



**Bid Documents Including Terms and  
Conditions of e-Tender  
For outsourcing of  
Cleaning and House-keeping services at the  
Office of the Principal,  
North Bengal Dental College and Hospital  
P. O. Sushrutanagar, Darjeeling, 734012.**

**Department of Health and Family Welfare  
Government of West Bengal  
Swasthya Bhawan, GN 29, Sector-V,  
Salt Lake, Kolkata 700 091**

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Section I : NOTICE INVITING TENDER (NIT)

**GOVERNMENT OF WEST BENGAL**  
**Department of Health & Family Welfare**  
**Office of the Principal,**  
**North Bengal Dental College & Hospital**  
**P.O. Sushrutanagar, Dist. Darjeeling**



Memo. No.: 890 /NBDC&H

Email : [principalnbdch2012@gmail.com](mailto:principalnbdch2012@gmail.com)

Date.: 30.08.2024

**NOTICE INVITING ONLINE TENDER (e - Tender)**

Principal, North Bengal Dental College & Hospital, P.O. Sushrutanagar, Dist. Darjeeling, invites Tender (Technical & Financial) from eligible and qualified bidders for Providing Scavenging and House-keeping Services at the Office of the Principal, 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
Providing Scavenging and House-keeping Services	Rs. 75,000/- (Rupees Ninety-Eight Thousand only)	01 (one) year renewable at the end of each year on satisfactory performance.

Bid Uploading	Last date of submission	Technical Bid Opening	Financial Bid Opening
30.08.2024 05.00 PM onwards	17.09.2024 upto 12.00 hours as per server clock	18.09.2024 upto 12.30 PM	To be declared later

Memo No. 890/1(18) /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) The Nodal Officer, Official Website, NBDC&H for web posting.
- 17) Notice Board, North Bengal Dental College & Hospital, Sushrutanagar, Darjeeling.
- 18) Office Copy.

Principal  
North Bengal Dental College & Hospital,  
Sushrutanagar, Darjeeling.  
Date: 30.08.2024

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

**PRINCIPAL**  
N.B.DENTAL COLLEGE & HOSPITAL,  
SUSHRUTANAGAR, DARJEELING - 734012 | Page

### Date and time Schedule of Tender:

1.	Name of work	Providing Scavenging and House-keeping Services
2.	Contact Details	0353-2585300 9434462195 e-mail: <a href="mailto:principalnbdch2012@gmail.com">principalnbdch2012@gmail.com</a>
3.	Date of Publishing e-NIT & other documents online	30/08/2024
4.	Online documents download start date	30/08/2024 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>
5.	Time and Date of Pre-Bid Meeting/Enquiry	02/09/2024 at the Office of the Principal, at 02.00 PM
6.	Online Bid Submission start date& time	02/09/2024 at 05.00 pm onwards
7.	Online Bid submission closing date & time	17/09/2024 at 12-00 hours (as per server clock)
8.	Online opening date & time of Technical Bid	18/09/2024 (12.30 PM).
9.	Online opening date, time and place of opening Financial Bids	To be declared later
10.	Validity of the Bid	120 (one hundred twenty) days from the last date of bid submission



1. The Tender should be addressed to Principal, NBDC&H, Sushrutanagar, Darjeeling. Tender documents will be available at [www.wbhealth.gov.in](http://www.wbhealth.gov.in) , [www.wbtenders.gov.in](http://www.wbtenders.gov.in) and [www.nbdch.in](http://www.nbdch.in) Any subsequent notice regarding this tender shall be uploaded on the website only.
2. In the event of any of the above-mentioned dates being declared as a holiday for NBDC&H the tender will be opened on the next working day at the appointed time.
3. Only qualified technical bid will be considered for opening of financial bid.
4. For detailed query, if any, intending bidders are requested to contact with office on any working day at anytime during office hours.
5. Terms and conditions noted in Bid documents which are not applicable for this tender will be ignored.
6. The selected bidder will also be eligible for work order for any subsequent additional Scavenging personnel sanctioned by state for NBDC&H, Darjeeling in the contract period.

