



**Bid Documents Including Terms and
Conditions of Quotation
For outsourcing of
Cleaning/House-keeping Services at the
Office of the MSVP,
Tamralipto Govt. Medical College and
Hospital
Tamluk, Dist-Purba Medinipur, W.B.**

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

**Bid documents including terms and conditions for
Cleaning/House-keeping Services at TGMCH.**

O/C

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Bid documents including Terms and Conditions-

Section I : NOTICE INVITING QUOTATION (NIQ)



GOVERNMENT OF WEST BENGAL
Department of Health & Family Welfare
Office of the MSVP
Tamralipto Govt. Medical College & Hospital
Tamluk, Dist Purba Medinipur
Email : msvp.tgmch@gmail.com

Memo. No: MSVP/TGMCH/...1800.../2024

Date: 10.06.2024

NOTICE INVITING ONLINE QUOTATION (e - QUOTATION)

MSVP, Tamralipto Govt. Medical College & Hospital(TGMCH), Tamluk, Dist. Purba Medinipur, invites quotation (Technical & Financial) from eligible and qualified bidders for providing Cleaning /House-keeping services initially for 1 (one) year, renewable at the end of each year subject to satisfactory performance of job and corresponding consent from higher authority. This 1(one) year contract period shall commence from the date of notification of award of contract for this tender. The remuneration of the concerned manpower is to be fixed as per circular, published from time to time by the Labour Deptt. under the category of unskilled labourers.

Name of Work: Outsourcing of Cleaning/House-keeping services at the Office of the MSVP, Tamralipto Govt. Medical College & Hospital.

Ref: No-22-HS(MS)/HFW-18099/39/2022, dated. 01/02/2024 and No-25-HS(MS)/HFW-23011(57)/1/2023, dated. 02/02/2024 of Health & Family Welfare Deptt.(HS-MS Branch), WB.

Detailed requirement is noted below:-

Name of the Institution	Requirements(in unskilled labour category)	EMD
TGMCH	No of Cleaning/House-keeping personnel- 13	Rs. 20,000/-

The Tender Committee reserves the right for cancellation, adding, reducing or deferring the tender in total or in partial without assigning any reason thereof.

In the event of e-Filling, intending bidder may download the tender document from the website: <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate & earnest money may be submitted either by Net Banking (any listed bank) through ICICI Bank Payment Gateway or through RTGS/NEFT in favour of the MSVP, Tamralipto Govt. Medical College & Hospital(e-treasury).

Tender document may be downloaded from website & submission of Technical Bid/Financial Bid as per Tender time schedule is stated in e - Tender details at concerned pages.

The documents submitted by the bidders should be indexed and also should be according to his / their Agency-name.

Earnest Money: Amount of ₹. 20,000/-(Twenty thousand) only of Earnest Money is to be submitted online in favour of the MSVP, Tamralipto Govt. Medical College & Hospital(e-treasury).

At the time of uploading the tender / quotation, the intending tenderer, / quotationer should select the tender to bid and initiate payment of pre-defined EMD for that tender by selecting from either of the following payment modes:

- Date: _____
- a) Net banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment Gateway.
- b) RTGS/NEFT in case of offline payment through bank account in any Bank with his / her tender / quotation as per Memorandum No. 3975-F(Y) dated: - 28.07.2016 of the Secretary to the Government of West Bengal, Finance Department. The L1 bidder shall make the Formal Agreement after getting the Letter of Acceptance (LOA) issued by the Tender Inviting Authority. Failure to make the Formal Agreement within the time period as to be prescribed in the Letter of Acceptance (LOA) for the purpose, may be construed as an attempt to disturb the tendering process and will be dealt with accordingly in a legal manner as deemed fit including blacklisting the bidder.

Refund of EMD: The EMD of the unsuccessful Tenderer deposited shall be automatically refunded through online process. The refund of EMDs will be paid to the bidders to the account from which the EMD transaction got initiated by the bidder. Accordingly, for internet banking transactions, the EMD will be refunded back to the internet banking account from which the bidder initiated the transaction. If the bidder has made EMD payment through RTGS/NEFT mode, the refund will go back to the account from which the RTGS/NEFT transaction got initiated.

HELP DESK

For any queries or issues on EMD payments made through internet banking or payment gateway, RTGS/NEFT mode or any Refunds Contact Helpdesk: 03340267513/ 03340267512.

