



WEST BENGAL MEDICAL SERVICES CORPORATION LTD.
(Wholly owned by the Government of West Bengal)
Swasthya Sathi, GN-29, Sector-V, Salt Lake, Kolkata-700 091.

BIDDING DOCUMENTS

***For Providing general pest control, eradication of mosquitoes and rodent control services at
College of Medicine & Sagore Dutta Hospital, Kamarhati.***

.07.2022

Bid Reference No.: WBMSCL/NIT- 298/2022

Dated – 08

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SECTION – I

NOTICE INVITING e-TENDER

*From eligible bidders for providing **general pest control, eradication of mosquitoes and rodent control services at College of Medicine & Sagore Dutta Hospital, Kamarhati.***

Issued by:
West Bengal Medical Services Corporation Ltd.,
(Wholly owned by the Government of West Bengal)
CIN: U85110WB2008SGC126373

Regd. Off.: Swasthya Sathi, GN-29, Sector-V, Salt Lake, Kolkata-700 091



033-4044 0300,



033-4044 0400 Email ID -ml@wbmsc.gov.in

Bid Reference No.: WBMSCL/NIT- 298 /2022

Dated –08.07.2022

Introduction: -

1. **West Bengal Medical Services Corporation Limited** (for short “WBMSCL” or the “Corporation”), invites bids from competent and experienced agency/ licensed contractors for providing general pest control, eradication of mosquitoes and rodent control services at College of Medicine & Sagore Dutta Hospital. Kamarhati, Kolkata- 58
2. The Corporation thus hereby invites bids from eligible and qualified Indian bidders through ‘e-tendering’ for providing the above mentioned services, in 2-BID SYSTEM and as described in detail in the Scope of Services.
3. Intending bidders may download the Bidding Documents from the websites www.wbmsc.gov.in and <https://wbtenders.gov.in>.
4. An Earnest Money Deposit (EMD)/ Bid Security of Rs. 10000/- (Rupees ten thousand only) is to be paid by intending bidders by online payment. The Bid Security of the Selected Bidder will be returned duly discharged to the Selected Bidder on execution of the Agreement and on receipt of Performance Security as per terms of this e-NIT.
5. Technical Bid and Financial Bid must be submitted concurrently within the date and time stated in Sl. No. 13 of the e-NIT. All documents submitted by bidders should be properly indexed and digitally signed. Both Technical Bid and Financial Bid, duly digitally signed are to be uploaded in their respective folders viz., technical (statutory & non-statutory) folder and financial folder

simultaneously in the website <https://wbtenders.gov.in>.

6. Financial Bids will be considered only if the Technical Bid (both statutory and non-statutory) of a bidder is found qualified by the Tender Evaluation Committee. The decision of the Tender Evaluation Committee will be final and binding in this respect. The list of responsive / technically qualified and non-responsive bidders will be uploaded in the website <https://wbtenders.gov.in>.

7. Eligibility criteria for participation

- (i) All bidders shall have to meet the minimum eligibility criteria in respect of both of the following:
 - (a) Financial Capacity;
 - (b) Technical Capability including Experience/Credentials.
- (ii) The eligibility of a bidder will be ascertained on the basis of the digitally signed documents submitted in support of the eligibility criteria as mentioned in (a) and (b) above. If any document submitted by a bidder is found at any stage to be manufactured, false or untrue in any material respect, the bid of such bidder will be rejected outright without any prejudice to any right of WBMSCL, including to forfeit the EMD/ Bid Security or invoke the Performance Security.
- (iii) Financial capacity requirement is as follows: -
 - (a) The bidder shall have an average annual turnover of at least Rs. 1 Crores in the last 3 (three) financial years, viz. 2018-2019, 2019-2020 and 2020-2021.
 - (a) The bidder shall furnish an undertaking that the bidder has not been barred/blacklisted by the Government of India or any State Government or any of its Departments, authorities or bodies corporate under the Government of India or any State Government from participating in any project which continues as on the date of bid submission.
 - (b) The bidder shall have a valid license under The Contract Labour (Regulation & Abolition) Act, 1970 and registration under the Employees State Insurance Act, 1948.
 - (c) The bidder shall have a valid registration of Employees Provident Funds Organisation (EPFO).
 - (d) The bidder shall have a valid PAN

- (e) The bidder shall have valid GST certificate/ letter recording GST identification number.
- (f) The bidder should have a valid license to stock and use of permissible insecticide for commercial pest control operation.
- (g) The bidder must have working experience of minimum three years in a hospital above 250 beds. Similar business shall mean pest, eradication of mosquitoes and rodent control services. Copies of documentary evidence of experience having successfully completed similar works during the last 3 years should be submitted.
8. Joint bids or consortium bids will not be entertained.
9. The tender inviting and accepting authority will determine the eligibility of each bidder on the basis of the Technical Bid submitted by the bidder.
10. Bids are to remain valid for a period not less than 120 days after the last date for bid submission as specified in Sl. No. 13 of this e-NIT. Bids valid for a shorter period shall be rejected as non-responsive.
11. Financial Bid will be the total rate quoted by the bidder for providing the services for 1(one) year which shall be exclusive of all rates, levies and taxes. There shall be no other sum payable on any head to the bidder other than the bills based on the rates quoted in the Financial Bid, subject to the provisions of Sl. 12 of the e-NIT.
12. Monthly Contract Fee payable to the Selected Bidder/ Service Provider shall be made by the Corporation, after making appropriate deduction such as TDS and other statutory deductions. GST and other applicable rates and cesses, will be claimed in its bill / invoice by the Service Provider and will be disbursed accordingly by the Corporation.
13. Bidding Schedule

Sl. No	Particulars	Date & Time
1	Publication of Bidding Documents	14.07.2022
2	Pre-bid meeting	18.07.2022 at 4:00 PM
3	Last date & time for seeking clarification through email	20.07.2022

4.	Bid submission start date (online)	21.07.2022
5.	Bid submission closing (online)	06.08.2022 at 2:00 PM
6.	Last date & time for submission of 'online submission bid Security receipt and physical copy of the uploaded Technical Bid (offline)	10.08.2022 upto 2:00 PM
7	Date & time of opening of Technical Bids	10.08.2022 after 2:00 PM
8	Technical Bid evaluation	After opening of Technical bids on 10.08.2022
9	Uploading list of responsive / non responsive bidders	To be notified later
10	Financial Bid opening	To be notified later
11	Issue of Notification of Award	To be notified later

14. In the event, any of the specified dates as above being declared a holiday or if the office of the Corporation being closed on such date, the event of the specified date will be taken up on the next working day at the same time.
15. The Corporation reserves the right to reject any or all bids and to accept or reject any or all offers without assigning any reason whatsoever and would not be liable for any cost that might have incurred by any bidder for bidding.
16. Conditional/incomplete bids will not be accepted under any circumstances.
17. The bidders shall in addition have to comply with all extant laws, regulations, practices and procedures of the Government of West Bengal in connection with public tenders or the proposed service.
18. During tender evaluation or even during performance of the Agreement, if any record submitted by any bidder is found to be incorrect, manufactured or fabricated, the bid of such bidder will be rejected and if the contract has already been awarded, the Agreement will be cancelled (after giving an opportunity of hearing to the Selected Bidder), without any prejudice to any rights of the Corporation.

