



**Office of the Principal**  
**North Bengal Dental College & Hospital**  
**Sushrutanagar, Dist.- Darjeeling, Pin- 734012**  
**Email : [principalnbdch2012@gmail.com](mailto:principalnbdch2012@gmail.com)**



Memo No. 969 /NBDC&H

Date. 13/9/24

**Notice inviting e-Tender for the**  
**"Engagement of 08 (eight) nos. outsourced unarmed security guards (unskilled)**  
**(4 male & 4 female) at Ladies & Boys Hostel**  
**of North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling.**

Principal, North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling invites e-Tender only from bonafide, eligible and resourceful Agency/Contractors for engagement of outsourced unarmed security guards (unskilled) (4 male & 4 female) at North Bengal Dental College and Hospital for 01 (one) year, renewable at the end of each year on satisfactory performance by the agency. The 01 (one) year contract period shall commence from the date of notification of award of contract for this tender. Bid Document can be downloaded from [www.wbtenders.gov.in](http://www.wbtenders.gov.in), [www.wbhealth.gov.in](http://www.wbhealth.gov.in) & [www.nbdch.ac.in](http://www.nbdch.ac.in). Necessary earnest money is to be submitted for participation in the tender through the process as may be followed as per memorandum of the finance department audit branch bearing memo no – 3975-FY, dated 28-07-2016 (GRIPS): -

Name of Work	Earnest Money (EMD)	Validity of the Tender
Engagement of 08 (eight) nos. Outsourced unarmed Security Guards (unskilled) (4 male & 4 female)	Rs. 24,000/- (Rupees Twenty-Four only)	01 (one) year

Bid Uploading	Last date of submission	Technical Bid Opening	Financial Bid Opening
13.09.2024 05.00 PM onwards	02.10.2024 upto 12.00 hours as per server clock	03.10.2024 12.30 PM	To be declared later

Principal  
 North Bengal Dental College & Hospital,  
 Sushrutanagar, Darjeeling.  
 NBDC&H  
 SUSHRUTANAGAR, DARJEELING  
 Date. 13/9/24

Memo No. 969/1(17) /NBDC&H

Copy forwarded for information to:-

- 1) The DME, West Bengal, Swasthya Bhawan, GN-29, Sector-V, Salt Lake, Kolkata-700091.
- 2) The DHS, West Bengal, Swasthya Bhawan, GN-29, Sector-V, Salt Lake, Kolkata-700091.
- 3) The District Magistrate, Darjeeling (with the request to display on notice board for wide circulation).
- 4) The S.D.O., Siliguri, (with the request to display on notice board for wide circulation).
- 5) The A.E.O., SMP, Siliguri (with the request to display on notice board for wide circulation).
- 6) The C.M.O.H., Darjeeling.
- 7) The BDO, Matigara, Siliguri for display in Notice Board.
- 8) The Post Master, Sushrutanagar for display in Notice Board.
- 9) The Superintendent, North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling
- 10) The Treasury Officer, Siliguri, Siliguri-I Treasury.
- 11) The Accounts Officer, North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling.
- 12) The Asstt. Supdt. (NM), North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling
- 13) The In-charge, I.T Cell, Swasthya Bhawan, Kolkata with a request to publish on the departmental website.
- 14) The Head Clerk, North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling.
- 15) Store, North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling.
- 16) Notice Board, North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling.
- 17) Office Copy.

Principal  
 North Bengal Dental College & Hospital,  
 Sushrutanagar, Darjeeling.  
 NBDC&H  
 SUSHRUTANAGAR, DARJEELING - 734012

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### List of Important Dates

1.	Name of work	Engagement of 08 (eight) nos. Outsourced Unarmed security guards (unskilled) (4 male & 4 female)
2.	Tenure of the Supply	Supply should be made within 07 (seven) days from the issuance of supply order time to time.
3.	Contact Details	0353-2585300 9434462195 e-mail: <a href="mailto:principalnbdch2012@gmail.com">principalnbdch2012@gmail.com</a>
4.	Date of Publishing e-NIT & other documents online	13/09/2024
5.	Online documents download start date	13/09/2024 Bid Document can be downloaded from <a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a> , <a href="http://www.wbhealth.gov.in">www.wbhealth.gov.in</a> & <a href="http://www.nbdch.in">www.nbdch.in</a>
6.	Time and Date of Pre-Bid Meeting/Enquiry	17/09/2024 at the Office of the Principal, at 02.00 PM
7.	Online Bid Submission start date& time	17/09/2024 at 05.00 pm onwards
8.	Online Bid submission closing date & time	02/10/2024 at 12-00 hours (as per server clock)
9.	Online opening date & time of Technical Bid	03/10/2024 (12.30 PM).
10.	Online opening date, time and place of opening Financial Bids	To be declared later
11.	Validity of the Bid	120 (one hundred twenty) days from the last date of bid submission

## SECTION- 1

### NOTICE INVITING E-TENDER

E-tenders are invited on behalf of department of Health & Family welfare, Govt. of West Bengal for the following work: -

1.	Name of work	Engagement of 08 (eight) nos. Outsourced Unarmed security guards (unskilled) (4 male & 4 female)
2.	Location	<b>Ladies &amp; Boys Hostel</b> of North Bengal Dental College & Hospital Sushrutanagar, Dist.- Darjeeling, Pin- 734012
3.	Earnest Money	Rs. 24,000.00 (2% of tender value). Earnest money may be submitted either by Net Banking (any listed bank) through ICICI Bank Payment Gateway or through RTGS/NEFT in favour of the <b>Accounts Officer, North Bengal Dental College &amp; Hospital</b> (e-treasury). Exemption is allowed (proof of exemption to be uploaded). The scanned copy of the earnest money details must be uploaded at the time of submission of bid through e- tender. <b>Corresponding bid stands cancelled if the EMD is not provided except exemption cases.</b>
4.	Availability of Bid Documents	Bid documents will be available w.e.f. 13/09/2024 from the e-procurement portal <a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a> , <a href="http://www.wbhealth.gov.in">www.wbhealth.gov.in</a> & <a href="http://www.nbdch.in">www.nbdch.in</a>
5.	Site Visit	Bidders are advised to visit site & read carefully all the information before submission of bid.
6.	Pre-Bid Meeting / Enquiry:	17/09/2024 at the Office of the Principal, at 02-00 pm.
7.	Online Bid Submission start date & time	17/09/2024 (05.00 P.M onwards)
8.	Online Bid submission closing date & time	02.10.2024 at 12.00 hrs (As per server clock)
9.	Procedure for submission of bid	Bidders are requested to submit their tenders through e-procurement portal <a href="http://www.wbtenders.gov.in">www.wbtenders.gov.in</a> . If required, the bidders may be requested to submit the hard/ original copy of the technical bid at the time of verification of the documents. Tender document also be available from <a href="http://www.wbhealth.gov.in">www.wbhealth.gov.in</a> & <a href="http://www.nbdch.in">www.nbdch.in</a>
10.	Date, time and venue of opening of Technical Bid03	03.10.2024 (12.30 PM onwards) at the office of the Principal.
11.	Online opening date, time and place of opening Financial Bids	Date and time of opening of Financial Bids will be intimated later to the technically qualified bidder(s).
12.	Validity of the bid	120 (one hundred twenty) days from the date of submission of e-tender.
13.	Taxation	Taxes on any items and/or finished work like works, contract tax, etc. in respect of this contract whether in vogue or may be imposed in future shall be payable by the contractor (supplier) and this office will not entertain any claim whatsoever in this respect. However any benefit due to reduction of taxes etc. shall be passed on to this Office.