Date and time Schedule of Quotation:

Sl. No.	Particulars	Details
a.	Date & Time of Publishing NIQ & Tender Documents	10/06/2024
b.	Tender Documents Sale / Download Start Date & Time	12/06/2024 at 6.00 p.m.
c.	Bid Submission / Upload Start Date & Time	12/06/2024 at 6.00 p.m.
d.	Pre Bid Meeting	Nil (Interested parties may contact this office on office hours for any further information).
e.	Tender Documents Sale / Download End Date & Time	26/06/2024 11.00 a.m.
f.	Bid Submission End Date & Time	26/06/2024 11.00 a.m.
g.	Earnest Money Deposit (EMD) End Date & Time	26/06/2024 11.00 a.m.
h.	Date of opening of Technical Proposals	28/06/2024 at 11.00 a.m.
i.	Date of opening of Financial Proposals	Will be declared after technical evaluation.

1. The Tender should be addressed to the MSVP, TGMCH, Tamluk, Dist-Purba Medinipur. Tender documents will be available at www.wbhealth.gov.in, www.wbtenders.gov.in and www.tgmch.ac.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 TGMCH 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. The selected bidder will also be eligible for work order for any subsequent additional Cleaning / House-keeping personnel sanctioned by state for TGMCH, Purba Medinipur during the contract period.
6. In case it is found that two or more bidders' rate-quote is same, the lowest bidder will be decided as per govt. norms/decision of Tender Committee..

MSVP
10/6/24
Medical Superintendent cum Vice Principal
Tamluk Govt. Medical College & Hospital
Tamluk, Purba Medinipur

Memo. No.: MSVP/TGMCH/1800/2024/1(10)

Date.: 10.06.2024

Copy forwarded for information to :-

1. The District Magistrate, Purba Midnapur.
2. The S.D.O., Tamluk.
3. The E.O., Tamluk Municipality.
4. The C.M.O.H., Purba Midnapur.
(with a request to display on notice board for wide circulation)
5. The Nodal Officer, Health & Family Welfare Department, Swasthya Bhawan, for publication in daily news papers.
6. The BDO, Naikuri, Tamluk, for Display in Notice Board.
7. The Post Master, Tamluk for Display in Notice Board.
8. The In-charge, I.T. Cell, Swasthya Bhawan, Kolkata. (with a request to publish on the Departmental Website of www.wbhealth.gov.in).
9. DEO, to display in website, TGMC&H.
10. Notice Board, TGMC&H.

MSVP
10/6/24
Medical Superintendent cum Vice Principal
Tamluk Govt. Medical College & Hospital
Tamluk, Purba Medinipur

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 MSVP, TGMCH, Purba Medinipur District.
- (i) On behalf of TGMCH, "Bid" means proposal/ Quotation received from a Firm/ Bidder against the tender.
 - (ii) "Bidder" means the Individual or Firm/other agency submitting Bids/ Quotation.
 - (iii) "Contractor" means the individual or the firm/other agency 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, house-keeping 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) "NIQ" means Notice Inviting Quotation.
- (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 means experience of similar nature of work at Government Hospital/Corporate MCH or Hospital or Private concern aided by any Govt.

The Tender Enquiry (TE) documents include:

Section I: Notice inviting Quotation (NIQ)

Section II: PREAMBLE: Definitions and abbreviations

Section III: Requirements.

Section IV: Consignee List

Section V: Specifications

Section VI: General Instructions to Bidders (GIB)

VII: General Conditions of contract (GCC)

VIII: Tender Application Form

Section IX: Proforma for Performance Statement

Section X: Price Schedule/ Bill of Quantity (Directions for quoting price online) section

Section XI: Contract Form

Section XII: Proforma of monthly-bill to be submitted by the awardee Bidder

Section XIII: Checklist for the Bidders

SECTION III: REQUIREMENTS

Part.1 Table and Requirements

Sl. No	Goods and services	Requirements/Responsibility
1.	Cleaning/House-keeping in unskilled category, with uniform and I-Cards for TGMCH.	Required. All charges for these items shall be borne by the bidder.(Agency's undertakings needed.)
2.	Supervisor for monitoring and supervision in all 7 days of week	Yes,(Site-in-Charge/Supervisor)
3.	Cleaning materials/solutions	Required. To be provided by the office.
4.	All other incidental, and nominal accessories to be provided during the period of works.	As required time to time. All charges for these items shall be borne by the bidder. .(Agency's undertakings needed.)
5.	Administrative, management, incidental services to conduct the job.	Required
6.	Licenses required for services of Cleaning/House-keeping at the site and office.	Required.