19. The Corporation reserves the right to cancel the tender process at any time without assigning any reason whatsoever, and without entertaining any claim in this respect. At any time prior to the deadline for submission of bids, or extension, if any, the Corporation may amend the Bidding Documents by issuing addenda/ corrigenda. In order to give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids or for other causes and considerations, the Corporation may also, at its discretion, extend the time for the submission of bids.
20. The EMD/ Bid Security will be forfeited/ invoked in the following events: -
- (a) If a bidder withdraws its bid during the period of bid validity
 - (b) If a bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice
 - (c) If the Selected Bidder fails to:
 - i) sign the Agreement in accordance
 - ii) furnish a Performance Security in accordance .r
 - (d) If a bidder is otherwise in breach of the terms of the Bidding Documents.
21. Where an individual holds a Digital Signature Certificate in his own name duly issued to him in respect of a bidder of which he is a director/ principal officer, such person shall, while uploading any bid for and on behalf of the bidder, upload a copy of the Power of Attorney/ Board Resolution authorizing him to act on behalf of the bidder.
22. All bidders must upload all records, data and documents on which they wish to rely in support of their Technical Bid. Unless for reasons to the satisfaction of the Corporation, bidders will not be allowed to supplement data and documents submitted online, with additional data and documents, during tender evaluation.
23. VALIDITY OF CONTRACT:
- The period of contract shall be for a period of 1 (one) year from the date of start of contract. However, the contract may be extended every Six months for a period of maximum two years on mutual consent. Tender selection committee reserves the right to terminate the contract by giving 15 days notice and without assigning any reason thereof.
24. The work should commence within a week from the date of receipt of our order, or as intimated to bidder

25. In case of any dispute regarding the quality of work or delay in completion of the work. The same will be got done through the other contractor at the same rate and order to the previous contractor will be cancelled. The decision of Tender selection committee concerned of the in this regard will be final.

26. Bidder along with his/ her agents, representatives or employees will be allowed to enter into the Building for the purpose of rendering the said services. Bidder is responsible to make good any loss or damage or theft caused to the premises and property by his/ her agents representatives or employees while rendering the said services, by adjustment from their bills.

27. Bidders will have to pay the amount equivalent to the loss sustained to the MCH, if any due to negligence on the part of Bidder or his/ her workers, while executing the contract during the contract period.

28. Bidders shall have to entirely responsible to maintain separate records, duly signed by the concerned HOD/In-charge on monthly basis, clearly indicating minimum frequency of operation twice in a month.

29. PAYMENT TERMS:

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

b) Bills along with work completion report shall be submitted for verification and acceptance of Medical Supdt MCH.

30. Late/delayed tenders due to any reason, whatsoever will not be accepted/ considered, at all, under any circumstances

31. All the materials, Equipments, Tools including disinfectants etc. Requested for this work shall be arranged by the contractor at his own cost.

32. Contractor shall also take all precautions to ensure that no damage/ staining happen to any furniture fixture surface by way of spray used by them or their staff. In case they said surfaces are damaged or gets dirty the contractor shall ensure that the persons deployed by him clean the said surfaces immediately.

33. The contractor will furnish the list of employees who will be deputed to this hospital for this job.

34. WITHDRAWAL /CANCELLATION & PURCHASE POLICY OF TENDERING AUTHORITY:

i) The tendering authority reserves the right to withdraw any item from the tender at any stage. The selection of such item, if already made in favour of any Bidder, shall be treated as cancelled.

ii) The tendering authority reserves the right to reject or accept any tender or part thereof at any stage or to split any tender without assigning any reason. Withdrawal of tender or any revision after submission of tender by the Bidder will not be allowed.

iii) The tendering authority reserves the right to accept or reject any tender, in part or in full, without assigning any reason.

iv) The tendering authority reserves the right to purchase any item of the Catalogue at the approved rate from any outsider (Non- Bidder) during the tender period in case of emergency, if the Bidder fails to supply such items on short notice.

35. PENALTY CLAUSES:

A) The tender selection committee reserves the right to declare a registered companies / reputed organization/firm /experienced agency/ licensed contractors blacklisted for three (03) years due to the following reasons:

i) If the supplier withdraws from agreement after achieving the "Lowest Quoted Bidder"

ii) In consequence of submission of false or fabricated documents by any registered companies / reputed organization/firm /experienced agency/ licensed contractors for participating in the tender, if proved later on.

B) Financial Penalties for deficiencies in services/supplies during the period of the tender and its subsequent extensions:

36. PENALTY FOR FORMATION OF CARTELOR FURNISHING OF FRADULENT/MISLEADING DOCUMENTS:

If during the tender process or at any state during the validity of the tender period, it is found that a Bidder(s) has formed a cartel in what so ever form or name to fix up the rates or suppliers to the detriment of the fairness of the tender process, penal measures shall be initiated. Similar penal measures shall also be initiated against those Bidder who have submitted false/ misleading! fraudulent documents or made incorrect declarations.

The penal measure will be

i) Forfeiture of Earnest Money

iii) Cancellation from the approved list of suppliers.

37. Cost of bidding

The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Institution will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

38. Power of Attorney:

In the event of the tender being submitted by a firm, it must be signed separately by each

member thereof, or in the event of absence of any partners, it must be signed on his behalf by a person holding "Power of Attorney" authorizing him to do so. Such "Power of Attorney" is to be produced with the Tender and in the case of the firm, carried on by one member of Joint Family, it must be disclosed that the firm is duly registered under the 'Indian Partnership Act'.

39. Notification of Award

The Tender Selection Committee may be notifying 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 have been selected by the Tender Selection Committee.

40. During the scrutiny, if it comes to the notice to tender inviting authority that the credential or any other paper found incorrect/ fabricated, that bidder would not allowed to participate in the tender and that application will be out rightly rejected without any prejudice.

41. AMENDMENT OF THE TENDER/BID DOCUMENT

41.1 At any time prior to the deadline for submission of Bids, the Institution may, for any reason, whether at its own initiative, or in response to clarifications, requested by a Bidder, modify this Tender/Bid Document by the issuance of Addenda.

42.2 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Institution may, at its own discretion, extend due Dates of Bid.

43. Regarding Cost for providing general pest, eradication of mosquitoes and rodent control servies, Abnormal Low Rate or Abnormal High Rate (in comparison to the market Rate) will not be considered.

44. Scope of work

The work requires to provide necessary treatments to the buildings and open area of the compound / terrace like bedded and non -bedded area including OT, ITU, Cath Lab, Wards, ICCU, Hospital Kitchen, Hostel, Morgue, Offices, all toilets, back areas, passages, basement, garbage area etc. to make it free from Pest, mosquito & Rodent.