**NOTE:** Other details can be seen in the bidding document. This office reserves to itself the right to reject any or all the tenders received without assigning any reason thereof.



## **SECTION II**

### **PREAMBLE: Definitions and Abbreviations**

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

"Health Facility/Unit" means the organization purchasing goods and /or services as incorporated in the Tender Enquiry document. The purchasing organization is **North Bengal Dental College &Hospital**, is represented through its **Principal**.

- i) "Bid" means Proposal/ Quotation received from a Firm / Bidder against the tender.
- ii) "Bidder" means the Individual or Firm submitting Bids/ Quotations.
- iii) "Contractor/agency" means the individual or the firm supplying the goods and/ or services as incorporated in the contract.
- iv) "Security services" means, a systemic approach to managing an organisation's security needs as per specifications, terms and conditions stipulated under the contract, the organisation in this case refers to Medical Colleges and Hospitals/ Decentralized Hospital /District Hospital/ Sub Divisional Hospital/ State General Hospital, as the case may be.
- v) "Goods" means the articles, material, commodities, consumables etc. which the Contractor/agency is required to supply to the Health Facility/Unit under the contract.
- vi) "Services" means the scope of work, together with services allied and incidental to the rendering of security services, supervision, managerial and administrative services, provision of technical assistance, training, maintenance service, insurance and other such obligations of the Contractor/agency covered under the contract.
- vii) "Earnest Money Deposit" (EMD) means Bid Security/ monetary amount or financial guarantee to be furnished by a bidder along with its bid.
- viii) "Contract" means the written agreement entered into between the Health Facility/Unit / consignee and the contractor/agency, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix) "Performance Security/ Performance Guarantee" 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.
- x) "Specification" means the document/ standard that prescribes the requirement with which goods and/ or service has to conform.
- xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the goods and / or service and comparing the same with the specified requirement to determine conformity.
- xii) "Day" means calendar day.
- xiii) "Bill of Quantity" is the name for price schedule in e-tender software.
- xiv) "Health Facility" means the Dental college and 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-tenders should be quoted and uploaded online on the e-tender website.
- xi. "MSVP" means the Medical Superintendent Cum Vice Principal of the Department of Health and Family Welfare, Government of West Bengal

### **SECTION III:-**

#### **REQUIREMENTS**

##### **1. Scope of Work:**

The present tender is being invited for Security Services under which the contractor/agency shall provide uniformed and trained personnel and will use its best endeavors to provide security of students living in Hostels (Boys & Girls), hostel campus, equipments, materials of Both Hostels of North Bengal Dental College & Hospital, monitoring and surveillance of the premises.

##### **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:**

The contractor/agency shall only be provided with a suitable space near the gates for operating the Hostel's Security services within the premises of the Hostel Campus. It shall not



be entitled to any other 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 Security services absolutely and exclusively to the Hostels, as per instructions issued by the competent authority. He shall not use the site/ premises, utilities, 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.

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

- As per the requirements of **North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling**, the authority will determine the area of the hostel 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 hostels (Boys & Girls), entire hostel premises and any such areas as specified by **the Principal, North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling**. The work order to the successful bidder will be based on this assigned area. **The number of Unarmed security guards as approved by the Health Services/Medical Service Branch of the Department will only be engaged through outsourcing. No additional workmen shall be engaged under any designation and category.**
- Prior to bidding for the tender, the intending bidders are advised to contact the College authority to get the details of the areas to be tendered out for providing the security and support services. The intending bidder should have the knowledge of the different sites and locations and the timings of this organisation to provide services. He should quote his rates based on this. Failure to gather proper knowledge of the ground realities and quoting abnormally low rates will not be an excuse for poor/deficient services on a later date.
- All references to hospital 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 Hostel Superintendent/Asst Superintendent. **Log Book of such services is to be maintained by the concerned staff duly countersigned by the Authorised person of the Agency and respective hostel superintendent / Asstt. Superintendent.**

### **1) Security Services at Entry Points of Hostel Buildings (Boys & Girls)**

- a) All the entry points are to be manned during the hours as directed by Principal, **North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling**. The Main

Entry points to the Hostels are to be manned round the clock

- b) 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 Principal, **North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling**. At specific points the security guards may be required to maintain a register of visitors.

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

- i) Fire safety devices are functional
- ii) All light sources in the exterior of the hostel are functional and inform the hostel superintendent in case they are non-functional.
- iii) All signage are clean and readable

3) All main gate of the hostel are opened & cleaned and closed on time.

4) Maintenance of Hostel Campus Gate.

**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) **Unauthorised bikes/cars should not be allowed to be parked within the hostel premises,**
- d) **Unauthorised persons, vagrants and vendors/hawkers, unauthorised shops, unauthorised markets, unauthorised 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 unauthorised persons do not pickup any materials or waste from the hostel 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) Prevention of sound pollution- playing of loud speakers, blowing of horns, bursting of crackers within the hostel premises,
- k) **Prevention of sale and use of intoxicants within the hostel premises,**
- l) 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.
- m) To inform the local PS about any emergency situation.



## **5) Miscellaneous Services**

- a) Active participating in Fire and Disaster Management drill twice yearly and participating in fire fighting and disaster management during incidences
- b) Maintenance of close liaison with the police authorities and sharing information with them

6) **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 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 him or the performance security deposited by him.

## **7) Staff to be deployed by contractor/agency at health facility**

- 1) 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 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.

## **2) The personnel engaged should have following eligibility criteria :**

- Minimum age of the personnel should be 20 years (as on 1<sup>st</sup> January 2024)
  - Should have passed Class VIII.
  - Preference to be given who has done well in sports, NCC cadets, civil defence volunteers etc.
  - Should be physically and mentally fit.
- 3) The contractor/agency shall submit Licence under Contract Labour (Regulation and Abolition) Act to the in-charge of health facility at the earliest or maximum within one month of commencement of his service, if it employs minimum 20 persons in its firm. If the contractor fails to submit the same within the stipulated period, the contract agreement will become invalid.
  - 4) The contractor/agency shall employ adult labour 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.
  - 5) The antecedents of security staff deployed shall be got verified by the contractor/agency from local police authority and an undertaking in this regard in the form of an affidavit has to be submitted to the department and department shall ensure that the contractor/agency



complies with the provisions.

