



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 Facility Management Services at
Swasthya Bhawan.**

Bid Reference No.: WBMSCSCL/NIT- 122 / 2024 Dated – 16 /02/2024

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SECTION – I**NOTICE INVITING e-TENDER**

***from eligible bidders* providing Facility Management Services at Swasthya Bhawan**

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.: WBMSCSCL/NIT- 122 /2024 Dated – 16 .02.2024

Introduction: -

1. *West Bengal Medical Services Corporation Limited* (for short “WBMSCSCL” or the “Corporation”), invites bids from competent and experienced contractor/agency for providing Facility Management Services at Swasthya Bhawan having its office at Swasthya Sathi, GN - 29, Sector – V, Salt Lake, Kolkata- 700091, (for short “the Swasthya Sathi Building”) for a period of 3 (three) years, performance will be renewed at end of each completed year.
2. The Corporation thus hereby invites bids from eligible and qualified Indian bidders through ‘e-tendering’ for providing Facility Management Services in 2-BID SYSTEM and as described in detail in the Scope of Services in the Schedule of Requirements.
3. Intending bidders may download the Bidding Documents from the websites www.wbmsc.gov.in, <https://wbtenders.gov.in>, www.wbhealth.gov.in & www.egiyebangla.gov.in
4. Earnest Money Deposit (EMD)/ Bid Security of Rs. 300000/- (Rupees three lakhs only) for the tender, is to be paid by intending bidders electronically online, through its net banking

enabled bank account, maintained at any bank or through any bank by generating NEFT/ RTGS challan from the e-tendering portal. Intending bidders will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e-Proc Ref. No. Upon completion of the tender process, the Earnest Money submitted by the Selected Bidder will be kept in reserve, as part of the Performance Security, while the Earnest Money submitted by the unsuccessful bidders will be refunded to their respective bank account(s).

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

Technical capacity requirements are as follows: -

(a) The bidder must be a proprietorship firm or Partnership firm or Private Limited company or Public Limited Company. In case of Partnership Firm, it must be registered under Partnership Act. In case of Private Limited Company or Public Limited Company it must be registered under the Indian Companies Act, 1956.

(b) Joint Venture / consortium bids :-

Joint venture/Consortium is permitted for the bidder who does not have direct experience and expertise in providing security services. Such bidder can enter into a legally valid joint venture agreement/consortium agreement with any reputed security agency who possess adequate manpower and expertise and valid License under Private Security

Agency Regulation Act (PSARA) and other infrastructure facilities for providing security services as per the terms of the bidding document. Accordingly the members of the Joint venture should be only **two** (i.e.) the housekeeping agency as the lead member and security services agency the other consortium member.

- (c) The lead/prime bidder being the housekeeping agency, should meet all the eligibility criteria called for in the bidding document for the bidder. However the bidder should also furnish credentials and all other documents of the security agency for the security services to be provided by them as per the terms of the bidding document.
- (d) The bidder shall produce records satisfactorily evidencing supply of manpower, for a minimum period of 180 days, of at least 50 in number to a minimum of 5 (five) organisations in India deployed at a single site/ office of each organisation, for carrying out either security services or housekeeping services or patient support services or all the 2 (two)/ 3(three) category of services, out of which 2 (two) shall be in hospitals/ health care facilities, within the last 3 (three) financial years, viz. 2020-2021, 2021-2022 & 2022-2023.
- (e) 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.
- (f) The bidder shall have a valid license under The Contract Labour (Regulation & Abolition) Act, 1970 and registration under the Employees State Insurance Act, 1948.
- (g) The bidder shall have a valid registration of Employees Provident Funds Organisation (EPFO).
- (h) The bidder shall have a valid PAN.

The bidder shall have valid GST certificate/ letter recording GST identification number

8. The tender inviting and accepting authority will determine the eligibility of each bidder on the basis of the Technical Bid submitted by the bidder.
9. 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.
10. 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.