45. Job Description:

(i) General Pest Control: which means eradication of Cockroaches, Mosquitoes,

Flies, Lizards, Termite etc through permitted insecticides as per Government of India and WHO norms. The Pest control should cover all the places like spray under the tables, chairs, Almirah, on and around the pile of files, on wooden furniture, on false ceiling, on all staircases, on lift lobby, on all toilets drain ducts, on all pantry rooms, in all stores and any hidden space under the furniture, outside the premises, to cupboards, vaults, lockers, bathrooms, gully taps, common passage, food preparation area and cafeteria and should leave no space unattended.

(ii) Rodent Control: Rodent controlling should be done as per orders and instructions on the subject.

(iii) Agencies must ensure that the pest control once done shall remain effective up to next pest control failing which it shall have to be done again without any cost.

(iv) The pesticides, etc. Used for pest/rodent control, should not have adverse impacts on human health.

(v) The chemicals/pesticides used by the agency be purchased from reputed concern and should be ISI Marked and/or WHO approved.

(vi) The contractor shall submit documentary proof of purchase of Insecticides only from original manufacturer or their authorized dealer at the time of each treatment. Only sealed container of insecticides shall be opened for use in presence of store keeper at the time of each treatment and custody of purchased chemicals should be under the control/custody of the care taker office. The empty pack of the product after use shall be handed over to the store.

(vii) No outdated chemicals should be used and all formulation/pesticides to be used for pest control treatment shall be safe for human beings/patients friendly and shall not have any detrimental effect on such materials and that should be none staining.

(viii) Within the specified guarantee period as per frequency of disinfestations of the premises of MCH, if complaints are received by the Hospital Admn. During maintenance work regarding menace of cockroaches, bugs, flies mosquitoes, white Ants and other crawling insects including rodents etc. And if the hospital administration feels that the treatment was not satisfactory then they said complaint shall be attended again by the contractor immediately free of any cost/charges.

ix) The Medical Superintendent may order/ ask the successful contractor to show the demonstration of pest control system before execution of the contract.

(x) The specification of pesticides shall have to be an appropriate oil based/Gel based/ baygone/any suitable harmful free formulation to be exclusively used in Wards and ors and as per our requirement and also Rodent control treatment in the so that rats can be controlled. The chemical to be used should be harm free specially for Children Ward, ICCUand ChestWard.

(xi) Pesticide compounds, formulations, and application methods that present the lowest potential hazard to humans and the environment to be used.

(xii) Non-pesticide technologies such as trapping and monitoring devices for rodents control can also be used.

46. INITIAL BUILDING INSPECTIONS

The Contractor/Agency shall complete a thorough, initial inspection of each building or site prior to the quoting the price bid by appointment. The purpose of the initial Inspections are for the Contractor to evaluate the pest control needs of all locations and to identify problem areas.

47. Manpower:

The manpower will be deployed to address the scope of work completely. However a minimum strength of one supervisor and three field workers under him should be available during the working hours in the hospital. The MCH authority in no circumstance will bear the responsibilities of the manpower to be engaged for this purpose.

48. In case of co-operative societies Ltd. Specification of type of business i.e. pest control work etc. In the hospital should be clearly indicated in the object of the Bye -laws of the respective co- operative societies, otherwise their tender will be rejected.

49. The safety of the workmen and material will be the responsibility of contractor. He is expected to take such safety measures as are normally required to be taken for execution of this type of work.

50. The contractor will be responsible for taking such steps as are necessary and obligatory for the employer to secure

51. The contractor must issue identity card & uniform to his workers/supervisors at his own cost.

52. The Tender Selection Committee reserves to right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

53. RATE:

a. THE BASIC RATE PER ACCOUNTING UNIT should be furnished inclusive of Entry Tax, Customs Duty '(if applicable), Transportation Cost, Insurance, Freight, Incidental Charges etc. but

excluding of GST which shall be quoted separately in the template for Bill of Quantities

b. Percentage of GST to be mentioned in the appropriate Column of the template for Bill of Quantities.

c. The rate should be quoted in Indian Rupees only as mentioned in the appropriate column of the "BOQ-. (Alternative offer will not be accepted).

d. The rate should be quoted on monthly Basis in the appropriate column of the .BOQ".

Successful bidder will be needed to provide details rate of particular items prescribed in catalogue before signing of contract.

54. OPENING OF TENDER

a) The Tender selection committee will open the bids after the specified date and time as indicated in the NIT.

b) Authorized representatives of the bidders may attend the tender opening.

c) Opening of Technical Proposals: Technical proposals will be opened by members of the Tender Selection Committee electronically from the website using their Digital Signature Certificate (DSC).

d) 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.

e) If any document required to be submitted for tender by the bidder in his technical proposals is not submitted or is found to be deficient in any manner at any stage after opening of bid, the bid may be summarily rejected.

55. Before submission of the Tender, Bidder shall sign each page of all of its relevant papers mentioned in check list with date. The additional alternative and or subtractive clause (if any) shall also to be signed by the bidder.

56. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a tender by a bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors bearing on the execution of the work.

Bidders are advised to visit the place of work for assuring the nature and volume of work realistically before quoting the rates.

57. AGREEMENT:

The successful bidder shall sign an agreement within 14 days from date of "acceptance of the tender" by the Tender selection committee in the prescribed form on a non judicial stamp paper. All legal expenses, incidental thereto shall be borne by the contractor. If the

bidder fails to sign the agreement within the stipulated time. Tender selection committee reserves the right to forfeit the Earnest money deposit submitted by the contractor.

SECTION – II

BIDDING FORMS

FORM – 1

COVERING LETTER

(On the letter head of the bidder)

-
Managing Director,
West Bengal Medical Services Corporation Ltd.,
Swasthya Sathi,
GN 29, Bidhannagar, Sector –V,

Kolkata-700 091.

Sir,

Subject: Bid in response to your e-NIT bearing Bid Reference No. WBMSCL/ NIT-___/20.... dated ___/___/20... for providing **for providing general pest control, eradication of mosquitoes and rodent control services at College of Medicine & Sagore Dutta Hospital, Kamarhati.**

With reference to your e-NIT bearing Bid Reference No. WBMSCL/ NIT-___/20.. dated ___/../20... for selection of Service Provider for the above mentioned purpose, we hereby submit our Technical Bid and Financial Bid online for your consideration.

We do hereby confirm that we have gone through and accept all the terms and conditions of the Bidding Documents and e-NIT bearing Bid Reference No. WBMSCL/ NIT-___/20.. dated ___/..../20.... **for providing general pest control, eradication of mosquitoes and rodent control services at College of Medicine & Sagore Dutta Hospital, Kamarhati.**

We hereby give undertaking to make available to you any additional information it may find necessary to supplement or authenticate the proposal.

We have studied all the Bidding Documents carefully. We agree that we shall not be relying solely on the information provided in the Bidding Documents for submission of our bid.

We shall have no claim arising out of the Bidding Documents or information provided to us by the Corporation or in respect of any matter arising out of or relating to the bidding process including the award of the contract.

We agree to keep this bid valid for 120 (one hundred and twenty) days from the closing date of submission of the bids.