## SECTION II : PREAMBLE : Definition and Abbreviations.

### Definitions:

- "Purchaser" means the organization purchasing goods and/ or services as incorporated in the Tender Enquiry document. The Purchasing organization is the Principle NBDC&H Dangeeling District.
- (i) On behalf of NBDC&H. "Bid" means proposal/ Tender received from a Firm/ Bidder against the tender.
- (ii) "Bidder" means the Individual or Firm submitting Bids/ Tender.
- (iii) "Contractor" means the individual or the firm supplying the goods and/ or services as incorporated in the contract.
- (iv) "Good" means the articles, material, commodities, consumables, stationers, printing items of clothing, raw material, spares, machinery, computer, electronics items etc. Which the Contractor is required to supply to the purchaser under the contract.
- (v) "Service" means the scope of work, together with service allied and incidental to the supply of goods, such as their transportation, packing, installation, commissioning; also, cleaning, sweeping, washing, scavenging, wastes disposal, assisting patients, monitoring and supervision, managerial/ administrative service, provision of technical assistance, training, maintenance service, insurance and other such Obligations of the contractor covered under the contract.
- (vi) "Earnest Money Deposit" (EMD) means Bid Security/ monetary amount or financial guarantee to be furnished by a bidder along with its bid.
- (vii) "Contract" means the written agreement entered into between the purchaser and the contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein
- (viii) "Performance security" means monetary amount or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance security is also known as security Deposit.
- (ix) "Specification" means the document/ standard that prescribes the requirement with which goods and/ or service has to conform.
- (x) "Inspection" means activities such as measuring, examining, testing, gauging one or more specified requirement to determine conformity.
- (xi) "Day" means calendarday.
- (xii) "Bill of Quantity" is the name for price schedule in e-tender software.

### Abbreviations:

- (i) "TE Document" means Tender Enquiry Document.
- (ii) "NIT" means Notice Inviting 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) "GSTIN" means Valid 15-digit Goods and Services Taxpayer Identification Number under GST Act, 2017.
- (viii) "CST" means Central Service Tax.
- (ix) "BMW" means Bio-Medical Waste.
- (x) "DSC" means Digital Signature Certificate.
- (xi) Credential ----- should be three years' experience of similar nature of work at government hospital/Corporate MCH or Hospital or private concern in similar nature.

**SECTION III: REQUIREMENTS**  
Part.1 Table and Requirements



Sl. No	Goods and services	No	EMD (Rs.)
1.	Housekeeping staff in unskilled category, with uniform and I-Card for NBDCH.	26	75,000/-
2.	2 (two) sets of uniforms per year, I-Cards to all workers. Gum boots, hand gloves, safety goggles, masks, safety gears etc. to those required. Quality and colour code of such shall be as approved by competent authority of DCH/ hospital. All charges for these items shall be borne by the bidder.	As required time to time	
3.	Machines, equipment, tools and tackles, small or big, covered trolleys, other items required for the job. All charges for using services of these housekeeping equipment shall be borne by the bidders.	As required time to time	
4.	Administrative, management, incidental services to conduct the job	Required	
5.	Licences required for cleaning & housekeeping services at the site	Required	

Part. 2 Housekeeping consumables like cleaning materials, soap solutions, room fresheners, naphthalene balls, disinfectants, deodorants, dust pans, brushes, brooms, sponge, scrubbers, dusters, wipers, buckets, mops, coloured waste disposal bags etc. shall be provided by the DCH/ hospital.

Part.3 The bidders are requested to make an onsite assessment of the housekeeping job in the DCH /hospital before quoting rates for this tender.

Part. 4 In case of one scavenging staff is absent, replacement has to be provided by the agency in any given day.

**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 sweeping, scavenging and house-keeping services in the hospitals 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 cleaning and house-keeping services in the hospitals 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 cleaning and housekeeping services to institutions/hospitals, including private institutions.

7. The annual working capital / turnover of the bidder should be at least Rs. 50 (Fifty) lakhs per annum considering the financial years 2021-22, 2022-23 & 2023-24.
8. The bidder should have a cash reserve equivalent to 4 months of sweeping, cleaning and house-keeping services bills of the hospitals for which the bid is being made.
9. The bidder should be a profit-making organization, for the previous two 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 of which 2 Lakh may be as Bank guarantee and rest may be as NEFT/RTGS 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 cleaning and house-keeping 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.