11. Total serviceable area where Facility Management Services (FMS at swasthya bhawan campus is 182092 sq.ft

Swasthya Bhawan Building area calculation

Sl. No.	Building Name	Floor	Area in Sqm.
1	Swasthya Bhawan Main Building	Ground floor	1773
		1st floor	1545
		2nd floor	1773
		3rd floor	1545
		4th floor	1545
		5th floor	810
		6th floor	810
2	Granthagar Bhawan	Ground floor	278
		1st floor	278
		2nd floor	278
3	Substation	Ground floor	274
4	Drivers' Room	Ground floor	86
5	SHTO Building	Ground floor	606
		1st floor	606
		2nd floor	606
		3rd floor	606
6	WBHRB	1st floor	1168
		2nd floor	1168
		3rd floor	1168
		Total	16923
		Total	182092 sq ft

- 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	17/02 /2024
2	Pre-bid meeting	20 /02 /2024 at 16:00 hrs
3	Last date & time for seeking clarification through email	21/02/2024 upto 17:00 hrs
4	Bid submission start date (online)	22/02 /2024 at 10:00 hrs
5	Bid submission closing (online)	11 /03/2024 upto 14:00hrs
6	Last date & time for submission of physical copy of the uploaded Technical Bid (offline)	13 /03/2024 upto 14:00hrs
7	Date & time of opening of Technical Bids	13 /03/2024 after 15:00hrs
8	Technical Bid evaluation	After opening of Technical bids on /03/2024
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. In addition to the above, bidders are advised to note carefully the instructions contained in the 'Instructions to Bidders' (ITB) and conditions in the General Conditions of Contract and other documents as per ITB 6.1 before bidding.

17. Conditional/incomplete bids will not be accepted under any circumstances.

18. 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.

19. 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.
20. 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.
21. 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, except as provided in ITB 16.2;
 - (b) If a bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1;
 - (c) If the bidder is declared disqualified in terms of ITB 4.3;
 - (d) If the Selected Bidder fails to:
 - i) sign the Agreement in accordance with ITB 36.1;
 - ii) furnish a Performance Security in accordance with ITB 37.1; or
 - (e) If a bidder is otherwise in breach of the terms of the Bidding Documents.
22. 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.
23. The contractor should submit the proof of statutory deduction i.e FPF, ESI taxes etc of the workers engaged of previous month during submission of current bill,
24. If the L1 bidder at any time during the period of contract are not eager to continue the

services for remaining months than they will be directly back listed and will not be allowed to participate in any future tenders of WBMSCL. In the last one year agency those were terminated by WBMSCL or the agency who surrender themselves before completion of the service period for providing FMS will not be allowed to participate in this tender

25. Copy of valid license for providing pest control services under the Insecticide Rules, 1971/ copy of agreement entered with pest control service provider along with license for providing pest control services under the Insecticide Rules, 1971, of such pest control service provider;

SECTION – II
INSTRUCTIONS TO BIDDERS (ITB)

A. General

1. Scope of Bid
- 1.1 In connection with the Notice Inviting e-Tender from eligible bidders for providing Facility Management Services at Swasthya Bhawan having its office at Swasthya Sathi, GN - 29, Sector – V, Salt Lake, Kolkata-700091, (for short “the Swasthya Sathi Building”) issues the Bidding Documents for selection of the Service Provider for providing Security & Housekeeping Services at West Bengal Medical Services Corporation Limited
- The tender is invited online and submission of bids will also be online as detailed in the e-NIT.
- 1.2 Throughout the Bidding Documents:
- (a) the term "in writing" means communicated in written form and delivered against receipt;
- (b) the terms 'bid' and 'tender' and their derivatives (bidder/tender, bid/tender, bidding/tendering, etc.) are synonymous.
- (c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (d) "day" means calendar day.
2. General guidance for
- 2.1 Registration of bidder

e-tendering

Any bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the State Government e-procurement system at <https://wbtenders.gov.in>. The bidder is to click on the link for e-tendering as given on the web portal and if required, may contact e-procurement Help Desk at Jalasampad Bhavan, 7th Floor, DVC Cell, Salt Lake, Kolkata, Phone: (033)2334-6098.