Yours faithfully,

For [Name of bidder]

[Signature]

Place:
[Name of authorized signatory]

Date: [Designation]

[Affix

rubber stamp of bidder]

FORM – 2

QUALIFICATION INFORMATION

(On the letterhead of the bidder)

1.
 - a) Name:
 - b) Address of the corporate headquarters:
 - c) Date of incorporation and / or commencement of business:

2. Brief description of the company / partnership including details of its main lines of business:

(Information and activities in brief of the bidder in not more than 1 page of A-4 size is required to be submitted which may be annexed to this Form)

3. Details of individual(s) who will serve as the point of contact/ communication for the bidder:

 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E.mail address:
 - (f) Fax Number:

4. Particulars of the authorised signatory of the bidder:

 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-mail address:
 - (f) Fax Number:

5. Number of years of experience of the bidder in the respective field of operation (as on date of submission of the bid):

6. Bank Account Details of the bidder (Name of the Bank, Branch and address, Type of Accounts, IFSC Code):

7. Staffing Plan and monitoring mechanism at all levels planned for this scheme for which the bidder is submitting the bid:

We do confirm that all information furnished in the bid is true to the best of our knowledge.

For (name of bidder)

Date:

[Signature]

Place:

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

FORM – 3**e-NIT ACCEPTANCE FORM**

(To be affirmed on stamp paper of appropriate value before Notary/ Magistrate)

AFFIDAVIT

This is to certify that we, M/s. _____, in submission of this bid confirm that all the terms and conditions of the Bidding Documents (Bid Reference No. WBMSCL/ NIT-___/20.. dated ___/./20..) and all its Sections, and all Addenda, Corrigenda and clarifications issued to the Bidding Documents are read and accepted without any modification or conditions.

For [Name of bidder]

Place:

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

[Date]

[Note: Technical evaluation of the bid will only be taken up after scrutiny of Form – 3 duly notarized]

FORM -4**DECLARATION BY WAY OF AFFIDAVIT**

(To be affirmed on stamp paper of appropriate value before Notary/ Magistrate)

AFFIDAVIT

This is to certify that we, M/s. _____, in submission of this bid confirm that:-

- a) We possess the necessary technical and financial resources and competence required by the Bidding Documents issued by the Corporation;
- b) We are not insolvent, in receivership, bankrupt or being wound up, nor have our affairs administered by a court or a judicial officer, nor have our business activities being suspended nor are they subject of legal proceedings;
- c) We have not been disqualified pursuant to any debarment or blacklisting proceedings to enter into any tender by the Government of India or any State Government or any of its Departments, authorities or bodies corporate under the Government of India or any State Government from participating in any project which continues as on the date of bid submission;
- d) We do not have a conflict of interest as specified in the Bidding Documents, which materially affects fair competition.

For [Name of bidder]

[Signature]

Place:

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

[Date]

[Note: Technical evaluation of the bid will only be taken up after scrutiny of Form – 4 duly notarised]

FORM – 5**POWER OF ATTORNEY IN FAVOUR OF SIGNATORY OF THE BID***(To be executed on non-judicial stamp paper of appropriate value)*

KNOW ALL MEN BY THESE PRESENTS THAT WE,[insert the name of the bidder]..... a company within the meaning of the Companies Act, 2013/ a partnership within the meaning of the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2009 and having its registered office/ office at[insert address](hereinafter referred to as the bidder) acting through[insert name of the person giving the Power of Attorney].....presently holding the position of (insert designation of the person giving the Power of Attorney) having been authorized by the partners/ Board of Directors inter alia, to execute contracts in the name of and for and on behalf of the bidder do hereby constitute, appoint and authorize (insert name, designation and residential address of the person to whom the Power of Attorney is being given)..... as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid in respect of Bid Reference No. WBMSCL/ NIT-___/20.. dated ___/.../20... of the (hereinafter “the Corporation”). We hereby further authorize the above attorney for signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid and such documents related to the bid, and providing responses and representing us in all the matters before the Corporation in connection with the bid for the said tender till the completion of the bidding process. We accordingly hereby nominate, constitute and appoint above named person, as the lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

We do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this Power of Attorney and the acts of the attorney to all intents and purposes are done as if the same had been done on behalf of the company if these presents had not been made.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____
, 20**.

For [Name of
bidder]

[Signature]

Place:

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

[Date]

Witnesses:

1.

2.

[Notarised]

Accepted

(Signature)

(Name, Title and Address of the Attorney)

FORM – 6**BOARD RESOLUTION IN FAVOUR OF SIGNATORY OF THE BID**

The Board, after discussion, at the duly convened meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956/2013, passed the following Resolution:

RESOLVED THAT Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for ***providing general pest control, eradication of mosquitoes and rodent control services at College of Medicine & Sagore Dutta Hospital, Kamarhati*** issued by (hereinafter “the Corporation”), including signing and submission of all documents and providing information / responses to the Corporation, representing us in all matters before the Corporation, and generally dealing with the Corporation in all matters in connection with our bid for the said Services.

Certified true copy

(Signature, Name and stamp of Company Secretary)

Notes:

- 1) *This certified true copy should be submitted on the letterhead of the bidder, signed by the Company Secretary.*
- 2) *The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.*

FORM – 7**LETTER OF FINANCIAL BID**

{On the letterhead of the bidder}

Date:

Managing Director,
West Bengal Medical Services Corporation Ltd.,
Swasthya Sathi,
GN 29, Bidhannagar, Sector –V,
Kolkata-700 091.

Sir,

Subject: Bid in response to your e-NIT bearing Bid Reference No. WBMSCL/NIT-___/20... dated ___./../20... for providing **general pest control, eradication of mosquitoes and rodent control services at College of Medicine & Sagore Dutta Hospital, Kamarhati.**

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instruction to Bidders (ITB) 8.
- b) We offer to provide the services in accordance to the Schedule of Requirements as provided in the Bidding Documents.
- c) Apart from the Monthly Contract Fee (upon deduction of taxes, as may be applicable) as per the GCC, nothing extra or additional, on any head or account will be paid by you to us.

- d) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until the formal Agreement is prepared and executed.
- e) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- f) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.

Yours faithfully,

[Signature]

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

[Date]

FORM – 8

FINANCIAL CAPACITY OF BIDDER

(On the letterhead of a Chartered Accountant)

Dated: [●]

Certificate of Financial Capacity

I/We certify that M/s _____, which is a company within the meaning of the Companies Act, 2013 / partnership firm within the meaning of Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2009 as per its audited books of accounts, has the following turnover in the last three financial years:

Financial Year

Turn Over

2020-2021

2019-2020

2018-2019

I/We further certify that the said turnover have been calculated in accordance to the formula specified in the Bidding Documents.

I/ We further certify that the bidder has a positive net worth, as on the date of submission of the bid, as per the formula provided in the Bidding Documents.

Name of Chartered Accountant:

Seal of Chartered Accountant:

[Signature]

[Name of Chartered Accountant]

{Registration No.]