### **Terms and conditions of Housekeeping services /Schedule of work and Special Terms and condition**

1. Norms of Services to be provided for the following demarcated areas College and Hospital building premises, gardens and Boy's and Girl's Hostel, library, common room, office rooms including Superintend/ office & buildings, OPD rooms, laboratory, Patient's toilet's, office toilets, staircases, corridors, kitchens, surface drains in the hospital camps etc. Will include:-
  - a) Nature of shift: - 8 am to 4pm (Lunch break for 30 min).
  - b) Every worker will be expected to clean daily in the morning and afternoon (Each shift implies 8(eight) hours of continuous duty with ½ and hour break in between)
  - c) Every worker should clean in the areas demarcated in the scope of work above including of the OPD, IPD, staircase, roof and any staircase and any space identified by the local authority.
  - d) One worker in each shift should be exclusively designated to clean the common toilet area of the OPD,IPD and office building including attached toilets in the demarcated in the scope of work above.
  - e) Campus cleaning should be done once daily in the morning.
  - f) Every worker will be expected to clean a minimum of 1000 sq metres to a maximum of 1500Sq. Metres of floor space daily in each shift (This includes OPD & IPD building-adjoining open space and compound (inside and adjoining drains and surrounding areas) etc). The cleaning standards will be as per paragraph 1.5 below.

#### **Calculation of requirement**

The Medical Administration Branch of the Department for tertiary hospital will specify the number of workers and supervisors and by Hospital Administration branch of the directorate for secondary hospitals based on the calculations given above and under no circumstances should the upper limit be exceeded.

The cleaning and housekeeping services to be provided will include the floor, ceiling, roof of the covered areas, surface and concealed drains, side walls, all furniture and fittings and equipment lying therein, wash basins, toilet fitting etchant any other things related to the cleanliness, hygiene and infection control in this designated area. All workers employed by the contractor will have to abide the hospital waste management plan as applicable to their scope of service.

The intending bidder should have the knowledge of the different sites and locations and the timings his organization will have to provide service in. He should quote his rates based on this. Failure to garner proper knowledge of the ground realities and quoting abnormally low rates will not be an excuse for poor/ deficient services on a later date.

#### **Utilization of sweeping personnel**

##### **In Departments and Outdoors.**

The workers will be placed in the respective departments and outdoor at times during their duty hours and will leave the ward for short periods only after being permitted by the superintendent or assistant superintendent.

##### **Cleaning of Floors**

1. The floors of the entire ward and the adjoining corridors should be swept and wet mopped twice a day at 8:00 a.m. 2:15 p.m.
2. In addition to these stipulated timings, the worker shall also undertake such sweeping/

- cleaning/ mopping operation as and when required or as directed by the Medical Officer on duty/BMOH/ Superintendent/ ward master / Asst. Superintendent/ nursing staff on duty, or such personnel as may be authorized in this regard by the Medical Superintendent cum VP/Superintendent/BMOH/ MOIC at any time of the day and night.
3. The floor areas are to be specially cleaned with hard brushing with detergents on Sundays.
  4. For excessively dirty areas, mechanical cleaners are to be used at least once monthly.



#### **Cleaning of other areas -**

1. The side walls up to 3 feet, glazed tiles, and windows including sills and ledges, window glass, ceilings, roof, drains, signage, doors, ventilators of the defined areas shall also be cleaned daily. Disinfectants are to be used as required.
2. All the furniture, equipment, ceiling, Fans and other fittings lying there shall also be wiped and cleaned twice weekly.
3. Window glass shall be inspected daily and any loose glass will be fixed immediately with putty. If there is breakage of glass due to it becoming loose, the broken glass pane will be replaced by the contractor at his own cost.
4. Dusting of all roof ceilings is to be done at least once in a week.

#### **Cleaning Toilets**

1. The toilets should be thoroughly cleaned at least thrice a day and mopped dry. Cleaning should include the floor, the sidewalls, the ceiling, ventilators and all fittings. The floor should be made non-slippery and all deposits removed. In case of fittings, the water cisterns should be kept operational, the taps should be usable, and deposits should be removed from all ceramic materials.
2. Disinfection is to be done after cleaning.
3. In addition to these stipulated timings, worker shall also undertake such sweeping / cleaning/ mopping operation as and when required or as directed by the medical officer on duty/ ward master/Asst. Superintendent / nursing staff on duty, or such personnel as may be authorized in this regard by the Medical Superintendent cum VP at any time of the day and night.
4. The floor areas are to be specially cleaned with hard brushing with detergent on Sundays.
5. The outlets and drain pipes of the urinals should be kept clog free and fixed in proper place.
6. For excessively dirty areas, mechanical cleaners are to be used at least one monthly.