2.2 Digital Signature Certificate (DSC)

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC). Details are available on the website <https://wbtenders.gov.in>. The DSC is given as a USB e-token.

Bidders can search and download the e-NIT and Bidding Documents electronically once it logs on to the website mentioned in Sl. No. 3 of the e-NIT. This is the only mode of collection of Bidding Documents.

Bidders are also advised to upload relevant documents well in advance under the “My Documents” Tab at <https://wbtenders.gov.in> so that those can later be selected and attached during bid submission. This is likely to ensure hassle free upload of bid documents.

The speed of upload is dependent on the memory available in the system as well as the network bandwidth used. In case there are space constraints, bidders are advised to scan the documents in 75-100 DPI so that optimal clarity is maintained.

The Corporation will not be responsible for any delay

or difficulties faced during the submission of bids online by the bidders due to connectivity or other issues.

3. Corrupt Practices
- 3.1 The Corporation requires that bidders observe the highest standard of ethics during the bidding process and during execution of such contract. In pursuance of this policy, the Corporation:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice"/"bribery" means the offering, giving receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party or influencing the process procuring goods or services or executing contracts;
 - (ii) "fraudulent practice"/"fraud" means any act or omission, including a misrepresentation of information or facts, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation or to influence the process procuring goods or services or executing contracts, to the detriment of the Corporation or other participants;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party or designed to result in bids at artificial prices that are not competitive;

(v) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

- (b) will reject a proposal to award a contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for the contract in question; and
- (c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any tender/bidding process of the Corporation if it at any time determines that the party has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for, or in executing, a contract of the Corporation.
- (d) will cancel or terminate a contract if it determines that a bidder /party has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive

practices in competing for, or in executing, a contract with the Corporation.

- (e) will normally require an agent of the Corporation to allow the Corporation or any person that the Corporation may designate, to inspect or carry out audits of the bidder's accounting records and financial statements in connection with the Agreement.

4. Eligible Bidders

4.1 Bidders shall have to meet the following eligibility criteria for qualifying for being considered :

- (a) A bidder shall be a single company limited by shares (private or public)/ partnership firm including a limited liability partnership firm registered under the appropriate laws of India. Joint bids in a consortium will not be entertained;
- (b) A bidder must produce records satisfactorily evidencing supply of manpower for a minimum period of 180 days, of at least 50 in number to a minimum of 5 (five) organisations in India deployed at a single site/ office of organisation, for carrying out Security & Housekeeping Services, within the last 3 (three) financial years, viz. 2020-2021,2021-2022 & 2022-2023;
- (c) A bidder must have an average annual turnover of at least Rs. 12(twelve) Crore in the last 3 (three) financial years, viz. 2020-2021,2021-2022 & 2022-2023
- (d) The bidder has not been barred 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 for participating in any project and the same subsists on the day of submission of the bid.

4.2 A bidder shall have to furnish the following documents:

- (a) Copy of PAN Card;
- (b) Copy of Income Tax Returns for the financial years 2020-2021,2021-2022 & 2022-2023 (assessment years 2021-2022, 2022- 2023 2023-2024)
- (c) Copy of documents of incorporation (i.e. Certificate of Incorporation and Memorandum and Articles of Association for companies and Partnership Deed for partnership firms);
- (d) Audited Annual Accounts for the financial years 2020-2021,2021-2022 & 2022-2023;
- (e) Notarised Power of Attorney/ Board Resolution in favour of signatory of bid and accompanying documents;
- (f) Copy of documents in respect of Bank Account where payment will be transmitted upon being awarded contract [copy of relevant pages of passbook and/ or latest Bank Statement];
- (g) Statement of Annual Turnover during the financial years 2020-2021,2021-2022 & 2022-2023 certified by a Chartered Accountant (CA);
- (h) Declaration by way of affidavit;

- (i) Certificate from a minimum of 2 service recipients, stating that the services rendered have been satisfactory and no adverse report was obtained;
- (j) Copy of license under The Contract Labour (Regulation & Abolition) Act, 1970;
- (k) Copy of Certificate of Registration under the Employees State Insurance Act, 1948;
- (l) Copy of EPFO Registration Certificate;
- (m) Copy of GST certificate/ letter recording GST identification number;
- (n) Copy of valid license under The Private Security Agencies Regulation Act, 2005.(mou allowed)