FORM – 9

FINANCIAL SITUATION

Each bidder must fill in this form

	Financial Data		
	Year 1	Year 2	Year 3
	(2018-2019)	(2019-2020)	(2020-2021)

Information from Balance Sheet

1. Total Assets
2. Total Liabilities (secured loans, unsecured loans and current

liabilities)

3. Misc. expenditure to the extent
not written off

4. **Net worth (1-2—3)**

A. **Investments¹**

B. **Current Assets**

i. Inventories

ii. Sundry debtors

iii. Cash & Bank and other current
assets²

iv. Loans & Advances³

Total Current Assets

C. **Current liabilities and
provisions**

i. Current liabilities and
provisions

ii. Provisions

iii. Unsecured loans⁴

**Total Current liabilities and
provisions**

Information from Income Statement

Total Revenue

Profit before taxes

Profits after taxes

1. Investments shall include only those investments which are unencumbered as certified by the Statutory Auditor.

2. Cash & Bank and other current assets will not include margin money deposit, earnest money deposit, retention money, money lying in any escrow account, unbilled revenue.
3. Loans and advances shall not include tax deducted at source and advance tax, deposits lying with statutory authorities or deposits lying under any judicial order.
4. Amounts repayable within one year shall be included.

Attached are copies of financial statements (balance sheets including all related notes and income statements) for the financial years as indicated above, complying with the following conditions.

All such documents reflect the financial situation of the bidder

- i) Historical statements must be audited by a certified accountant
- ii) Historical statements must be complete, including all notes to the Financial Statements.
- iii) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

FORM – 10

FORM OF NOTIFICATION OF SHORT-LISTING

(BY SPEED POST WITH ACK. DUE)

(On the letter head of the Managing Director of the Corporation)

No. : _____ /

Dated :

Name & Address of the Shortlisted Bidder

Dear Sirs,

Sub: Bid Reference No. WBMSCL/NIT-___/20.. dated ___/.../20...

Ref: Your tender dated _____ and letter dated _____

This is to notify you that you had submitted a substantially responsive Technical Bid and a valid Financial Bid. Although your Financial Bid is not the L1 bid and you have failed to become the Selected Bidder, in terms of ITB 34.1, having submitted a substantially responsive Technical Bid and a valid Financial Bid, you are hereby selected as the Shortlisted Bidder. Your selection as the Shortlisted Bidder shall stay valid for a period of 12 months till _____ (specify date).

If at any time during the performance of the Agreement, the contract with the Selected Bidder is terminated, the Corporation shall be at liberty to call you to perform the Agreement and shall issue Notification of Award in your favour, for the unexpired period of the Agreement, upon you agreeing to render the services for the unexpired period of the Agreement at the L1 rate.

Pursuant to Clause 37.1 of the Instructions to Bidders, you will be required to furnish Performance Security for an amount of equal to 10% of the yearly contract value within 10 days of receipt of the Notification of Award.

Your letter referred to above shall form part of the Agreement.

Yours faithfully,

We confirm

For West Bengal Medical Services Corporation Ltd.

For [name of Selected Bidder]

[Managing Director]

[Signature]

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of Selected Bidder]

[Date]

FORM – 11

FORM OF NOTIFICATION OF AWARD

(BY SPEED POST WITH ACK. DUE)

(On the letter head of the Managing Director of the Corporation)

No. : _____ /

Dated :

Name & Address of the Selected Bidder

Dear Sirs,

Sub: Bid Reference No. WBMSCL/NIT-___/20.. dated ___/../20...

Ref: Your tender dated _____ and letter dated _____

This is to notify you that your bid under reference has been accepted by us at a rate of Rs ._____/sq ft per month (Rupees _____ only) for **for providing general pest control, eradication of mosquitoes and rodent control services at College of Medicine & Sagore Dutta Hospital, Kamarhati.**

Pursuant to Clause you are required to furnish Performance Security for an amount of 10% of the contract value within 10 days of receipt of this Notification of Award.

You are requested to contact..... of the Corporation to sign and date the Agreement and return the same to the undersigned. It may be noted that no payment shall be made for any services rendered by you till the Agreement is executed and till such time the Performance Security has been submitted by you.

This Notification of Award is being sent to you in duplicate and you are requested to return without delay one copy of the letter duly signed and stamped, in token of your acknowledgement.

Kindly note that this Notification of Award shall constitute a binding contract between us pending execution of formal Agreement.

The Effective Date for commencement of services shall be _____.

Your letter referred to above shall form part of the Agreement.

Yours faithfully,

We confirm

For West Bengal Medical Services Corporation Ltd.

For [name of Selected Bidder]

[Managing Director]

[Signature]

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of Selected Bidder]

[Date]

FORM – 12

CHECK-LIST OF DOCUMENTS

[To be filled and included with the physical copy of the bid]

Sl. No.	Document to be submitted	Checked by bidder	Checked by Corporation	Remarks
1.	Covering Letter (as per the format given in Form 1)			
2.	Qualification Information (as per format given in Form 2)			
3.	e-NIT Acceptance Form (as per format given in Form 3 hereof)			
4.	Declaration by way of Affidavit (as per format given in Form 4)			
5.	Power of Attorney in favour of signatory of the bid (as per format given in Form 5) or Board Resolution in favour of signatory of the bid (as per format given in Form 6) whichever is applicable			
6.	Letter of Financial Bid (as per format given in Form 7)			
7.	Financial Capacity of Bidder (as per format given in Form 8)			
8.	Financial Situation (as per format given in Form 9)			
9.	EMD Submission online receipt			
10.	Memorandum and Articles of Association/ Deed of Partnership			
11.	PAN Card			
12.	Relevant pages of passbook/ Bank Statement showing Account No. and IFS Code			

13.	License under The Contract Labour (Regulation & Abolition) Act, 1970			
14.	Certificate of registration under the Employees State Insurance Act, 1948			
15.	EPFO Registration Certificate			
16.	Letter recording GST identification number/ GST certificate			
17.	Income Tax Returns for the financial years 2018-2019, 2019-2020 and 2020-2021 (assessment years 2019-2020, 2020-2021 and 2021-2022)			
18.	Audited Balance Sheets for the financial years 2018-2019, 2019-2020 and 2020-2021			
19.	The bidder must have working experience of minimum three years in a hospital above 250 beds. Similar business shall mean pest, eradication of mosquitoes and rodent control services. Copies of documentary evidence of experience having successfully completed similar works during the last 3 years should be submitted			
20.	Entire Bidding Documents comprising of all the Sections duly signed and stamped			

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

In the Conditions of Contract (“these Conditions”), the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1 “**Authority**” means .

1.2 “**Contract**” means the Agreement, these Conditions, the Schedule of Requirements, the Notice inviting e-Tender and the Instructions to Bidders and the further documents (if any) which are listed in the Agreement.

1.3 “**Service Provider**” shall mean the Selected Bidder.

2. ENTRUSTMENT

The Authority has offered to the Service Provider and the Service Provider has accepted to provide the Services on a principal to principal basis, for a period of 12 months commencing from Effective Date on the terms and conditions more specifically set out hereinafter. The Service Provider shall not be granted any automatic extension upon completion of the period of 12 months.