7. The clogged drainpipes are to be de clogged immediately and drain chambers cleaned thoroughly once a week as part of preventive maintenance.
8. The sink and chamber covers are to be kept airtight.
9. No washing basins, gully trap, water closet commode or any other water outlet should be allowed to be clogged. If clogged, it should be restored.
10. The supervisor of the contractor will maintain close commode or any other water outlet should be allowed



#### **Miscellaneous Duties**

- i. Providing bed pans/ urinals to patients on demand and keeping the bedpans/ urinals clean and fit or use all time.
- ii. Carrying call books from and to doctors, nurses and office.
- iii. Assist the nursing staff in administering enemas.
- iv. Emptying and cleaning of the bedside gumla of the patient.
- v. Carrying patient samples to the diagnostic labs and collecting the report thereof.
- vi. Assisting the Doctors/ Nursing Staff for different patient care services like handling medical cases etc.
- vii. Carrying materials including medicines from the stores.
- viii. Carrying patients to different wards, OT, other department as and when necessary.
- ix. Cleaning up the patient's bed after soiling.
- x. Performa all tasks as provided in the Bio Medical waste management plan and policy of the hospital.
- xi. Other cleaning and Housekeeping jobs as entrusted by the Medical officer/Nursing staff/Administrative office on duty.
- xii. Any other job of similar nature that may be entrusted to them from time to time by the Medical Superintendent cum VP or his authorised representative.

#### **OT/ Labour Room Cleaning.**

1. The workers will be placed in the labour room and the emergency OT for duties round the clock. For other OTs, they will be provided only for the morning and evening shift. They will remain present in the OT/ Labour Room AT all time during their duty hours and will leave the place of duty for short periods only after being permitted by the on-duty nursing personnel.
2. The floors of the entire designated area of emergency OT/Labour Room should be swept thrice a day at 8: a.m., 2: 15 p.m. and 8 p.m. (one every shift). For other OTs, sweeping shall be done in the morning and after the end of the day's work.
3. All fitting, furniture, equipment, OT/Labour tables, ceiling lights are to be cleaned and carbonised at the beginning of OT, in between cases and the end of the day's work.
4. The used OT/Labour room linen are to be washed on the same day prior to handing over to the dhobi/ cleaning agencies.
5. In addition to these stipulated timings, workers shall also undertake such sweeping/ cleaning/ moping operation as and when required or as directed.
6. The floor areas are to be specially cleaned with hard brushing detergents on Sundays.
7. For excessively dirty areas, mechanical cleaners are to be used at least once monthly.
8. As OT/Labour room related work has many components, the instructions of the Medical Superintendent cum VP, OT/ Labour room Sister in charge/ medical officer on duty/ Ward master/Asst. Superintendent is to be done as per schedule.

#### **Fumigation is to be done as per schedule.**

1. All workers employed by the contractor will have to abide by the hospital waste management plan as applicable to their scope of service.
2. To Performa any other cleaning works as directed by the hospital by the medical superintendent cum VPs or his authorized person.

#### **Cleaning of non- bedded covered areas.**

(This include office, diagnostic labs, blood banks, IPDs, OPDs, Emergency, Campus etc)

The workers will be placed in the non-bedded areas for duties only during the morning shift. They will remain present in the place of work at all times during their duty hours and will leave the place of duty for short periods only after being permitted by the on duty personnel.

### **Cleaning of floors.**

1. The floors of the entire and the adjoining corridors, staircases, landings should be swept and wet mopped once during a shift.
2. In addition to these stipulated timings, the worker shall also undertake such sweeping/ cleaning/ mopping operation as and when required or as directed by the medical officer on duty/ ward master/Asst. Superintendent/ nursing staff on duty, or such personnel as may be authorized in this regard by the medical Superintendent cum VP at any time of the day and night.
3. The floor areas are to be specially cleaned with hard brushing with detergents on Sundays.
4. For excessively dirty areas, mechanical cleaners are to be used and least once monthly.