4.3 The Corporation considers a conflict of interest to be a situation in which a party has an interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitutes a prohibited practice by the Corporation which requires that bidders, suppliers, and contractors under contracts with the Corporation, observe the highest standard of ethics and will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- (a) they have controlling shareholders in common;
- (b) they receive or have received any direct or indirect subsidy from any of them;
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Corporation regarding this bidding process.

4.4 A bidder who is under a declaration of ineligibility by the Corporation in accordance with ITB 3 or by any Department of Government of India or Government of West Bengal, at the last date for bid submission or thereafter during process of evaluation, shall be disqualified.

4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Corporation, as the Corporation shall reasonably request.

5. Requirements

5.1 The bidders are cautioned to read the Schedule of Requirements carefully, as there may be special requirements.

The requirements outlined are the minimum requirements for the services sought. The number of persons deployed and the services offered by them must meet the requirements mentioned in the Schedule of Requirements and the terms and conditions of the

GCC.

B. Contents of Bidding Documents

6. Sections of Bidding Documents 6.1 The Bidding Documents consists of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda/Corrigenda issued in accordance with ITB 8.
- PART I Bidding Procedures
- Section I – Notice Inviting e-Tender (e-NIT)
- Section II – Instructions to Bidders (ITB)
- PART II Requirements
- Section III – Schedule of Requirements (SoR)
- Section IV – Bidding Forms (BDF)
- PART III Contract
- Section V – General Conditions of Contract (GCC)
- Section VI – Contract Forms (COF)
- 6.2 The Corporation is not responsible for the completeness of the Bidding Documents and their Addenda/Corrigenda, if they were not obtained directly from the source stated by the Corporation in the e-NIT.
- 6.3 The bidder is expected to examine all instructions, forms, terms, and requirements in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- 6.4 All the Sections forming part of the Bidding Documents are to be taken as mutually explanatory of one another.

For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the General Conditions of Contract and the Agreement,
- (b) the Schedule of Requirements,
- (c) the Notice Inviting e-Tender and the Instructions to Bidders,
- (d) the Bidding Forms.

7. Clarification of Bidding Documents, Pre-Bid Meeting
- 7.1 A prospective bidder requiring any clarification of the Bidding Documents shall contact the Corporation in writing by sending an e.mail to the Corporation's e.mail address at ml@wbmsc.gov.in or raise its queries during the pre-bid meeting in accordance with ITB 7.4 and ITB 7.5. Should the Corporation deem it necessary to amend the Bidding Documents as a result of a request for clarification, it shall do so following the procedure under ITB 8.
- 7.2 The bidder's designated representative is invited to attend a pre-bid meeting at the office of the Corporation at Swasthya Sathi, GN-29, Sector - V, Salt Lake, Kolkata - 700 091 on 20.02.2024 from 04:00 PM onwards. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.3 The bidder is requested, as far as possible, to submit any questions in writing, to reach the Corporation not later than the time and date mentioned in the e-NIT (Sl. 13).

- 7.4 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded in the e-tender portal i.e. <https://wbtenders.gov.in> within 7 (seven) days from the date of pre-bid meeting. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Corporation exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
8. Amendment of Bidding Documents/
Extension of deadlines
- 8.1 Any addendum/ corrigendum issued shall be part of the Bidding Documents and shall be uploaded in the e-tender portal i.e. <https://wbtenders.gov.in> and also at www.wbmsc.gov.in.
- 8.2 To give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids or for other causes and consideration, the Corporation may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

9. Costs of Bidding
- 9.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Corporation shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid 10.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Corporation, shall be written in English only. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, such translation shall be relied on.

11. Documents 11.1 Tenders are to be submitted online following the process mentioned in Sl. Nos. 5 of the e-NIT in two folders, one being the Technical Bid and the other being the Financial Bid before the prescribed date and time. The documents are to be uploaded scanned for viruses and duly digitally signed so that the documents will get encrypted (transformed into non readable formats).

