement.

(Signature with date)

(Name, designation, seal of authorised person to sign bid for and on behalf of Bidder)

SECTION VIII: Price Schedule/Bill of Quantity

(Print copy of BOQ**)**

[Directions to bidders for quoting prices online: The online Bill of Quantities (BOQ) will contain many columns. Please consider only the following columns in BOQ and quote your all inclusive price, (excluding Service Tax) for supply of one unit of goods and /or services you intend to bid for in Column number seven (7) titled as 'Basic Price (in. Rs.)' of the BOQ. Service Tax shall be paid for by the purchaser as applicable. Minimum wages, bonus, entitlement, dues etc. as per the relevant statutes in vogue shall be paid for by the purchaser as revised from time to time.]

Sl. No.	Item Description	**Basic Price (in Rs.)**
1	The bidder shall quote a 'Management Fee' for providing goods and /or services, as applicable in the tender. The Management Fee shall be quoted as a percentage of the total Statutory Monthly Emoluments payable to the total number of (unskilled + semi-skilled + skilled) workers deployed for providing services in the MC /MCH/ hospital. Here 'Statutory Monthly Emoluments' shall mean amount payable as per Row 12 of Schedule of Payment under Section-X: Proforma of Monthly Bill to be Submitted by the Bidder. Service Tax as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid. **The bidder must quote a Management Fee between 2% and 10%. Bids outside this range will be rejected).** [For example: If you quote the figure '5'. It means that you will charge 5 % (five percent) of total Statutory Monthly Emoluments payable to the total number of (unskilled + semi-skilled + skilled) workers deployed for providing services in the MC/MCH/ hospital as Management Fee per month. Service Tax as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid. You may quote upto a maximum of 10 % (ten percent) as Management Fee.]	[Quote Figure]

To be uploaded with digital signature of authorized personnel of Bidder

SECTION IX: CONTRACT FORM

[to be signed on a stamp paper of denomination of Rs.10/-(ten only) or above]

Name and address of the health facility issuing the contract.....

.....

.....

Contract No_____ dated_____

1. This is in continuation to Notification of Award of Contract No_____dated ____ against e-tender no._____dated_____ _____and subsequent amendment No__, dated _____(if any), issued by the purchaser.

2. Name and address of the Contractor / Agency: .....

.....

.....

3. Contractor/agency's Bid No ____dated ____ and subsequent communication(s) No _____dated _

(if any), exchanged between the Contractor / Agency and the purchaser in connection with this e-tender.

4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned above, shall also be deemed to form and be read and construed as integral part of this contract:

i. The e-tender document no..... dt.....

ii. Tender Application Form furnished by the Contractor / Agency

iii. Technical and Financial Bid submitted by the Contractor / Agency

iv. Purchaser's Notification of Award of Contract

The words and expressions used in this contract shall have the same meanings as are

respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II: PREAMBLE of the e-tender document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference and form the integral part of the Contract/ Agreement:

5.1 Brief particulars of the goods and/ or services which shall be supplied/ provided by the Contractor are as under:

Schedule No.	Brief description of goods/ services	Quantity	Unit Price	Total price

Financial limit to contract

5.2 Requirements and EMD

5.3 Consignee List

5.4 Variation, Delay in the Contractor's performance

5.5 Any other additional services (if applicable) and cost thereof:

5.6 Performance Security

5.7 Cleaning/Housekeeping/Security/ GDA Staff to be deployed by Contractor at MCH/ Hospital

5.8 Terms and Mode of Payment

5.9 Liquidated Damages

5.10 Termination for Default

5.11 Termination for insolvency

5.12 Force Majeure

5.13 Termination for convenience

5.14 Notices

5.15 Resolution of disputes

5.16 Applicable Law and Legal Suits

5.17 General/ Miscellaneous Clauses

5.18 Assignment

5.19 Annexure: Documents listed in Clauses 4(i) to 4(iv) above.

5.20 Performance Bank Guarantee and NIT clause related to appropriation and

release of the Performance Bank Guarantee related clauses.

5.21 EMD details

5.22 Clause of the NIT from Section I to Section XI shall be part of the Contract Form

Signature, seal, name and address of the purchaser's/ consignee's authorised official)

Received and accepted this contract

(Signature, seal, name and address of the Contractor's/Agency's executive duly authorised to sign on behalf of the Contractor / Agency)

Section X: Proforma for Contractor's/Agency's Monthly Bill

[The proforma for contractor's/Agency's monthly bill comprises Parts A, B, C, D and E. The monthly bill shall be submitted by Contractor / Agency to in-charge of health facility. Payment shall be made as per terms laid down in e-tender document, especially GCC Clause 7.

Statutory emoluments payable to contractors / Agency's staff will be governed by the labour wages issued from time to time by the Labour Commissioner of West Bengal.