- 6) The staff deployed by the contractor/agency must wear proper Photo ID Cards during their duty hours, duly issued with approval of competent authority of health facility. They should wear clean uniforms during their duty hours. **The colour and design of such uniform shall be approved by competent authority of 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.**
- 7) The contractor/agency shall maintain a pool of standby staff, so that he can substitute an absentee staff with a reliever of equal status. If the hospital Security services in a health facility suffer due to absenteeism of any required worker on any occasion, Liquidated Damages as per GCC clause 9 shall be imposed.
- 8) 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. Any penal act, in this regard has to be complied by the agency and the Govt. will not be hold responsibility for non-performance of the same.
- 9) 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), EPF etc. with regard to the Security personnel engaged by him for works. 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.
- 10) The contractor/agency shall pay to the staff deployed by it for hospital Security services supply 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 with the contractor/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, **North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling** authority is entitled to recover the equal amount from any money due or accrue to the Contractor/agency under this agreement or any other contract with RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for the Hospital/Medical College.
- 11) 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 from the deployed persons to the effect that the deployed persons are the employees of the contractor/agency. **The contractor / agency shall submit the said undertaking in the form of an affidavit 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 and the paid amount shall be deducted from the bill of the agency.
- 12) 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 boarders.
  - 13) 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.
  - 14) 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.
  - 15) 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.
  - 16) 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/ 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/ College, regarding payment of wages as per rules and laws in force.
  - 17) All liabilities arising out of accident or death while on duty shall be borne by the contractor/agency.
  - 18) Adequate supervision will be provided to ensure correct performance of the said security 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.
  - 19) All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Hospital/ College.
  - 20) The security staff shall not accept any gratitude or reward in any shape.



- 21) 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.
- 22) Under the terms of their employment agreement with the Contractor/agency the 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.
- 23) The contractor/agency shall do and perform all such 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/ College may issue from time to time and which have been mutually agreed upon between the two parties.
- 24) The Hospital/ 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/College.
- 25) The payment would be made electronically only in the bank account of the workers, at the end of every month. Payment will not be delayed beyond 7<sup>th</sup> day of the month. Payment will be made upon the working statement approved by the hospital authority. The working statement will be 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.
- 26) (a) In case any of contractor/agency 's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Hospital/Medical College and the same shall be deducted from the contractor/agency 's bills.
  - (b) None of the workers deployed on duty shall be permitted to leave his working area without hand over. In case any of contractor/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 in point 26 (a) shall be levied.
  - (c) In case any public complaint is received attributable to misconduct/ misbehaviour of contractor/agency's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor/agency's bill. Further, after enquiry, if found guilty, the concerned contractor/agency's personnel shall be removed from the Hospital/ College system immediately.



## SECTION-IV: CONSIGNEE LIST

(When the Principal NBDC&H Invites the Tender), Principal, NBDC&H Darjeeling

## SECTION V: SPECIFICATIONS

### A-Eligibility Criteria for Participating in the Tender

All the criteria are essential and must be met for being successful in the technical bid.

1. The bidder should be competent enough to deal with the business of providing **08 (eight) nos. outsourced unarmed security guards (unskilled) (4 male & 4 female)** in the hostels for which the bid is being made and should have adequate financial capability and man-power (skilled/semi-skilled/unskilled) required for managing the business.
2. The bidder must have the requisite trade and other licenses to do the business of providing security service in the hostels for which the bid is being made.
3. The bidder should be registered with the appropriate authorities (for example-Tax (PAN/ TAN, EPF & ESIC Authorities, CEC for Service Tax, if any, GST Authorities etc), as may be required, for providing the services and material to be used for managing the work and up to date returns should be given to all the relevant statutory authorities for the previous three years.
4. The bidder or the Principals of the firm must not have been blacklisted by any hospital or any Government authority.
5. The bidder must not have been convicted in any criminal case or have any pending proceeding in any vigilance commission or any criminal case pending against it or its proprietors or principal employees in any court.
6. The bidder must have at least 3 years of experience within the financial year of 2021-22, 2022-23 & 2023-24 in the field of providing security service to institutions/hospitals, including private institutions.
7. The bidder should have a cash reserve equivalent to 4 months of security service bills for which the bid is being made.
8. The bidder should be a profit-making organization, for the previous three financial years – 2021-22, 2022-23 & 2023-24 (A statement certified by Chartered Accountant is required).

### B- General Terms and Conditions

1. The tenderer submitting tender would be deemed to have considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. The tenderer should read the General & Special Terms and Conditions and give their acceptance to that effect.
3. The bid documents are not transferable.
4. The bidder must satisfy all the conditions as required under the eligibility criteria.
5. The successor / heirs in office will be responsible for the liabilities created by the bidder in respect to the workmen, services etc. offered by bidder.
6. The bidder will be solely responsible for the activities if found fraudulent for cheating or swindling the money by way of advance payment or breach of terms and conditions.
7. The bidder will be responsible for abiding by the National laws including rules relating to workmen, services etc. offered by the bidder.
8. The offers should be submitted within the scheduled time limits and delay, if any, occurred in submission on account of any reason, whatsoever, shall not be condoned and such delayed offers received late shall be rejected.
9. The bidder or any one authorized representative will be entitled to participate in the tender opening process to take note of the proceedings of disclosure. Prior written application is to be made to the Chairman of the Tender Selection Committee and a written permission for entry of only ONE person is to be taken. No mobile phone or any communication device is to be brought to the tender opening venue. The bid of any bidder or his representative found to use mobile phone during the tender opening process will be immediately cancelled and the bidder or his representative will be ejected from the venue immediately, without any further reference.
10. Failure to fulfill any of the conditions given above shall render the tender for rejection.



#### **11. The Earnest Money may be forfeited –**

- a) If the Bidder withdraws the Bid during the period of Bid validity.
- b) In case of a successful Bidder, if the Bidder fails within the specified time limit to Sign the agreement.
- c) During scrutiny, if it comes to notice to the tender inviting authority that the credential or any other papers found incorrect/manufactured/fabricated.

#### **12. Refund of earnest money.**

Refund of Earnest Money deposited by the Unsuccessful bidders for e-tendering process as per G.O no 148-W(C)/ 1M-23 / 15 dated 16.03.2018.

#### **13. Security Deposit**

- a. 8% of the total value of order, initially for 1 year shall be deposited by the successful bidder as security deposit in form of Bank guarantee or as to be instructed with letter of acceptance, within 10 (Ten) working day of issuance of acceptance letter.
- b. The security deposit will be refunded on the end of the contract period and its extensions there of provided the work done by the successful bidder has been satisfactory and no complaints are pending. It may be retained up to 90 days.
- c. No interest will be offered on the security deposit.
- d. The security deposit will be forfeited
  - i. on the unsatisfactory performance of the successful bidder.
  - ii. if the contracted work in part or whole has been sub contracted, outsourced, sublet to any other person, organization or entity who/which is not under the direct employment/control of the successful bidder.
  - iii. in case of failure to providing security services within the designated time the Superintendent of the affected Hospital shall make alternate arrangement by engaging other contractor/persons at the cost of the successful bidder, and apart from that the successful bidder shall also pay damages which the Superintendent was made to pay to any person who suffer the damages due to such disrupted services. This shall be deducted from the security deposit.
  - iv. In case the premises of the hospital and other areas are not vacated in proper condition (as was taken at the start of the contract period) at the end of the contract period.
  - v. In case all workmen employed are not offered employment elsewhere and provision of no liability on this account is not offered to subsequent successful tenderer.
  - vi. If it is discovered on a later date that fraudulent means have been employed to bid successfully for the tender. This includes supplying false documents/certificates, supplying false information, willfully suppressing facts, manipulating the tender process by forming cartels, preventing fair competition by restricting participation by others, causing disturbances during the tender opening process and benami.