From the Effective Date, the Service Provider will be required to deploy only such number of personnel as may be required for rendering the Services,

4. REPRESENTATIONS AND WARRANTIES BY THE SERVICE PROVIDER

The Service Provider warrants and represents that:

- (i) The person signing this Agreement on behalf of the Service Provider represents and covenants that he has the authority to so sign and execute this Agreement on behalf of the Service Provider for whom he is signing.
- (ii) The Service Provider is fully authorized and has all capacity and power to enter into and perform this Agreement in accordance with the terms and conditions stated herein.
- (iii) The execution of this Agreement does not violate any covenant stipulation/condition of any agreement/deed entered into by the Service Agreement with any third party.
- (iv) The Service Provider shall comply with all statutes, bye-laws, regulations (including all labour and service legislations) and requirements of any Government or other competent authority relating to them for conducting the matters, which are the subject matter of this Agreement.
- (v) The Service Provider have obtained all statutory licences and approvals necessary for carrying out the functions and has no legal impediments to perform the obligations hereunder.

5. COMPLIANCE WITH LAW

The Service Provider hereto agrees that it shall comply with all applicable laws, ordinances and codes in performing its obligations hereunder, including the procurement of licenses, approvals, certificates and any other requirements with regard to the Services to be provided hereunder. If at any time during the term of this Agreement, it comes to the attention of the Service Provider that it is or may be in violation of any law, ordinance, regulation or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), the Service Provider shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects.

6. COVENANTS OF THE SERVICE PROVIDER

The Service Provider covenants as follows:

(i) UNDERTAKING

The Service Provider agrees and undertakes to carry on the Services as per the Scope of Services mentioned hereinbefore. Additional jobs or modifications in the Services, if any may be carried out by the Service Provider upon payment of additional fees as may be fixed upon mutual agreement with the Authority.

(ii) APPROVALS AND LICENCES

The Service Provider covenants that it has the following licences/ registrations / approvals under the following laws :

- a) Registration Code under the Employees State Insurance Act, 1948
- b) Registration under The Contract Labour (Regulation and Abolition) Act, 1970 and The Contract Labour (Regulation and Abolition) Rules, 1971

c) Registration with Employees Provident Fund Organisation

The Service Provider shall specifically ensure the compliance of various laws / Acts, including but not limited to the above and their re-enactments / amendments / modifications now and thereafter imposed by the appropriate Government Authorities. The Service Provider shall keep the Authority indemnified against all losses, damages or liability arising out of or imposed in pursuance of any local laws / central laws (including labour laws).

(iii) PAYMENT TO EMPLOYEES

The Service Provider shall make due payment of the monthly wages in each calendar month in compliance with applicable law. It shall also be the sole liability of the Service Provider to make necessary deductions on account of provident fund, employees state insurance, taxes and the like. Under no circumstances, payment of wages to the employees shall be made contingent to the receipt of Monthly Contract Fee from the Authority and there should not be any delay in making payment of the monthly wages of the employees from the period as specified above.

(iv) RESPONSIBILITY FOR ALL CLAIMS OF ITS EMPLOYEES

The Service Provider covenants that it shall be solely responsible for all the claims of its employees. The Service Provider undertakes to indemnify the Authority towards any costs and consequences in respect of any complaint lodged or suits instituted against it by any employee for the Service Provider in this regard.

(v) UNIFORM

The Service Provider at its own expenses shall provide its employees with at least 2 sets of neat and clean uniforms. Winter accessories shall also be provided as a part of uniform by the Service Provider. The Service Provider must also ensure that all its employees always wear proper identity cards issued to them by the Service Provider and are always dressed in proper uniform..

(vi) ATTENDANCE RECORD

The Service Provider shall maintain a attendance for recording the attendance of the employees deployed by it. Such attendance will be required to be recorded on every shift for which the employees are being deployed and amongst its employees. The Authority through its representatives shall be entitled to verify and audit the attendance records and it shall be the duty of the Service Provider to produce such attendance records, when required.

The above list of covenants are only illustrative and not exhaustive and without prejudice to the general bearing of the term, covenants.

7. GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- (i) To ensure that the personnel deputed at the Corporation have adequate knowledge and experience of the Services required to be rendered and are punctual and disciplined in all manner.
- (ii) To ensure that the personnel deputed should be physically and medically fit, free from all infections / diseases. The Service Provider shall get its employees medically examined before deployment at the Corporation and submit medical fitness certificate as and when instructed by the Authority.
- (iii) To ensure at all material times that sufficient number of personnel are deployed at the facilities are always present and to ensure that if any of its employees who are require to make themselves present for rendering the Services as aforesaid, fails to make himself present, then replacement personnel for such employees shall be required to be sent by the Service Provider, having similar level of skill, qualification and training. Prior intimation of any personnel who are scheduled to take leave and the name and details of the replacement of such employees is to be provided by the Service Provider, at least 3 working days in advance.
- (iv) To ensure that none of its personnel are reporting on duty in a drunken state or under consumption of drugs and prohibited substances while on duty.
- (v) To ensure that the personnel who are deployed, have a prior experience of having worked satisfactorily in the post in which he/ she is being deployed and are of sound character and proven integrity and are qualified and competent to carry out the duties assigned to them.
- (vi) To provide the Authority with a list of the personnel (including list of replacement/ *badli* workers) to be deployed at all the facilities periodically, as may be required.
- (vii) To ensure that the personnel deployed maintain perfect discipline and behaviour and they shall not in any manner cause any interference, annoyance, nuisance to the officials and staff of the Authority in carrying out in discharge of their respective duties. The Authority shall be at liberty to object to and require the Service Provider to remove forthwith from the Corporation any person employed by the Service Provider if in the opinion of the Authority, such person has caused misconduct, is incompetent or negligent in proper performance of his duties or his employment is otherwise considered undesirable. The decision of the Authority shall be unquestionable and final and the Service Provider shall be under obligation to replace such a person.
- (viii) The personnel who are required to work in a particular shift shall not leave the MCH unless properly relieved by the next set of personnel of the following shift, as may be applicable. The MCH shall not be left unmanned at any time during the period of the Agreement.

8. FIDELITY INSURANCE COVER

The Service Provider agrees to get all their employees insured against any liability of compensation arising out of death / injury/ disablement etc. at work under the Workmen's Compensation Act, 1923 or under common law. During the pendency of the Agreement, the Service Provider will offer free of cost, value added fidelity guarantee insurance policy and professional indemnity policy of adequate value, which will cover all the Service Provider's employees for any negligent act, fraud, any direct / indirect act that leads to loss of property, information etc. at the facilities. These insurance policies will be made available to the personnel deployed at the MCH. The Service Provider agrees to indemnify against any claim that the Authority may have to meet in respect of Service Provider's workmen / employees on account of any accident or for any other reason.