Contractor/agency's Monthly Bill: Part A:

Abstract Sheet for services to Medical Colleges/ Hospitals of

.....(Name of health facility)

Period from ..... to .....

Name of Contractor/Agency .....

Contract no..... (Photo copy attached with this bill)

The Facility Manager/ sister-in-charge of ward/Deputy Superintendant/Assistant Superintendent/ HOD/ appropriate authority of health facility shall verify this abstract sheet attached herewith and with the entries in the Medical College's/ Hospital's Services Register. After verification, such authorities shall sign/ countersign on the abstract sheet and on the bill submitted by the Contractor / Agency with certificate that the services have duly been

served satisfactorily by the Contractor / Agency for the period claimed in the bill.

Contractor/agency's Monthly Bill: Part B: Security services Bill

Sl no (1)	Schedule of Payments (2)	Rs. (3)
1	Total value of Security services supplied as per Abstract Sheet of Part A of Contractor's/Agency 's Bill	
2	Less: Deductions for liquidated damages as per GCC Clause 9 of e-tender document on total value of Security services supplied (on Row 1). Kindly annex a separate list	
3	Less: Any other benefits, facilities etc. availed by Contractor / Agency during the billing period from the health facility, appropriate consumption charges for which shall be deducted from the total value of Security services supplied (on Row 1). Kindly annex a separate list.	
4	Net value of Security services supplied [Row 1- (Rows 2+3)]	
5	'Management fee'@..... percent of net value of Security services supplied (on Row 4)	
6	Total (Rows 4 + 5)	
7	GST on 'Total' (on Row 6)	
8	Any other tax applicable (on Row 6)	
9	Gross Security services Bill (Rows 6+7+8)	
10	Less: Income Tax deducted at source on 'Management fee'(on Row 5)	
11	Any other deductions	
12	Net Security services Bill [Row 9- (Rows 10+11)]	

13	Attached documents: i. Security Service Tax deposit challan for tax claimed in preceding month's Contractor's/Agency's bill. ii. A photocopy of the observations recorded in the Hospital's Security services Register during billing period as per Section III, Clause 5,6,7,8 of e-tender document. iii. ..... iv. .....

Contractor's/Agency's Monthly Bill: Part C: Reimbursement of Minimum Statutory Emoluments to Contractor's/Agency's Staff Deployed at Health Facility

(1. The maximum number of Contractor's/Agency's staff deployed at health facility shall be as per Section III, Clause 5 of e-tender document.

2. Reimbursements shall be made only on submission of documentary evidence by Contractor / Agency with this bill that he has duly paid/ deposited the reimbursement claims sought by him in the previous month's bill from the health facility.)

Sl no (1)	Schedule of Reimbursement (2)	Rate. Rs. (3)	No. of Staff (4)	Total Rs. (5) (Col. 3x4)
1	Minimum monthly wage rate applicable for semiskilled/ unskilled workers in the applicable Zone as per Labour Hospital/Medical College, Govt. of West Bengal for staffs deployed by Contractor / Agency at health facility			
2	Monthly EPF Contribution by employer for staffs			
3	Monthly ESI Contribution by employer for staffs			
4	EDLI Contribution and Administrative Charges payable by employer for staffs			
5	Any other statutory emoluments payable by employer for staffs			
6	Total statutory monthly emoluments payable by employer to his staff deployed at health facility (totals of Column 5 of Rows 1+2+3+4+5)			
7	Declaration by Contractor / Agency: We are complying with all statutory Labour laws in vogue and as amended up to date, including the Minimum Wages Act.			

8	Other Declarations and attached documents with bill: i. The attendance sheet of Contractor's/Agency's deployed staff at health facility, authenticated daily by a designated staff of Contractor / Agency and countersigned by an appropriate authority of health facility. ii. The wages of workers were credited to their bank accounts on..... (date). (The bank statement showing monthly salary paid through ECS to the Contractor's/Agency's deployed staff at health facility in the preceding month.) iii. ESI Contribution relating to these staff amounting to Rs.....was deposited on..... (date) (copies of ESI Cards of workers, copy of ESI deposit challan shall be enclosed) iv. EPF Contribution relating to these staff amounting to Rs.....was deposited on..... (date) (copies of EPF numbers of workers, copy of EPF deposit challan shall be enclosed) v. EDLI Contribution and Administrative Charges payable by employer for staffs vi. Medical fitness certificates of Contractor's/Agency's deployed staff every six-months vii. ..... viii. .....

Contractor/agency's Monthly Bill: Part D: Total Bill

Total of Security services Bill as per Part B of Contractor/agency 's Monthly Bill	Rs.....
Total bill for Reimbursement of Minimum Statutory Emoluments to Contractor's/Agency's Staff Deployed at Health Facility as per Part C of Contractor's/Agency's Monthly Bill	Rs.....
Grand Total	Rs.....