### **SECTION VI: GENERAL INSTRUCTION TO BIDDERS**

#### **1. INTRODUCTION**

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 TE documents. Failure to provide and/or comply with the required information etc. Incorporated in these TE documents may result in rejection of his bid.

#### **2. Corrupt or Fraudulent Practices.**

It is required by all concerned namely the consignee/Bidder/contractors etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the purchaser:

(a) Defines, for the purposes of this provision, the terms set forth below as follows;

- 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 purchaser, and includes collusive practice among Bidders (prior to a or after Bid submission) designed to establish Bid price at artificial non-



competitive levels and to deprive the purchaser of the benefits of free and open competition;

- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm 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 firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

### **3. Availability of Funds**

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

### **4. Consignee as Executor of contract**

Principal, NBDCH will declare the result of evaluation of bids for this tender and issue notification (s) of award(s) of contract to successful bidder(s). The consequent contract(s) with the bidder(s) shall be signed and executed henceforth by the consignee(s).

### **5. Eligible Goods and/or services**

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 relation. The term "origin" used in this clause means the place where the goods are grown, produced mined or manufactured or from where the service are arranged and supplied.

### **6. Eligible and Qualified Bidders**

The Bidders should have supplied in at least 3 (three) years within last 5 (Five) years (2021-22, 2022-23 & 2023-24) at least 100% of the quote quantity of the similar goods and/or services meeting major specification parameters, which has/is functioning satisfactory, preferable, in a Government or corporate DCH/ hospital or authorized private concern in similar nature.

### **7. Bidding, contracting and Billing Expenses**

The Bidder shall bear all cost and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and for subsequent processing the same.

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

### **8. Assignment**

The Contractor shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the purchaser's prior written permission.

### **9. Clarification of TE documents**

A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with Tender Inviting Authority in the pre- bid meeting.

The bidder may also take up the same in writing. The TIA will respond in writing to such request.

## **PREPARATION OF BIDS FOR E-TENDER**

### **10. Documents comprising the e- Tender: Instructions to bidders for electronic submission of bid:**

**Registration of Bidder:** A bidder willing to take part in the process of e- Tender will have to be enrolled & registered with the Government e-Procurement system, by logging on to <https://wbtenders.gov.in>. The bidder is to click on the link for e-Tender site as given on the web portal.

### **Digital signature Certificate (DSC)**

Each bidder is required to obtain a class-II or class-III Digital signature Certificate (DSC) on payment of requisite amount. Details are available at the web site <https://wbtenders.gov.in>. DSC is given as a USB e-Token.

The bidder can search and download Notice Inviting tender (NIT) & Tender Document(s) electronically from computer once he logs on to the website <https://wbtenders.gov.in> using the Digital signature Certificate. This is the mode of collection of Tender Documents.



### Submission of Bids

Bids are to be submitted online to the website <https://wbttenders.gov.in>. In two folders before the prescribed date and time using Digital Signature Certificate (DSC). The documents to be upload 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 and Non-statutory cover.
2. Financial proposal: containing Bill of Quantities

#### Technical proposal: statutory cover.

Statutory cover shall contain the following documents.

##### **a. Tender Documents:**

- i. Application to participate in tender as per section VIII: tender Application Form(signature and stamp must)
- ii. Notice Inviting Tender: Section 1 to XIII(signature and stamp in all pages)

#### Technical proposal: Non-Statutory cover.

Click the check boxes beside the necessary documents in my documents list and then click the tap "submit Non-Statutory documents" to send the selected documents to Non-Statutory folder.

Next click the tap "click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents using: (a) multiple scan (b) Original Scan Copy (c) scan resolution should be within 250.

Non-Statutory cover will contain following documents (please also refer GIB clause 12 for elucidation)

Sl. No.	Category Name	Description	Detail(s)
A	Certificate (s)	Certificate (s)	<ol style="list-style-type: none"><li>i. Income Tax PAN with last 03 years' IT Return Assessment Year (2021-22, 2022-23 &amp; 2023-24)</li><li>ii. P. Tax Registration.</li><li>iii. GST Registration.</li><li>iv. ESIC Code Number Allotment Letter.</li><li>v. EPFO Code Number Allotment Letter.</li><li>vi. Valid Labour license on the date of floating tender under Contract Labour(Registration &amp; Abolition) Act.</li></ol>
B	Company Detail(s)	Company Detail(s)	<ol style="list-style-type: none"><li>i. Certificate of Incorporation, where applicable.</li><li>ii. Trade License.</li><li>iii. Power of Attorney, If required.</li><li>iv. Bidder's Email ID and Mobile Number.</li></ol>
C	Credential	Credential-1, Credential-2 and so on.	Performance Statement as per Section IX along with documentary evidence
D	Documents	Documents	<ol style="list-style-type: none"><li>i. Audited Balance sheet and profit &amp; Loss A/C for the year Financial Year 2021-22, 2022-23 &amp; 2023-24.</li><li>ii. Name, address of banker, account number.</li><li>iii. Bank solvency certificate as per GIB 12 to be issued from the date of floating tender to bid submission end date and time and to be addressed to our office by the bank.</li><li>iv. The bidder should provide an undertaking that the proprietor/ promoter/ director of the firm, its employee, partner or representative are not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc. Also, the firm does not employ a person who has been dismissed or removed on account of corruption. The Bidder shall also disclose all instances of its past performance during last 3 (three) years, when any adverse action against it may have been taken by any government/ PSU/ Local Body etc.</li><li>v. Bidder's undertaking to provide security service Equipment as required from time to time as specified.</li><li>vi. Latest return of GST.</li><li>vii. Renewal of Licenses wherever applicable</li></ol>

#### Financial Proposal : Bill of Quantities

The financial proposal (cover) or price quoted should be uploaded online through the Bid of Quantities (BOQs). The bidder shall quote the price online in the space marked for quoting price in the BOQ. Only downloaded copies of the BOQs are to be uploaded, virus scanned & digitally signed by the bidder. Please refer section x : 'Price schedule/ Bid Quantity' for directions on quoting price online.



11. Earnest Money Deposit (EMD). Already specified.

12. Additional Information on Technical Proposal/Bid

The documents prescribed to be uploaded online for Technical Proposal by the Bidder shall be in the following manner:

Tender Application Form as per section VIII without indicating any price at this stage may lead to summarily rejection of bid.

Power of attorney in favour of signatory of TE documents.