Part.2 The bidders are requested to make an onsite assessment of the services of Cleaning/House-keeping in the MCH /Hospital before quoting rates for this tender.

Part. 3 In case of one Cleaner/House-keeper is absent, replacement has to be provided by the agency in any given day.

SECTION IV: CONSIGNEE LIST

(While the MSVP, TGMCH invites the Quotation) , MSVP, TGMCH, Purba Medinipur.

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 shall be competent enough to deal with the business of providing Cleaning/House-keeping services in the Govt./Govt. aided institutions, specially in Govt. Medical Colleges and Hospitals for which the bid is being made and should have adequate financial capability and manpower (skilled/semi-skilled/unskilled) required for managing the business awarded.
2. The bidder must have the requisite trade and other licenses to do the business of providing the services of Cleaning/House-keeping in the Govt. Medical College & 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 as required.
 4. The bidder or the Principals of the firm/other agencies must not have been blacklisted by any Hospital or any Government authority(s) and/or any authorized private concern(s). (an Undertakings required to the effect)
 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. (an Undertakings required to the effect)
 6. The bidder must have at least last 5 years of experiences in the field of providing Cleaning/House-keeping services to the Govt./Govt. aided institutions/hospitals, specially to the Govt. Hospitals and presently involved in those works.
 7. The annual balance-sheet total of the bidder should be at least Rs. 25 (Twenty-five) lakh per annum considering the financial years 2020-21, 2021-22, 2022-23.
 8. The bidder should have a cash reserve equivalent to 4 months of concerned services bills of the Hospital for which the bid is being made.
 9. The bidder should be a profit-making organization, for the previous three financial years - 2020-21, 2021-22, 2022-23 and also for the 2023-24 and running year(2024-25) (A statement certified by Chartered Accountant is required).

B- General Terms and Conditions

1. The quotation 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. 10% of the total value of order(including EMD), initially for 1 year shall be deposited by the successful bidder as security deposit 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, if any, thereof 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 concerned manpower services within the designated time the authority 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 authority was compelled 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.

Scope of Work:-

Duties of Cleaner/House-keeper under un-skilled categories-

- 1) They are to work daily in three shifts(morning, evening and night shift) or as to be decided by College/Hospital-authority. Each shift, if any, implies 8(eight) hours of continuous duty with 30 minutes food break.
- 2) Cleaning doors, windows and ceilings, dusting and cleaning rooms/floors etc. and furniture.
- 3) Cleaning of utensils, if required.
- 4) To supply and arrange drinking water.
- 5) To carry various items from and to the stores.
- 6) To carry call books, other books and registers, papers inside and outside of the office.
- 7) To work in laboratories, Stores, sectional departments, offices relating to general duties.
- 8) To work as messengers, peons, night-guards, etc., if required.
- 9) To assist several offices, departmental activities, or works as bearer.
- 10) All works relating to garden and other beautifications.
- 11) In addition to these works, other general works/duties as and while required by this authority.

SECTION VI: GENERAL INSTRUCTION TO BIDDERS

1. INTRODUCTION-

Before formulating the bid and submitting the same to the purchaser, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information etc. incorporated in these TE documents may result in rejection of his bid.

2. Corrupt or Fraudulent Practices-

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

- (a) Defines, for the purposes of this provision, the terms set forth below as follows;
- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the purchaser, and includes collusive practice among Bidders (prior to a or after Bid submission) designed to establish Bid price at artificial non- competitive levels and to deprive the purchaser of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a agency 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 agency 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-
As the purchaser for this tender is the MSVP, he 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- means the agency qualified in all required respects.
7. The Bidders shall have supplied and supplying 100% of the quote quantity of each services meeting major specification parameters, which has/is functioning satisfactory, preferable, in a Government Institutions, especially in Govt. Hospitals.
8. 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.
9. 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.
10. 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/office hours in any working day.
The bidder may also take up the same in writing. The purchaser will respond in writing to such request provided the purchaser.