11.2 The Technical Bid shall comprise of the scanned copies of the following documents in one folder :

Statutory cover of Technical Bid containing:

To be filled in FORM folder:

(i) Covering Letter (duly filled in) as per format given in Form- 1 of Section – IV (Bidding Forms)

(ii) Qualification Information (duly filled in by the bidder), as per format given in Form – 2 of Section - IV (Bidding Forms)

(iii) e-NIT Acceptance Form, as per format given in Form – 3 of Section - IV (Bidding Forms)

(iv) Power of Attorney in favour of signatory of the bid, as per format given in Form – 5 of Section - IV (Bidding Forms)/ Board Resolution in favour of signatory of the bid, as per format given in Form – 6 of Section - IV (Bidding Forms)

(v) Letter of Financial Bid, as per format given in Form – 7 of Section - IV (Bidding Forms)

To be filled in DRAFT folder:

Copy of the online submission receipt towards Earnest Money Deposit (EMD) as prescribed in the e-NIT.

To be filled in NIT folder:

(i) e-NIT (Section - I) and Instructions to Bidders (Section - II) (uploaded with digital signature)

(ii) General Conditions of Contract (Section - V)

(iii) Schedule of Requirements (Section - III)

Non-statutory (My Documents) Cover containing

To be filled in CERTIFICATES folder:

(a) Copy of PAN Card

(b) Copy of Bank Account documents (passbook and/ or bank statement)

(c) Copy of valid licence under The Contract Labour (Regulation & Abolition) Act, 1970

(d) Copy of Certificate of Registration under the Employees State Insurance Act, 1948

- (e) Copy of EPFO Registration Certificate
- (f) Copy of GST certificate/ letter recording GST identification number
- (g) Copy of Income Tax Returns for the financial years 2020-2021,2021-2022 & 2022-2023 (assessment years 2021-2022,2022-2023 & 2023-2024).

To be filled in COMPANY DETAILS folder:

Copy of documents of incorporation (i.e. Memorandum and Articles of Association and Certificate of Incorporation for companies and Partnership Deed for partnership firms)

To be filled in FINANCIAL INFO folder:

Form - 9 with Audited Balance Sheet for financial years 2020-2021,2021-2022 & 2022-2023;

To be filled in DECLARATION folder:

Declaration by the bidder, as per format given in Form - 4 of Section - IV (Bidding Forms)

To be filled in CREDENTIAL 1 folder:

- (a) Documents showing experience in supply of manpower for a minimum period of 180 days of at least 50 (fifty) in number to a minimum of 5 (five) organisations in India deployed at a single site/ office of each

organisation, for carrying out either for carrying out Security & Housekeeping Services within the last 3 (three) financial years, viz. 2020-2021, 2021-2022 & 2022-2023;

(b) Client Certificate from the service recipients stating that the service has been satisfactory and no adverse report was obtained (minimum 2).

N.B. – Mere Certificate of Award of Work will not suffice the requirements of (b) above.

In case of failure to submit any of the above mentioned documents (for both statutory and non statutory cover) in respective folders, the Corporation may summarily reject the bid.

11.3 The Financial Bid shall comprise of the BoQ which is to be filled in the following manner:

To be filled in BoQ folder:

Financial Bid will be the sum total of rates quoted for 3 three financial years by the bidder (in INR) on per square foot of serviceable area per month basis for providing consumables, equipment, uniform and service charges etc of the FMS work including the overtime charges payment to the FMS staffs that may incur every month. Selected L1 Bidder by online tender will be paid separately total manpower charges including their PF, ESI Bonus, as per the minimum wages. Government of West Bengal pay matrix. There shall be no other sum payable on any head to the bidder.

Bidders need to quote rate for the financial years 2024-2025, 2025-2026 & 2026-2027.

The bidder is to quote the rate online in the space marked for quoting rate in the BoQ.