Bidder's undertaking:

The bidder should provide an undertaking that the proprietor/promoter/director of the firm, its employee, partner or representative are not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc. Also, the firm does not employ a government servant who has been dismissed or removed on account of corruption.

The Bidder shall disclose all instances of its past performance during last 3 (three) years, when any adverse action against it may have been taken by nay government/PSU/Local body etc.

Bank solvency certificate of the bidder shall be for any date after floating tender to last date and time of submission of bids and shall be addressed to our office by the concerned Bank. The bank solvency certificate must be for an amount of Rs. 5 lakh

ESIC code Number Allotment is mandatory for contractors employing more than 10 persons.

EPFO Registration is compulsory for contractors employing 20 or more persons.

Registration required under contractor Labour (Registration and Abolition) Act for contractors employing 20 or more persons.

13. Preparation of Bid Documents

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

All the documents of the bid shall be duly signed/digitally signed at the appropriate places as indicated in the TE documents and all other pages of the bid including printed literature, if any shall be initialed by the same person(s) signing the bid. The bid 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.

It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any, wherever necessary and applicable, the bidder shall enclose certified copy as documentary evidence to substantiate the corresponding statement. 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.

Bid sent by paper/fax/telex/cable/email etc. Shall be ignored

14. Tender Prices

The bidder shall quote a 'Management Fee' for providing goods and/ or services, as applicable in the tender. The Management Fee shall be quote as a percentage of the total statutory Monthly Emoluments payable to the total number of workers deployed for Security Guard in the DCH/hospital. Pro-forma of Monthly bill to be submitted by the bidder. Service Tax if 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 % as management fee.

The bidder shall bear all charges for providing 2 (two) sets of uniform per year, I-Cards to all worker. To those required. The quality and colour code of such items of attire shall be as approval of DCH/hospital.

The bidder shall bear all charges for providing Machine, equipment, tools and tackles;

The bidder shall pay the staff deployed by it for security services in the DCH/hospital, at least the minimum wages as fixed by the state government, bonus dues, entitlements etc. As per



the relevant statutes in vogue and revised from time to time. These Statutory charges claimed by the bidder shall be reimbursed by the purchaser on basis of submission of documentary evidence of actual payment made by the bidder to its Security Guards deployed at the DCH/ hospital.

The bidder shall quote the prices online through the Bill of Quantities (BOQs) in the space marked for quoting price against each item in the BOQ. Downloaded copies of the BOQs are to be uploaded virus scanned and digitally signed by the bidder. Please also refer section x : 'Price schedule/Bill of Quantity' directions prices online.

15. **Firm Price**

The price quote by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. The purchaser, if applicable, shall pay for service Tax, from time to time. Minimum wages, bonus, entitlement, dues etc. as per the relevant statutes in vogue shall be paid for the purchaser as revised from time to time.

16. **Alternative Bids**

Alternative Bids are not permitted.

17. **Bid validity**

The Bids shall valid acceptance for a period of 120 days (one hundred and twenty days) after the date of technical opening prescribed in the document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their bids up to a specified period. Such requested (s) and responses there to shall be conveyed by surface mail or by fax/ telex/cable/ email followed by surface mail. The bidders, who agree to extend the bid validity, are to the same without any change or modification of their original bid and they are also to extend the validity period of the EMD according. A bidder, however, may not agree to extend its bid validity without forfeiting its EMD.

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.

18. **OPENING OF TENDER**

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

Authorized representatives of the bidders may attend the tender opening.

Tender system as mentioned in clause 10 above will be as follows. The EMD shall be evaluated first. Then the online Technical bids of EMD-qualified bidders shall be opened and evaluated with reference to parameters prescribed in the TE document. After this, the online price Bids of only the technically qualified bidders shall be opened for further evaluation.

**Opening of technical proposal:** Technical proposal will be opened by members of the Purchase & Tender Evaluation committee electronically from website using their digital signature certificate (DSC).

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.

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

## **SCRUTINY AND EVALUATION OF BIDS**

19. **Basic principle**

Bids will be evaluated on the basis of the terms & conditions already incorporated in the TE 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.

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.

Prior to the detailed evaluation of price bids, pursuant to GIB clause 20, the purchaser will determine the substantial responsiveness of each bid to the TE document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the TE Document without material deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Claus). Terms and mode of payment (GCC Clause), Force Majeure (GCC Clause) and Applicable law (GCC Clause) will be deemed to be a material deviation. 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.

If A Bid is not substantially responsive, the purchaser will reject it.

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 tender document.

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

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

20. Discrepancies in Price.

If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail, and the total price corrected accordingly.

If there is an error in a total price, which has been worked out through addition and/ or subtraction of subtotal, the subtotal prevails and the total corrected.

21. Schedule—wise Evaluation

In case the List of requirements contains more than one schedule/ item, the responsive bids will be evaluated and compared separately for each schedule. The bid for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the bid.

22. Comparison of Bids

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

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 evaluate responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily.

The above-mentioned determination will inter-alia, take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE 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 by authorized representative(s) of purchaser.



## **AWARD OF CONTRACT**

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

The purchaser reserves the right to accept in part or in full any bid rejects 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**

Subject to GIB clause above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser. The list of successful bidder(s) shall be uploaded online.

**26. Variation of Quantities at the Time of Award, currency of contract**

At the time awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and/or services mentioned in the relevant section(s) in tender (rounded off to next whole number) without any change in the unit price and other terms and conditions quoted by the bidder.

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.

The purchaser reserves the right to extend the 01 (one) year contract for further period on same terms and conditions at the end of contract period.

**27. Notification of Award**

Before expiry of the tender validity period, the purchaser will notify the list of successful bidder(s) online. In addition, each successful bidder shall be notified in writing, by registered/speed post or by fax/telex/cable/email (to be confirmed by registered/ speed post) that its bid for goods and/ or services, which have been selected by the purchaser, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods and/ or services and corresponding price accepted. The successful bidder must furnish to the purchaser the required performance security within ten(10) working 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 Section VII (GCC Clause).

The Notification of Award shall constitute the conclusion of the contract and the contract period shall commence from this date of notification.

The successful Bidder shall also physically submit original documents/ duly attested photocopies of all documents uploaded by him online at time of bidding.

**28. Issue of contract**

The successful bidder will sign the contract form as per section XI with the purchaser as to be asked for. The Purchaser reserves the right to issue the Notification of Award consignee wise.

**29. Non-receipt Performance Security and contract by the Purchaser**

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

**30. Publication of Tender Result**

The name and address of the successful bidder(s) receiving the contract(s) will be published in the website <https://wbtenders.gov.in>.

## **SECTION VII : GENERAL CONDITIONS OF CONTRACT**

**1. Use of contract documents and information**

The contractor 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 in the performance of the



contract emanating from this TE document. Further, any such disclosure to any employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

Further, the contractor shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 1.1 above except for the sole purpose of performing this contract.

Except the contract issued to the contractor, each and every document mentioned in GCC 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's performance and obligations under this contract.