### **Cleaning of other areas.**

1. The walls up to 3 feet, glazed tiles, and windows including sills and ledges, window glass, ceilings, roof, banisters, signage, railings, gates, doors, drains, ventilators of the defined areas shall also be cleaned daily. Disinfectants are to be used as required.
2. All the furniture, equipment, ceiling Fans and other fitting lying there shall also be wiped and cleaned twice weekly.
3. Window glass shall be inspected daily and any loose glass will be fixed immediately with putty. If there is breakage of glass due to it becoming loose, the broken glass pane will be replaced by the contractor at his own cost.

### **Cleaning of toilets.**

1. The toilets should be thoroughly cleaned at least twice a day (before and after OPD) and mopped dry. Cleaning should include the floor, the sidewalls, the ceiling, ventilators and all fittings. The floor should be made non-slippery and all deposits removed. In case of fittings, the water cisterns should be kept operational, the taps should be usable, and deposit should be removed from all ceramic materials.
2. Disinfection is to be done after cleaning.
3. In addition to these stipulated timings, worker shall also undertake such sweeping/ cleaning/ mopping operation as and when required or as directed by the medical officer on duty/ ward master/Asst. Superintendent/ nursing staff on duty, or such personnel as may be authorized in this regard by the Medical Superintendent cum VP at any time of the day and night.
4. The floor areas are to be specially cleaned with hard brushing with detergents on Sundays.
5. The outlets and drain pipes of the urinals should be kept clog free and fixed in proper place.
6. For excessively dirty areas, mechanical cleaners are to be used at least once monthly.
7. The clogged drainpipes are to be clogged immediately and drain chambers cleaned thoroughly once a week as part of preventive maintenance.
8. The sink and chamber covers are to be kept airtight.
9. No. washing basins, gully trap, water closet, commode or any other water outlet should be allowed to be clogged. If clogged, it should be restored.
10. All workers employed by the contractor will have to abide the hospital waste management plan as applicable to their scope of service.
11. The supervisor of the contractor will maintain close liaison with the PWD authorized to ensure that the taps, wash basins cisterns septic tanks, soap pits, exhaust fans are always kept in working order.
12. To perform any other cleaning works as directed by the Medical Superintendent cum VP or his authorized person.

### **Cleaning of adjoining contiguous uncovered space**

1. This relates only to open spaces like courtyards in between wards and front entrance portico. This includes the whole hospital campus.
2. The entire area is to be swept and cleaned once daily. All litter and waste materials are to be collected and disposal as per the waste management plane of the hospital.
3. The drains are to be cleaned and de-clogged if necessary. Disinfectants are to be spared.
4. De-weeding, removal of undergrowth, cutting of grass to be done as required.
5. Septic tanks, gully pits etc are to be cleaned and cleared.
6. Outside facade, sills, ledges are to be cleaned.
7. To perform any other cleaning works as directed by the Medical Superintendent cum VP or his authorized person.

## **Cleaning of covered and open areas of Dental College.**

This include

1. Rural Hospital and public Health centre premise including common room, office rooms including adjoining office & OPD & IPD buildings, laboratories, meeting hall, stores wash rooms including toilets, adjoining open space and compound of the hospital/health centre, etc. The workers will be placed in these areas at least once a day.
2. They will remain present in the place of work at all times during their duty hours and will leave the place of duty for short periods only after being permitted by the on-duty personnel.

### **Cleaning of Floors.**

1. The floors of the entire area specified in paragraph-1 hereinbefore and the adjoining corridors, Staircases, landings should be swept and wet mopped once at least daily between 8 A.M. to 4 P.M.
2. In addition to these stipulated timings, the workers shall also undertake such extra sweeping/cleaning/mopping operation as and when required or as directed by the hostel Superintendent/Asst. Superintendent/BMOH/MOIC may authorize any person at any time during the shift.
3. The floor areas to be specially cleaned with hard brushing with detergents on Sundays.
4. For excessively dirty areas, mechanical cleaners are used to be at least once monthly

### **Cleaning of other areas.**

1. The side walls up to 3 feet, glazed tiles, and windows including sills and ledges, windows glass, ceilings roof, drains, signage, doors, ventilators of the defined areas shall also be cleaned daily. Roof ceiling cleaning once in a week, Disinfectants are to be used as required.
2. All the furniture, equipment, ceiling Fans and other fitting lying there shall also be wiped and cleaned twice weekly.
3. Window glass shall be inspected daily and any loose glass will be fixed immediately with putty. If there is breakage of glass due to it becoming loose, the broken glass pane will be replaced by the contractor at his own cost