9. ASSIGNMENT

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

10. MODIFICATION OF CONTRACT

If necessary, the Authority may, by a written order given to the Service Provider at any time during the currency of the Agreement, modify/ alter in the contract made by the Authority by enhancing or decreasing number of manpower needed at MCH which shall not exceed or be less than 40% of the present requirement for which the Service Provider shall be required to undertake the Services at the rates similar to that quoted in the Financial Bid.

1. CONSIDERATION

- (a) On and from the Effective Date till the date of termination/ the End Date (whichever is earlier), the Service Provider shall have the sole and exclusive right to demand, collect and appropriate the agreed Monthly Contract Fee from the Authority in accordance with this Agreement. No employee of the Service Provider shall make any demand of wages, fees, charges in any nature whatsoever to the Authority. Upon completion of each calendar month, the Service Provider will submit invoice / bill by the 10th of the succeeding month to the Authority at Swasthya Sathi building
- (b) Applicable Goods & Services Tax (GST) and other such taxes, cesses and levies will be claimed in the invoice/ bill by the Service Provider, payment whereof shall be made by the Authority along with the Monthly Contract Fee being disbursed to the Service Provider.

13. NO EMPLOYER – EMPLOYEE OR MASTER SERVANT RELATIONSHIP

It is clearly understood by the parties that the Service Provider's employees shall not have any employer-employee or master servant relationship with the Authority. The Service Provider shall be solely responsible for the payment of the wages and / or dues to its employees. Under no circumstances, the workmen / employees of the Service Provider shall be treated, regarded or considered or deemed to be the employees of the Authority and the Service Provider alone shall be responsible for the remuneration, wages, other benefits and service conditions of all the employees deployed by the Service Provider and shall indemnify and keep indemnified the Authority against any claim that may have to meet towards the employees of the Service Provider.

14. SERVICE PROVIDER'S INDEMNITY

The Service Provider shall indemnify the Authority against any claim, loss or damage occurred, or caused to the Authority due to willful acts, or omission or carelessness or negligence of the personnel employed by the Service Provider and undertake to protect the assets entrusted by the Authority and placed in the custody and care of the Service Provider.

15. TERMINATION

The Authority at its sole discretion will terminate the Agreement without notice and without payment of any compensation, in case of the following contingencies:

- (i) If the Service Provider or any of its employee, is found to be guilty of fraud or cheating or misappropriation of funds or property or any other offense involving moral turpitude, or
- (ii) If the Service Provider or any of its personnel engaged by it if found to be negligent, by the officers / personnel of the Authority in the performance of his / their duties, or
- (iii) If the Service Provider or any of its personnel engaged by it if found to be guilty of any misconduct or of any dereliction of their duties, by the officers / personnel/ agents of the Authority, or
- (iv) If the Service Provider fails to execute the work entrusted to the satisfaction of the Authority, or
- (v) If the Service Provider fails to discharge its legal obligations towards it's employees deployed at the facilities for a continuous period of 3 months or for a period of 4 months in a calendar year, or
- (vi) If for any reason, whatsoever, the Service Provider is not able to perform their part under this Agreement for continuous period of 10 (ten) days, or
- (vii) If the Service Provider commits breach of any of the clauses of the Agreement, or

Considering the emergency nature of the Services being rendered by the Service Provider, in addition to termination of the Agreement, if the Corporation is of the opinion that the nature of deficiency of the Services or the grounds of such termination is such that warrants the initiation of criminal and/ or blacklisting proceedings against the Service Provider, the Corporation shall be entitled to initiate such criminal and/ or blacklisting proceedings following due process of law and without prejudice to its rights of compensation for loss and damage caused by the Service Provider, as per the provisions of the GCC or otherwise.

16. VACATING THE FACILITIES

On expiry or earlier termination of the Agreement, for any reason whatsoever, the Service Provider and its personnel shall vacate the Corporation without any disruption /hindrance/problem of any nature and without causing any damage to the premises / property or to the employees / officers / personnel therein and the Service Provider shall submit its final invoice within 48 hours, after handing over of charge.

17. DISPUTE RESOLUTION MECHANISM

Unless settled amicably, all disputes and differences shall be settled by the parties by arbitration.

Unless otherwise agreed by both parties:

- (a) the dispute shall be settled under the rules of arbitration of the Arbitration & Conciliation Act, 1996 (including any amendment(s) or re-enactments thereof),
- (b) the dispute shall be settled by a sole Arbitrator to be appointed by the Principal Secretary, Department of Health & Family Welfare of the Government of West Bengal, India,
- (c) the arbitration shall be conducted in accordance with the rules of the Arbitration & Conciliation Act, 1996 (including any amendment(s) or re-enactments thereof),
- (d) the arbitration shall be held at Kolkata,
- (e) Courts at Kolkata shall alone have jurisdiction (to the exclusion of all other Courts) to entertain all disputes arising out of the Agreement, and
- (f) the arbitration shall be conducted in English.

18. MISCELLANEOUS

(a) Governing law and jurisdiction

This contract shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Kolkata shall have jurisdiction over matters arising out of or relating to this contract.

(b) Waiver of immunity

Each party unconditionally and irrevocably:

- (i) agrees that the execution, delivery and performance by it of the Agreement constitute commercial acts done and performed for commercial purpose;
- (ii) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to the Agreement or any transaction contemplated by the Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the party with respect to its assets;
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

(c) Delayed payments

The parties hereto agree that payments due from one party to the other party under the provisions of the Agreement shall be made within the period set forth therein, and if no such period is specified, within 15 (fifteen) days of receiving a claim supported by relevant documents. In the event of delay beyond such period, the defaulting party shall pay interest for the period of delay calculated at a rate equal to State Bank of India Savings Rate. However, delay in payment by the Authority to the Service Provider shall not be a ground for termination of the Agreement by the Service Provider unless such delay is more than 120 days from the last date of payment in terms of the Agreement.

(d) Waiver

Waiver, including partial or conditional waiver, by either party of any default by the other party in the observance and performance of any provision of or obligations under the Agreement:-

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under the Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the party; and
- (c) shall not affect the validity or enforceability of the Agreement in any manner.

Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of the Agreement or any obligation there under nor time or other

indulgence granted by a party to the other party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

(e) Exclusion of implied warranties etc.

The Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the parties or any representation by either party not contained in a binding legal agreement executed by both parties.

(f) Severability

If for any reason whatever, any provision of the Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to Dispute Resolution Mechanism set forth under the Agreement or otherwise.

(h) Third Parties

The Agreement is intended solely for the benefit of the parties and their respective successors and permitted assigns, and nothing in the Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a party to the Agreement.

(i) Successors and Assigns

The Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

(j) Notices

Any notice or other communication to be given by any party to the other party under or in connection with the matters contemplated by the Agreement shall be in writing and shall:

- (a) in the case of the Service Provider, be given by facsimile, by electronic mail or by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Service Provider may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Kolkata may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Kolkata may from time to time designate by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile, by electronic mail or by letter delivered by hand and be addressed to the Managing Director of the Authority with a copy

delivered to the Authority's Representative or such other person as the Authority may from time to time designate by notice to the Service Provider; and

- (c) any notice or communication by a party to the other party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

(k) Language

All notices required to be given by one party to the other party and all other communications, documentation and proceedings which are in any way relevant to this Service Agreement shall be in writing and in English language.