## **2. Patent Right**

The Contractor shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods and/ or service to be provided by the contractor under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademark etc. being made against the purchaser, the purchaser shall notify the contractor of the same and the contractor shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

## **3. Performance Security**

Within 10 (ten) working days from the date of issue of letter of acceptance by the Purchaser, the Contractor shall furnish performance security (at the forms/means as to be informed with L.O.A) to the Purchaser for an amount, 8(eight) % of total tender value (one year). The Performance Security may be retained up to ninety (90) days after the date of completion of all contractual obligations by the Contractor.

The Performance security shall be deposited in Indian Rupees to the state government through TR Challan under head of account 8443-00-103-Earnest Money-01-07-Deposit, or other means as to be instructed with Letter of Acceptance.

In the event of any failure /default of the Contractor with or without any quantifiable loss to this College & Hospital, the amount of the performance security is liable to be forfeited. This institute / Administrative Department may do the needful to cover any failure/default of the Contractor with or without any quantifiable loss to the College & Hospital concerned.

In the event of any amendment issued to the contract, the Contractor 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.

Subject to GCC above, the Purchaser will release the Performance Security without any interest to the Contractor on completion of the Contractor's all contractual obligations.

## **4. Security Guards to be deployed by Bidder at hostels**

The contractor shall employ adult labour only. Employment of child labour render the contractor liable to termination of the contract under GCC: Termination for Default. The contractor shall engage only such worker, whose antecedents have been thoroughly verified, including character and police verification and other formalities.

The contractor at all time should indemnify the DCH/ hospital against all claims, damages or compensation under the provisions of payments of wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1961 or any other law relating thereof and rules made hereunder from time to time. The purchaser / consignee shall not own any responsibility in this regard.

The contractor shall pay the staff deployed by it for security guards in the Hostels (Ladies & Boys), at least the minimum wages as fixed by the state Government, bonus as per payment of Bonus Act, any other dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time.

The Security Guards deployed through contractor at the DCH/ hospital shall not claim any benefit, compensation, absorption or regularization of their service in the establishment of the..... DCH/..... Teaching Hospital/ Principal, NBDC&H, / .....Decentralised Hospital / Consignee..... Hospital / Administrative Department either under the provision of Industrial Disputes Act, 1947 or contract Labour (Registration & Abolition) Act, 1970 or



any other law in vogue and revised from time to time. The contractor shall obtain undertaking from the deployed persons to the effect that the deployed persons are the employees of the contractor. The contractor shall submit the said undertaking to the DCH/ hospital. In the event of any litigation on the status of the deployed staff, ..... DCH/ .....Teaching Hospital/ Principal, NBDC&H, / .....Decentralised Hospital/ Consignee ..... Hospital / Administrative Department shall not be necessary party. However, in any event, either by the deployed persons or on order of a Court of Law, if the ..... DCH/ ..... Teaching Hospital/ Principal, NBDC&H, / .....Decentralised Hospital/ Consignee ..... Hospital / Administrative Department is / are made necessary parties in dispute to adjudicate the matter, the contractor shall reimburse the expenditure borne by the ..... DCH/ ..... Teaching .....Hospital/ Principal, NBDC&H, / .....Decentralised Hospital / Consignee .....Hospital / Administrative Department for such.

The contractor shall be fully responsible for the conduct of his staff.

The Security Guards should not divulge or disclose 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, descriptive, immoral act in the DCH/ hospital.

The staff should be sensitive in dealing with patients and persons accompanying patient and also the public at large visiting the DCH/ hospital.

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

Any loss/ /damage etc. to the property, persons (including to patient-parties) of the DCH/ Hospital due to negligence / any action on part of contractor or his staff, established after an enquiry by authorized representatives (s) of the DCH/ hospital/ any higher authority of the government; shall be recovered from the contractor through appropriate method without prejudice to any other or rights and remedied available to the DCH/ hospital under the contract.

Any misconduct/ misbehavior by any Security Guards deployed by the contractor shall be promptly dealt with by the contractor. If competent authority of the DCH/ hospital so desires, such staff shall be immediately replaced by the contractor at his own risk, cost and responsibilities, with written intimation to the competent authority about such move.

The contractor shall maintain adequate number of manpower as per section III: Requirements. He shall maintain a pool of standby Security Guards, so that he can substitute an absentee staff with a reliever of equal status.

Training on behavioral aspects and ethics to the Security Guards deployed at the DCH/ hospital should be conducted regularly by the contractor Training report for the same shall be submitted by the contractor to the DCH/ hospital half-yearly.

Appropriate measure for the health and safety of the Security Guards deployed at the DCH/ hospital should be undertaken by the contractor regularly. A report regarding the same shall be submitted by the contractor half yearly.

The Attendance-sheet in respect of the Security Guards deployed at DCH/ hospital, shall be authenticated daily by a designated supervisory staff of contractor and countersigned by an appropriate authority of DCH/ hospital. The attendance sheet shall be submitted by contractor along with the monthly bill payable to him by DCH/ hospital.

#### 5. Suggestion Book:

The contractor shall meet the competent authority of DCH/hospital at mutually agreed intervals to take feedback on the Security Guards being provided by it and rectify deficiencies accordingly. The Contractor shall maintain a Suggestion book for comments on the services rendered by it and submit an 'Action Taken Report' on it to the competent authority of the DCH/hospital half-yearly.

#### 6. Modification of contract:

If necessary, the purchaser may, by a written order given to the Contractor at any time during the currency of the contract, amend the contract by making alterations and modifications within the general



scope of contract in any one more of the following:

- a. Requirements and Specifications of the goods and/or services.
- b. Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

In the event of any such modification/alteration causing increase or decrease in the cost of goods and/or services to be supplied and provided, or in the time required by the Contractor to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be and the contract amended accordingly. If the Contractor doesn't agree to the adjustment made by the Purchaser, the Contractor shall convey its views to the Purchaser within 15 (fifteen) days from the date of the Contractor's receipt of the Purchaser's amendment/modification of the contract.

#### 7. Terms and Mode of Payment.

(All powers of the purchaser Principal, NBDC&H shall have to be delegated to the consignee hospital for purposes of execution of the contract, i.e. for payment, imposition of liquidated damages, termination etc.)

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

The contractor shall raise bills in Performa as per Section XII: Performa of monthly-bills to be submitted by Bidder for all payments due to him at the end of each month. He shall submit the bills, along with necessary supporting documents in triplicate to the purchaser.

Along with the above bill the Contractor shall certify and submit supporting documents for the following:

- i. The attendance sheet in respect of the Security Guards deployed at DCH/hospital, authenticated daily by a designated supervisor staff of contractor and countersigned by an appropriate authority of DCH/hospital.
- ii. Date on which wages of the workers were credited to their bank account in the preceding month. (The Bank statement showing monthly salary paid through ECS to the security guards deployed at the DCH/hospital in the preceding month shall be submitted for verification).
- iii. The ESI Contribution relating to workers (copies of ESI Cards of workers copy of ESI deposit challan shall be enclosed).
- iv. EPF Contribution relating to workers (copies of EPF Numbers of workers, copy of EPF deposit challan shall be enclosed).
- v. Self-declaration, "We are complying with all statutory Labour laws in vogue and as amended up to date, including the Minimum Wages Act".