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

1. Technical proposal : Containing statutory and Non-statutory cover.
2. Financial proposal: containing Bill of Quantities

Technical proposal: statutory cover.

Statutory cover shall contain the following documents.

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 required)

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** for elucidation)

Sl. No.	Category Name	Description	Detail(s)
A	Certificate (s)	Certificate (s)	<ol style="list-style-type: none"> i. Income Tax PAN Card, with last 03 years' IT Return (2020-21, 2021-22, 2022-23) ii. P. Tax Registration with current Return. iii. GST Registration with current Return-submission. iv. ESIC Code Number Allotment Letter with current challan. v. EPFO Code Number Allotment Letter with current challan. vi. Agency's ISO certificate. vii. Registration Certificate under Shop and Establishment Act. viii. Valid Labour license on the date of floating tender under Contract Labour(Registration & Abolition) Act. ix. Trade License from local Govts.

B	Agency Detail(s)	Company Detail(s)	<ul style="list-style-type: none"> i. Certificate of Incorporation, where applicable. ii. Valid Trade License. iii. Power of Attorney, If required. iv. Bidder's Email ID and Mobile Number.
C	Credential	Credential-1,Credential-2 and so on.	Performance Statement as per Section IX along with documentary evidences.
D	Documents	Documents	<ul style="list-style-type: none"> i. Audited Balance sheet and profit & Loss A/C for the year 2020-21, 2021-22, 2022-23. ii. Name, address of banker, Account details. iii. Bank solvency certificate as per GIB 13 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. iv. The bidder shall 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. v. Bidder's undertaking to provide uniform for cleaning/house-keeping personnel, other allied items including I-cards for Cleaner/House-keeper as required from time to time. vi. Others, as required.

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.

12. Earnest Money Deposit (EMD)- Already specified.

13. 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 any 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 not less than 4

(four) months' total statutory monthly emoluments as per applicable rates of the date, payable to the total number of (unskilled+semi-skilled+skilled) workers to be deployed as per Section III : Requirements and EMD in the MCH/hospital.
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.

14. 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 bidder. 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.

15. 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 quoted as a percentage of the total statutory Monthly Emoluments payable to the total number of (unskilled) workers deployed for Cleaning/House-keeping services in this MCH/Hospital. Pro-forma wise 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 workers. The quality and colour code of such items shall be as approved by this MCH.

Also, the Bidder shall bear all charges in compliance with the requirement of goods and/or service.

The bidder shall pay the staff deployed by it for Cleaning/House-keeping services 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.

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.

16. Firm Price-

The price quoted 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.

17. Alternative Bids-

Alternative Bids are not permitted.

18. Bid validity-

The Bids shall valid for acceptance for a period of 120 days (one hundred and twenty

days) after the date of technical opening prescribed in the document.

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.

19. Opening of Tender-

The purchaser will open the bids on the specified date and time as indicated in the NIQ. Authorized representatives of the bidders may attend the tender opening.

The EMD as deposited 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.

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

SCRUTINY AND EVALUATION OF BIDS:

20. 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, 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.

21. 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.

22. 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.

23. Comparison of Bids-

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

24. 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) .

AWARD OF CONTRACT:

25. 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).
26. 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.
27. 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.
If the contract is extended, it is to be carried out on same terms and condition for further periods on mutual agreement between purchaser and contractor.
28. Notification of Award-
Before expiry of the tender validity period, the purchaser will notify the list of successful bidder(s) online. 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 as sought for.
29. 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.
30. 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.
31. Publication of Tender Result-
The name and address of the successful bidder(s) receiving the contract(s) will be published in the website <https://wbtenders.gov.in>.

SECTION VII : GENERAL CONDITIONS OF CONTRACT

1. Use of contract documents and information-
The contractor shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person (s) employed by the contractor in the performance of the

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

Further, the contractor shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC 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, 10(ten) % 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 may 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. Cleaners/House-keepers to be deployed by Bidder at hospitals/ health centres-

The contractor shall employ adult persons only. Employment of child labour renders 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/House-keeping services 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 concerned staff deployed through contractor at this MCH/ hospital shall not claim any benefit, compensation, absorption or regularization of their service in this establishment 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 this MCH/ hospital. In the event of any litigation on the

status of the deployed staff, this office shall not be necessary party. However, in any event, either by the deployed persons or on order of a Court of Law, if this office is made necessary parties in dispute to adjudicate the matter, the contractor shall reimburse the expenditure borne by this office.