### **Cleaning of Toilets.**

1. The toilets should be thoroughly cleaned once at the beginning of the office hours/hospital hours daily and mopped dry.
2. The toilets block inside the hospitals should be thoroughly cleaned in each shift that is twice daily-cleaning should include the floor, the side walls, the ceiling, ventilators and all fittings.
3. The floor should be made on slippery and all deposits removed. In case of fittings, the water cisterns should be kept operational, the taps should be usable, and deposits should be removed from all ceramic materials.
4. Disinfection is to be done after cleaning.
5. In addition to these stipulated timings, a worker from the Emergency reserve shall also undertake such sweeping/cleaning/mopping operation as and when required or as directed by the personnel as may be authorized in this by the Superintendent/ Ward master / any assigned person at any time during the shift.
6. The floors areas are to be specially cleaned with hard brushing with detergents on Sundays.
7. The outlets and drain pipes of the urinals should be kept clog free and fixed improper place.
8. For excessively dirty areas, mechanical cleaners are to be used at least once monthly.
9. The clogged drainpipes are to be de clogged immediately and drain chambers cleaned thoroughly once a week as part of preventive maintenance.
10. The sink and chamber covers are to be kept airtight.
11. No washing basins, gully trap, water closer commode or any other water outlet should be allowed to be clogged. If clogged, it should be restored at the contractor's cost.
12. All workers employed by the contractor will have to abide by the bio-medical waste management plan as applicable to their scope of service.
13. The supervisor of the contractor will maintain close liaison with the PWD authorities to ensure that the taps, wash basins cisterns septic tanks, soap pits, exhaust fans are always kept in working order.

### Miscellaneous Duties

1. Perform all tasks as provided in the Bio Medical Waste Management Plan and Policy of the department.
2. Other Cleaning and Housekeeping jobs as entrusted by the Superintendent/BMOH/MOIC on duty.
3. Any other job of similar nature that may be entrusted to them from time to time by the Superintendent/BMOH/MOIC or his authorized representative.



### Cleaning of uncovered space.

1. This relates only to open space like courtyards in between college building, Administrative office, Hostel and front entrance portico etc. (This include the whole hospital campus.
2. The entire area is to be **swept and/ or cleaned** once daily and directed by the Superintendent / BMOH/MOIC or his authorised person. All litter and waste materials are to be collected and disposed as per the waste management plan of the department.
3. The drains are to be cleaned and de-clogged weekly. Disinfectants are to be spread after cleaning.
4. De-weeding, removal of undergrowth, cutting of grass to be done weekly.
5. Septic tanks, gully pits etc are to be cleaned and cleared monthly.
6. Outside facade, sills, ledges are to clean monthly.
7. To perform any other cleaning works as directed by the Superintendent/BMOH/MOIC or his authorized representative

### 1. PROVISION OF MATERIALS.

- a. The hospital authorities will provide the contractors' workers with all materials, consumable in nature, required for the cleaning and disinfection of the hospital/health centre. At the beginning of the start of the contract, the supervisor shall make out and hand over the Superintendent/BMOH/MOIC or his designated representative, a list of quarterly requirements of materials and consumables. The hospital authorities shall provide to the supervisor, on time to time, the material and consumable based on a adjective assessment of the indent. The worker should ensure that the supplied materials and consumables are used judiciously without wastage or pilferage. Wastage or pilferage of supplies materials will attract the provision of recovering the cost of items for the bills or security deposit of the contractor.
- b. Uniforms, I card, safety materials like gum boots, mask, gloves, waste trolley to be provided by the contractor.
- c. Machines & equipment's tools and other items required for the job to be provided by the contractor.
- d. The responsibility of maintenance of the cleaning aids, items in the toilets, and waste trolleys shall lie with the contractor. Whenever the hospital authorities provide any cleaning aids, items in the toilets, and waste trolleys or any such other equipment, the contractor shall period to taking them over, prepare a list including the actual present condition of the item and on termination of the period of contract hand them over in same condition. During period of use, necessary care to prevent damage shall be taken otherwise the damaged goods have to be replaced with similar item and contractor's own cost.

## 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 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 MCH/ 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 the purchaser in the pre- bid meeting.