For the SECURITY GUARDS, payment shall be made for only those employees, who were on duty during the month. The payment shall be restricted to the salary paid to them by the contractor as per the statutory requirements. No payment shall be made for absentee employees.

Payment shall be made after the 'Work Done Satisfactorily' certificate is issued against the bill by the competent authority of the DCH/hospital.

The contractor shall be absolutely and exclusively responsible for the payment of salary for the Security Guards deployed at the DCH/hospital on or before the 7<sup>th</sup> of each succeeding month to protect the interest of Security Guards and ensure smooth running of SECURITY SERVICE in DCH/hospital, irrespective of whether or not he may be able to raise and submit bills or receive payments from DCH/hospital by that time.

The contractor shall provide the mandate form for ECS payment to its security guards employees.

#### 8. Variation, Delay in the Contractor's performance:

The Contractor shall deliver the goods and perform the services under the contract as per quality, quantity and within the time schedule specified by the Purchaser in the relevant clauses of the contract. Subject to the provision under GCC clause 12 any unexcused variation in quality, quantity, and delay by the Contractor in maintaining its contractual obligations towards delivery of goods and/or performance of services shall render the Contractor liable to any or all of the following sanctions:

- j. Imposition of liquidated damages,
- ii. Forfeiture of its performance security.
- iii. Termination of the contract for default.

If at any time during the currency of the contract, the Contractor encounters conditions hindering timely delivery of the goods and/or performance of services, the Contractor shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for extension of the delivery schedule accordingly. On receiving the Contractor'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 contractual obligations by issuing an amendment to the contract.

#### 9. Liquidated damages:



Subject to GCC clause 12, if the Contractor fails to deliver any or all of the goods and/or fails to perform the service within the time frame(s) and other clauses incorporated in the contract, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price as liquidated damages.

**10. Termination for default:**

The Purchaser, without prejudice to any other to any contractual rights and remedies available to it (the purchaser), may, be written notice of default sent to the Contractor, terminate the contract in whole or in part, if the Contractor fails to deliver any or all of the goods and/or 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.

In the event the Purchaser terminates the contract in whole or part, pursuant to GCC above, the Purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement. Unless otherwise instructed by the Purchaser, the Contractor shall continue to perform the contract to the extent not terminated.

**11. Termination for Insolvency:**

If the Contractor becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the Contractor without any compensation, whatsoever, to the Contractor, 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. Force Majeure:**

Notwithstanding the provision contained in GCC clauses 8, 9 and 10, the Contractor shall not be liable for imposition of any such sanction so long delay and / or failure of the Contractor in fulfilling its obligations under the contract is the result of an event of Force Majeure.

For purpose of the clause, Force Majeure means an event beyond the control of the Contractor and not involving the Contractor'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 and which has caused the non-performance or delay in performance. 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, lookouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the Contractor 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 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.

If the performance in whole or in part or any obligation 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.

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 accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**13. Terminations 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 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 performance under the contract is terminated, any the with effect from which termination will become effective.

**14. Governing Language:**

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

**15. Notice:**

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also 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.

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:**



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

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 may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser and a Contractor relating to any matter arising out of the connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Department of Health and Family Welfare, Government of West Bengal, appointed to be the arbitrator by the Principal Secretary to that Department. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-).

The venue of arbitration shall be the place as to be informed by the purchaser.

**17. Applicable Law and Legal Suits.**

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

All disputes would be decided at the West Bengal jurisdiction.

**18. General / Miscellaneous Clauses:**

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

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

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

Each member/constituent of the Contractor, 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-Contractors under the Contract.

The Contractor 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/its associate/ affiliate etc.

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



# SECTION VIII: TENDER APPLICATION FORM:

To,  
The Principal, North Bengal Dental College & Hospital ..... Teaching  
Hospital.....District, On behalf of..... Hospital.  
Address.....  
Ref.: Your TE document No.....dated..... We, the undersigned have examined the  
above TE document, including amendment/corrigendum number.....dated.....(if  
any), the receipt of which is confirmed.

- 1) We now offer to supply and deliver ... (Description of goods and/or service) 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.
- 2) If our bid is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements and Consignee list.
- 3) We further confirm that, if our bid is accepted, we shall provide you a performance security of required amount in terms of GCC clause 3, for due performance of the contract.
- 4) We agree to keep our bid valid for acceptance as required in the GIB clause 17, or for subsequently extended period, if any, agreed to by us.
- 5) 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.
- 6) 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.
- 7) We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred tender enquiry.
- 8) We confirm that we do not stand deregistered/banned/blacklisted by any government Authorities /Organization/Institution etc.
- 9) Brief of court/legal pending, if any, are following:
- 10) We would authorize and request any Bank, Person, Firm or Corporation to furnish Pertinent information as deemed necessary and/or as requested by the..... DCH/Principal, NBDC&H to verify this statement.
- 11) We confirm that we have cash reserve for at least four(4) months' bill.
- 12) We also confirm that if our bid is accepted, we shall provide security service equipments as to be required from time to time as specified.
- 13) We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/corrigendum if any.

(Signature with Date)

(Name and designation) Duly authorized to sign bid for and on behalf of Bidder:



# SECTION IX : PROFORMA FOR PERFORMANCE STATEMENT (CREDENTIAL)

(For the period of last three years)  
Submit with documentary  
Evidence)

Tender Reference No. : \_\_\_\_\_

Date of Opening : \_\_\_\_\_

Time : \_\_\_\_\_

Name and Address of the Bidder : \_\_\_\_\_

Order placed by (full address of Purchaser)	Order No. and date	Goods and services Ordered For	Period of Contract	No. & type of employees deployed	No. & Types of equipment used	Value of order (Rs.)	Was the Contract performed Satisfactorily (attach document evidence)**
1	2	3	4	5	6	7	8

Signature and Seal of the Bidder

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



# SECTION X: Price Schedule / Bill of Quantity

[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, (excluding Service Tax) for supply of one unit of goods and / or services you intend to bid for in Column number (7) titled as 'Basic Price (in)' of the BOQ. Service Tax, if any, shall be paid by the purchaser. Minimum wages, bonus, entitlement, dues etc. as per relevant statutes in vogue shall be paid for by the purchaser as revised from time to time.]