SCHEDULE - A

Form of Monthly Invoice

West Bengal Medical Services Corporation Limited

Date:

For the Month of:

:

Total number of personnel deployed

-

Rate per month	Total Amount

Remarks, if any

SECTION - IV

CONTRACT FORMS (COF)

FORM OF AGREEMENT

(on non judicial stamp paper of appropriate value)

THIS AGREEMENT is made on _____ day of _____ Two Thousand _____ between WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED (WBMSCL) hereinafter called the "Authority" (which expression shall, wherever the context so demands or requires, include their successors in office and assigns) of the One Part and M/s. _____ hereinafter called the "Service Provider" (which expression shall, wherever the context so demands or requires, include his/their successors and assigns) of the Other Part.

WHEREAS:

- A. The Authority has decided to outsource the entire job of *providing general pest control, eradication of mosquitoes and rodent control services at College of Medicine & Sagore Dutta Hospital, Kamarhati* to reputed and competent agency / agencies to be selected through a transparent and competitive bidding process.
- B. The Authority invited bids by its Notice Inviting e-Tender bearing Bid Reference No. WBMSCL/NIT-___/20..... dated __/./20.... (the "e-NIT") for selection of a Service Provider for providing *general pest control, eradication of mosquitoes and rodent control services at College of Medicine & Sagore Dutta Hospital, Kamarhati*.

- C. The Authority has prescribed the technical and financial terms and conditions, and invited bids from interested parties for undertaking the Services.
- D. After evaluation of the technical and financial bids received, the Authority had accepted the bid of the Service Provider being the Selected Bidder and issued Notification of Award No. [•] dated [•] (hereinafter called the “NoA”) pertaining to the Service Provider requiring, *inter alia*, the execution of this Agreement.

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

2. **Documents**

The following documents in conjunction with Addenda/Corrigenda to Bidding Documents shall be deemed to form and be read and construed as part of this Agreement. viz.

- i) Notice Inviting e-Tender.
- ii) Instructions to Bidders.
- iii) Schedule of Requirements.
- iv) Bidding Forms.
- v) General Conditions of Contract.
- vi) Contract Forms.
- vii) Amendment to Bidding Documents.

3. **Previous Communications**

The documents referred to in Cl. 2 above together constitute the entire Contract between the parties and supersedes all previous communications, whether oral or written, in relation, to the Services to be rendered in accordance with the Contract.

4. **Services**

In consideration of the payment to be made by the Authority to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Authority to render the Pest control Services in conformity in all respects with the provisions of the Contract.

5. **Payment**

The Authority hereby covenants to pay to the Service Provider in consideration of rendering the Pest control Services, the Monthly Contract Fee as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

6. **Commencement of the Services**

This Contract will remain in effect from the Effective Date and expire 12 months thereafter unless terminated earlier in accordance with the provisions of the Contract.

7. **Acknowledgement**

The Service Provider shall confirm acceptance of the terms of this Contract by signing and returning to the Authority, the duplicate copy enclosed herewith within a period of 14 days from date of receipt of Notification of Award.

IN WITNESS whereof the parties hereto have caused their respective hands to be hereinto affixed the day and year first above written.

In the capacity of _____

On behalf of M/s. _____ (Service Provider)

Witnesses (Signature, name & Designation)

1.

2.

For and on behalf of WBMSCL (The Authority)

In the presence of

Witnesses (Signature, Name & Designation)

1.

2.

FORM OF PERFORMANCE SECURITY

(To be executed on stamp paper of appropriate value)

B.G. No.

Date: [●]

Managing Director,

West Bengal Medical Services Corporation Ltd.,

Swasthya Sathi,

GN 29, Bidhannagar, Sector –V,

Kolkata-700 091.

WHEREAS

In consideration of West Bengal Medical Services Corporation Ltd. (WBMSCL) having agreed under the terms and conditions of Agreement made vide its Notification of Award No. _____ dated _____ in favour of _____, a _____ registered under the _____ Act, _____ and having its registered office/ office at _____ (hereinafter called "the said Service Provider", which expression shall unless it be repugnant to the subject or context thereof include its successors-in-interest and/ or assigns) ***'for providing general pest control, eradication of mosquitoes and rodent control services at College of Medicine & Sagore Dutta Hospital, Kamarhati .'*** under Bid Reference No. : WBMSCL/NIT-___/20.... dated ___/.../.20....

(hereinafter called the said "Agreement") the Service Provider having agreed to production of an irrevocable Bank Guarantee for (10% of the contract value) as a Guarantee for compliance of its obligations in accordance with the terms and conditions in the said Agreement:

1. We [Name of the Bank], having our registered office at _____ and a branch at _____ (hereinafter referred to as the "Bank"), at the request of the Service Provider, do hereby in terms of the bidding documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and performance of the obligations of the said Service Provider as contained in the said bidding documents and unconditionally and irrevocably undertake to pay forthwith to WBMSCL at A/c. No. 105605003391 of "" with ICICI Bank, Bidhan Nagar Branch, IFS Code: ICIC0001056, an amount of (10% of the contract value) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Service Provider, if the Service Provider shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents and on its part to be paid, observed and performed.
2. Any such written demand made by WBMSCL stating that the Service Provider is in default of the due and faithful fulfilment and performance of the obligations of the Service Provider contained in the bidding documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Service Provider or any other person and irrespective of whether the claim of WBMSCL is disputed by the Service Provider or not merely on the first demand from WBMSCL stating that the amount claimed is due to WBMSCL by reason of failure of the Service Provider to fulfil and perform its obligations contained in the bidding documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.
4. This Guarantee shall be irrevocable and remain in full force for a period of not less than 12 months from date and thereafter for such extended period as may be mutually agreed between WBMSCL and the Service Provider, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that WBMSCL shall be the sole judge to decide as to whether the Service Provider is in default of due and faithful fulfilment and performance of its obligations contained in the bidding documents and the decision of WBMSCL that the Service Provider is in default as aforesaid shall be final and binding on us, notwithstanding any differences between WBMSCL and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider or the Bank or any absorption, merger or amalgamation of the Service Provider or the Bank with any other person.

7. In order to give full effect to this Guarantee, WBMSCL shall be entitled to treat the Bank as the principal debtor. WBMSCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said bidding documents or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said bidding documents by the said Service Provider or to postpone for any time and from time to time any of the powers exercisable by it against the said Service Provider and either to enforce or forbear from enforcing any of the terms and conditions contained in the said bidding documents or the securities available to WBMSCL and the Bank shall not be released from its liability under these presents by any exercise by WBMSCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Agent or any other forbearance, act or omission on the part of WBMSCL or any indulgence by WBMSCL to the said Agent or by any change in the constitution of WBMSCL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for WBMSCL to proceed against the said Service Provider before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which WBMSCL may have obtained from the said Service Provider or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of WBMSCL in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs (10% of the contract value) and this Guarantee shall be valid for a period of 12 months. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

Dated: _____

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)