Part E: Additional compliances to be verified before payment of monthly Contractor's/Agency's bill for the first time by health facility:

i. Performance Security as per GCC Clause 5 has been submitted

ii. Contract form as per Section IX has been signed and exchanged by both the parties

iii. Contractor's/Agency's deployed staffs are wearing uniforms and ID Cards, as approved by in-charge of health facility

iv. Written job-responsibilities of each deployed staff of Contractor / Agency

v. Contract Labour Licence of Contractor / Agency submitted.

SECTION XI: CHECKLIST FOR BIDDERS

Sl no	Checklist
1	EMD or documents in support of EMD exemption
2	Tender Application Form
3	Notice Inviting Tender Sections I to XII
4	PAN
5	Professional Tax Registration/ receipt of tax deposited in last six months from scheduled date of e-tender opening
6	GST Registration along with copy of last return filed
7	ESIC Code Number Allotment
8	EPFO Registration
9	Certificate of Incorporation/ Partnership Deed
10	Trade Licence
11	Registration/ Licence under Private Security Agencies (Regulation) Act, 2005(PSARA Act, 2005).
12	Power of Attorney in favour of signatory of bid
13	Performance Statement as per format prescribed in GCC Clause 3, with supporting documents
14	Audited Balance Sheet & Profit/ Loss A/c for last 3 years with UDIN.
15	Name, address of banker, account number

16	Bank Solvency Certificate on any date after publishing of this e-tender for an amount equal to 10% of Annual estimated Bid at rate quoted by bidder at full bed-occupancy of health facility, plus the minimum statutory emoluments payable to the maximum staff deployable at that facility during this period
17	Address proof for registered and/or branch office of bidder, preferably in district of health facility
18	Bidder's Undertaking as per General Instructions to Bidders, Clause 13
19	Price Schedule/ Bill of Quantity (BOQ)

N.B. It is the responsibility of bidder to go through the e-tender document to ensure furnishing of all required documents in addition to above, if any.

Schedule A: Format for Security Deposit

FORMAT OF PERFORMANCE SECURITY

To
CMOH/Principal/MSVP/Superintendent <Name of the institute/facility>
<Address>

WHEREAS:

A. .....("**Authority**") and ..... (the "**Security Service or manpower providing Agency**") have entered into an Agreement date.....(the "**Agreement/Service Level Agreement**") whereby the Authority has agreed to the avail **Security Services** to be provided by the **Security Service or manpower providing Agency** in accordance with the provisions of the Agreement.

B. The Agreement requires the **Security Service or manpower providing Agency** to furnish performance Security (the "**Performance Security/Security**") to the Authority in a sum of INR... ..... (the "**Security Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Contract Period (as defined in the Agreement). The Performance Security shall be valid for a period of .....Years/months from the date of issue (the "**Security Period**").

C. We, ... through our Branch at.....("**Bank**") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the **Security Service or manpower providing** Agency's obligations during the Security Period, under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the **Security Service or manpower providing Agency**, such sum or sums up to an aggregate sum of the Security Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority to the Bank that the **Security Service or manpower providing Agency** has committed default on the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the **Security Service or manpower providing Agency** is in default in due and faithful performance of its obligations during the Security Period under the Agreement and its decision that the Security Agency is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the **Security Service or manpower providing Agency**, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the **Security Service or manpower providing Agency** for any reason whatsoever.
3. In order to give effect to this Security, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the **Security Service or manpower providing Agency** and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Security.

4. It shall not be necessary, and the Bank hereby waives any need for the Authority to proceed against the **Security Service or manpower providing Agency** before presenting to the Bank its demand under this Security.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Security, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfillment and/or performance of all or any of the obligations of the contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the **Security Service or manpower providing Agency**, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the **Security Service or manpower providing Agency** or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Security and the Bank hereby waives all of its rights under any such law.

6. This Security is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment, compliance and/or performance of all or any of the obligations of the **Security Service or manpower providing Agency** under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Security is restricted to the Security Amount and this Security will remain in force until the compliance of the conditions specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Security, no later than 6 (six) months from the date of expiry of this Security, all rights of the Authority under this Security shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Security shall cease to be in force and effect upon the expiry of the Security Period. Upon request made by the **Security Service or manpower providing Agency** for release of the Performance Security along with the particulars required to satisfy the expiry of Security Period as defined in the Agreement, the Authority shall release the Performance Security forthwith.
9. The Bank undertakes not to revoke this Security during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Security and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Security shall come into force with immediate effect and shall remain in force during the Security Period pursuant to the provisions of the Agreement.

Signed and sealed this ..... day of ....., 20..... At ..... SIGNED,

SEALED AND DELIVERED

For and on behalf of the

BANK by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee

The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.