Sl. No. (Col. 1)	Item description (Col. 2)	Quantity (Col. 4)	Units (Col. 5)	Basic Price (in) (Col. 13)
1	<p>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 Security Guards in the DCH/Hospital. Here 'Statutory Monthly Emoluments' shall mean amount payable as per Schedule of Payment under Section – XII: Performa of Monthly Bill to be submitted by the Bidder. GST 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.</p> <p>[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) worker deployed for security guard service in the Hostel (girls &amp; boys) as Management Fee per month. GST as applicable from time to time shall be paid extra. No additional charges, taxes etc. Will be paid. You may quote up to a maximum of 10 (ten percent) as Management Fee.]</p>	1	no.	[Quote figure]

Total Tender price in Rupees ..... ( a figure will be computed by software by default)

In words..... (a figure will be computed by software by default)

Note : 1. If there is a discrepancy between the unit price and total price, THE UNIT PRICE shall prevail

Upload with digital signature of authorized personnel of Bidder



## SECTION XI : CONTRACT FORM

(Address of the purchaser office issuing the contract)

Contract No. \_\_\_\_\_ dated \_\_\_\_\_

This is in continuation to this office's Notification of Award No. \_\_\_\_\_ dated \_\_\_\_\_

1. Name and address of the Contractor: \_\_\_\_\_
2. Purchaser's TE document No. \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the purchaser
3. Contractor's Bid No. \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No. \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the Contractor and the purchaser in connection with the 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. Notice Inviting Tender.
  - ii. General Instructions to Bidders.
  - iii. General Conditions of Contract.
  - iv. Requirements and EMD.
  - v. Specifications.
  - vi. Consignee List.
  - vii. Tender Application Form furnished by the Contractor.
  - viii. Price Schedules (s) furnished by the Contractor in its bid.
  - ix. Purchaser's Notification Award.

The words and expressions used in this contract shall have the same meaning as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under Section II: PREAMBLE: Definitions and abbreviations of the Purchaser's TE documents shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

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  
 Requirements and EMD  
 Consignee List  
 Variation, Delay in the Contractor's performance  
 Any other additional services (if applicable) and cost thereof:  
 Performance Security  
 Security Guards to be Deployed by Contractor at DCH / Hospital  
 Terms and Mode of Payment  
 Liquidated Damages  
 Termination for Default  
 Termination for insolvency  
 Force Majeure  
 Termination for convenience  
 Notices  
 Resolution of disputes  
 Applicable Law and Legal Suits  
 General / Miscellaneous Clauses  
 Assignment

Signature, name and address of the Purchaser's / Consignee's authorized official) For and on behalf of \_\_\_\_\_

Received and accepted this contract

(Signature, name and address of the Contractor's executive duly authorized to sign on behalf of the Contractor)

For and on behalf of \_\_\_\_\_  
 (Name and address of the Contractor)  
 (Seal of Contractor)



Section XII: Performa of Monthly-bill to be submitted by Bidder

(G.O. no. HF/MA/1661-4R-06/12 dt. 6.9.12 specifies statutory emoluments to workers) The monthly-bills raised by the Bidder shall be addressed to the Head of the DCH/CMOH)

Contract No. ....		Dt. ....		
SL. No. (1)	Schedule of Payment (2)	Unskilled Worker (3) Rs.	Semi-skilled Worker (4) Rs.	Skilled Worker (5) Rs.
	REIMBURSEMENT of Statutory Emoluments Payable to SECURITY GUARDS			
1.	Minimum Monthly Wages rate as per Labour Department, Govt. of West Bengal per Worker			
2.	Monthly EPF Contribution per Worker by Employer @ 12% of wage			
3.	Monthly ESI Contribution per Worker by Employer @ 4.75% of wage			
4.	EDLI Contribution payable per Worker By Employer @ 0.5% of wage			
5.	Administrative Charge under EPF payable per Worker by Employer @ 0.5% of wage			
6.	Bonus @ 8.33% of wage			
7.	GROSS Statutory Monthly Emolument per worker (Rows 1+2+3+4+5+6)			
8.	Number of Workers			
9.	Total Statutory Monthly Emolument Payable to all Worker			
10.	MANAGEMENT FEE, payable to Contractor for providing Security Guardss			
11.	Management Fee (....%)			
12.	Less: Liquidated Damages (Annex a Separate List)			
13.	Net Management Fee			
14.	GST			
15.	Any other TAX if applicable			
16.	Gross Amount payable to Contractor			
17.	Less: Income Tax Deducted at Source on Net Management Fee			
18.	Less: GST deduction			
19.	Net Amount Payable to Contractor (Rupees in Words.....)			
20.	<p>i. The attendance-sheet annexed in respect of the SECURITY GUARDS deployed at DCH/hospital, authenticated daily by a Designated supervisory staff of contractor and countersigned by an appropriate authority of DCH / Hospital.</p> <p>ii. The wages of worker were credited to their bank account on ..... (Date) (The Bank statement showing monthly salary paid through ECS to the housekeeping staff deployed at the DCH / Hospital in the preceding month shall be submitted for Verification)</p> <p>iii. ESI Contribution relating to workers amounting to Rs. .... was deposited on ..... (dated) (copies of ESI Cards of workers, copy of ESI deposit Challan shall be enclosed)</p> <p>iv. EPF Contribution relating to workers amounting to Rs. .... Was deposited on ..... (date) (Copies of EPF Cards of workers, copy of EPF deposit Challan shall be enclosed)</p> <p>v. We are complying with all statutory Labour laws in vogue and as amended up to date, including the Minimum Wages Act.</p> <p>vi. ....</p> <p>vii. ....</p> <p>viii. ....</p>			



# SECTION XIII CHECK-LIST FOR BIDERS

Sl. No.	Checklist
1.	EMD (mandatory)
2.	Tender Application Form (Section VIII) shall be duly filled up and signed and stamped by the agency.
3.	Bids documents to be signed and stamped with date in all pages.
5.	GST registration Certificate with latest return
6.	Income Tax PAN with IT returns for the Assessment Year 2021-22, 2022-23 & 2023-24
7.	Professional Tax registration with latest annual return (23-24)
8.	ESIC Registration Certificate with last month challan
9.	EPFO Registration Certificate with last month challan
10.	Valid Labour License on the date of floating tender under Contract Labour (Regulation & Abolition) Act.
11.	Service Tax registration, if any.
12.	Certificate of Incorporation, where applicable.
13.	Valid Trade License.
14.	Power of Attorney, if required.
15.	Performance Statement (Section – IX) duly notarized
16.	Audited Balance Sheet and Profit & Loss A/C for the Financial Year 2020-21, 2021-22, 2022-23.
17.	Annual Turn Over for the Financial Year 2020-21, 2021-22, 2022-23 with UDIN
18.	Name, Address of banker, account number of the Agency.
19.	Bank Solvency Certificate to be issued from the date of floating tender till last date of submission of bids and to be addressed by the bank to this office amounting to Rs. 05.00 lakhs
20.	Bidder's Undertaking as per GIB clause 12.
21.	Bidder's Undertaking to provide Security equipments as required from time to time as specified.
22.	Price Schedules / Bill of Quantities (BOQ) (Section – X)
23.	CA certified statement towards profit making organization for the Financial Year 2020-21, 2021-22, 2022-23.

N.B. It is the responsibility of bidder to go through the TE document to ensure furnishing of all required documents in addition to the above.

Principal  
North Bengal Dental College & Hospital  
Sushrutanagar, Darjeeling  
PRINCIPAL  
N.B.DENTAL COLLEGE & HOSPITAL,  
SUSHRUTANAGAR, DARJEELING - 734012