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

**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 uploaded should be virus scanned copies, duly Digitally signed. The documents will get encrypted (transformed) into non-readable formats on uploading. The two folders are:

1. Technical proposal : Containing statutory 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 housekeeping Equipment as required from time to time as specified.</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. 20 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

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 (unskilled +semi-skilled + skilled) workers deployed for housekeeping services in the MCH/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; gum boots, hand gloves, safety gloves, masks, safety gears etc. To those required. The quality and colour code of such items of attire shall be as approval of MCH/ hospital.

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

small or big covered trolleys, other items required for the job. The minimum and mandatory requirement of equipment for the job is listed in Schedule XII.

Also, the Bidder shall bear all charges like packing and forwarding, transportation, insurance, storage, loading/uploading; expenses necessary in compliance with the requirement of goods and/or service; ex-factory/ ex-warehouse/ex-registered or branch office to the consignee site for a period including three months beyond date of delivery. The bidder shall pay the staff deployed by it for house-keeping in the MCH/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 housekeeping staff deployed at the MCH/ 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 of goods to be supplied 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 3 (three) year contract by another 3 (three) months on same terms and conditions at the end of 3 (three) year contract period. Thereafter, the contract may be extended on same terms and condition for further periods on mutual agreement between purchaser and contractor

### 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://wbttenders.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, 5 (five) % 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. Housekeeping Staff to be deployed by Bidder at hospitals/ health centres**

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 MCH/ 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 cleaning and housekeeping in the MCH/ hospital, 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 housekeeping staff deployed through contractor at the MCH/ hospital shall not claim any benefit, compensation, absorption or regularization of their service in the establishment of the..... MCH/..... 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 MCH/ hospital. In the event of any litigation on the status of the deployed staff, ..... MCH/ .....

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 ..... MCH/ .....

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 ..... MCH/ ..... 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 housekeeping staff not divulges or discloses 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 MCH/ hospital.

The staff should be sensitive in dealing with patients and persons accompanying patient and also the public at large visiting the MCH/ 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 MCH/ hospital, and shall not knowingly lend to any person or identity any of the effects, assets or resources of the MCH/ hospital, under its control.

Any loss/ /damage etc. to the property, persons (including to patient-parties) of the MCH/ Hospital due to negligence / any action on part of contractor or his staff, established after an enquiry by authorized representatives (s) of the MCH/ 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 MCH/ hospital under the contract.

Any misconduct/ misbehavior by any housekeeping staff deployed by the contractor shall be promptly dealt with by the contractor. If competent authority of the MCH/ 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 housekeeping staff, so that he can substitute an absentee staff with a reliever of equal status.

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

Appropriate measure for the health and safety of the housekeeping staff deployed at the MCH/ 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 housekeeping staff deployed at MCH/ hospital, shall be authenticated daily by a designated supervisory staff of contractor and countersigned by an appropriate authority of MCH/ hospital. The attendance sheet shall be submitted by contractor along with the monthly bill payable to him by MCH/ hospital.

#### 5. Suggestion Book:

The contractor shall meet the competent authority of MCH/hospital at mutually agreed intervals to take feedback on the housekeeping services 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 MCH/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 housekeeping staff deployed at MCH/hospital, authenticated daily by a designated supervisor staff of contractor and countersigned by an appropriate authority of MCH/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 cleaning and housekeeping staff deployed at the MCH/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 cleaning and housekeeping staff, 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 MCH/hospital.

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

The contractor shall provide the mandate form for ECS payment to its cleaning / scavenging and housekeeping 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, by 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 ..... MCH/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 house-keeping 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 housekeeping service in the MCH/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 cleaning/scavenging and housekeeping service in the MCH/hospital 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 document shall also apply to this contract.

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

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

Cleaning / Scavenging and Housekeeping Staff to be Deployed by Contractor at MCH / 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 MCH/CMOH)



ContractNo. ....		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 cleaning & housekeeping Personnel.			
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 Housekeeping Services			
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 cleaning and housekeeping staff deployed at MCH/hospital, authenticated daily by a Designated supervisory staff of contractor and countersigned by an appropriate authority of MCH / 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 MCH / 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. 20.00 lakhs
20.	Bidder's Undertaking as per GIB clause 12.
21.	Bidder's Undertaking to provide House-keeping/scavenging 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.

*[Handwritten signature]*

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