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

The staff do not divulge or disclose details of operational process, technical know-how, confidential information, security arrangement, administrative matters, to third person (s).

The staff deployed should be disciplined, entailed on enforcing prohibition of alcoholic drinks, Paan, smoking, loitering without work, gambling etc. Any illegal, descriptive, immoral act in the 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 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 MSVP, TGMCH 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 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 staff deployed at the MCH/hospital in the preceding month may be submitted for verification).
- iii. The ESI Contribution relating to workers (copies of ESI Cards of workers copy of ESI deposit challan will be enclosed).
- iv. EPF Contribution relating to workers (copies of EPF Numbers of workers, copy of EPF deposit challan will 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 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 staff deployed at the MCH/hospital on or before the 7th of each succeeding month to protect the interest of the staff and ensure smooth running of concerned services in MCH/hospital, irrespective of whether or not he may be 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, any unexcused variation in quality, quantity, and delay by the Contractor in maintaining its contractual obligations towards delivery of goods and/or performance of services shall render the Contractor liable to any or all of the following sanctions:

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

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

9. Liquidated damages-

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

10. Termination for default-

The Purchaser, without prejudice to any other to any contractual rights and remedies available to it (the purchaser), may, be written notice of default sent to the Contractor, terminate the contract in whole or in part, if the Contractor fails to deliver any or all of the goods and/or perform the services and/or fails to perform any other contractual obligation(s) as specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC.

In the event the Purchaser terminates the contract in whole or part, pursuant to GCC above,

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

11. Termination for Insolvency-

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

12. Force Majeure-

Notwithstanding the provision contained in GCC clauses, 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:

SECTION

To,
The MSVP,
Tamluk Govt. Medical College & Hospital.
Tamluk, Purba Midnapur, West Bengal.

Ref.: Your TE document(NIe-Q) No.....dated

Sir,

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) We confirm that, if our bid is accepted, we shall provide you a performance security of required amount in terms of GCC clause, for due performance of the contract.
- 3) We agree to keep our bid valid for acceptance as required in the GIB clause, or for subsequently extended period, if any, agreed to by us.
- 4) 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.
- 5) 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.
- 6) We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred tender enquiry.
- 7) 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, TGMCH to verify this statement.
- 8) 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)

(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 documentary 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 furnished.

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 (here percentage for management fee) 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 Cleaning/House-keeping 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 workers (Cleaning/House-keeping) deployed 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 workers (Cleaning/House-keeping) deployed for 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.</p>	1	no.s	[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 (on stamp paper)

(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 Quotation.
 - 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)

Contract No.		Dt.		
SL. No. (1)	Schedule of Payment (2)	Unskilled Worker (3) Rs. (applicable here)	Semi-skilled Worker (4) Rs.	Skilled Worker (5) Rs.
	REIMBURSEMENT of Statutory Emoluments Payable to Security and GDA 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 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 or document in support of EMD exemption.
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 in every 27 pages.
4.	Scanned copy of EMD, where not exempted.
5.	GST / CST and P Tax registration with current return submission.
6.	Income Tax PAN with IT returns for 2020-21, 2021-22, 2022-23
7.	EPFO and ESIC Code Number Allotment Letters with current challans.
8.	ISO Certificate.
9.	Registration Certificate under Shop and Establishment Act.
10.	Valid Trade License and Labour License under Contract Labour (Regulation & Abolition) Act.
11.	Certificate of Incorporation, where applicable.
12.	Power of Attorney, if required.
13.	Performance Statement (Section - IX) / Credential.
14.	Audited Balance Sheet and Profit & Loss A/C for 2020-21, 2021-22, 2022-23.
15.	Name, Address of banker, account number of the Agency.
16.	Bank Solvency Certificate as sought for.
17.	Bidder's all Undertakings as per GIB clause and others.
18.	Price Schedules / Bill of Quantities (BOQ) (Section - X)
19.	CA certified statement towards profit making organization as sought for.

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.

MSVP
10/6/24

Medical Superintendent cum Vice Principal
 Tamralipto Govt. Medical College & Hospital
 MSVP
 Tamluk, Purba Midnapur
 Tamralipto Govt. Medical College & Hospital
 Tamluk, Purba Midnapur