(2) Failure to submit rate on per square foot per month basis for facility management services (in INR) for financial year 2024-2025, 2025-2026 & 2026-2027 shall result in the Financial Bid being rendered non-responsive and lead to disqualification from the bidding process.

(3) Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder.

- | | | | |
|-----|------------------------------|------|--|
| 12. | Letters of Bid and Schedules | 12.1 | The Letters of Technical Bid shall be prepared using the relevant forms furnished in Section - IV (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. |
| 13. | Bid Prices | 13.1 | The prices quoted by the bidder in the Financial Bid shall conform to the requirements specified below. |
| | | 13.2 | Financial Bid will be the sum total of rates quoted by the bidder (in INR) in 3 financial years on per square foot of serviceable area per month basis for providing consumables, equipment, service charges of the bidder, uniforms etc of the FMS work including the overtime charges payment to the FMS staffs that may incur every month. Selected Bidder through online tender will be paid separately manpower charges including their PF, ESI Bonus as per the minimum wages. Government of West Bengal pay matrix. There shall be no other sum payable on any head to the bidder . |

The price to be quoted in the Financial Bid, in accordance with the BoQ, shall be the rate per square foot of serviceable area per month basis (in INR) for the financial years 2024-2025, 2025-2026 & 2026-2027 to be charged by the bidder for providing facility management services (FMS) as per the Schedule of Requirements which shall be exclusive of all rates, levies and taxes. Only a fixed rate per square foot of serviceable area per month (up to two decimal places) can be quoted by the bidder irrespective of the number of the personnel being required to be deployed from time to time. GST and other applicable rates and cesses, will be claimed separately in the monthly bill/ invoice, which shall be disbursed by the Corporation.

- 13.3 The rate quoted by the bidder is not subject to any discount or adjustment.
14. Currencies of Bid and Payment 14.1 The rate shall be quoted by the bidder entirely in Indian National Rupees (INR) only. The Corporation shall be entitled to reject any bid, if the same has been submitted in any other currency.
15. Documents Establishing the Qualifications of the Bidder 15.1 To establish its qualifications to perform the obligations under the Agreement, the bidder shall provide the information requested in the corresponding information sheets included in Section - IV (Bidding Forms).
16. Period of Validity of Bids 16.1 Bids shall remain valid for a period of 120 days after the bid submission deadline date prescribed by the Corporation. A bid valid for a shorter period shall be rejected by the Corporation as non responsive.

- 16.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Corporation may request bidders to extend the period of validity of their bids. The request and the response shall be in writing. A bidder may refuse the request without forfeiting its Bid Security. A bidder accepting the request shall not be required or permitted to modify its bid.
17. Bid Security
- 17.1 The bidder shall upload copy of the online submission of EMD receipt.
- 17.2 Any bid not accompanied by Bid Security as required in accordance with ITB 17.1, shall be rejected by the Corporation as non responsive.
- 17.3 The Bid Security may be forfeited:
- (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder, except as provided in ITB 16.2;
 - (b) If a bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1;
 - (c) If the bidder is declared disqualified in terms of ITB 4.3;
 - (d) If the Selected Bidder fails to:
 - i) sign the Agreement in accordance with ITB 36.1;
 - ii) furnish a Performance Security in accordance with ITB 37.1;
 - (e) If the bidder is otherwise in breach of the terms of the Bidding Documents.

18. Format and Signing of Bid 18.1 The bid shall be digitally signed by a person or persons duly authorized to sign on behalf of the bidder as stated in Sl. No. 22 of the e-NIT.

D. Submission and Opening of Bids

19. Submission of Tenders 19.1 Tenders are to be submitted online as stated in Sl. Nos. 5 and 6 of the e-NIT in two folders at a time, one being Technical Bid and the other being Financial Bid within the prescribed date and time. The documents are to be uploaded after being scanned for viruses and duly digitally signed, so that the documents will get encrypted (transformed into non readable formats).
- In addition, the bidders shall submit a physical copy of all the Technical Bid documents so uploaded, duly indexed and paginated, at the office of the Corporation not later than the date and time mentioned in the e-NIT in Sl. 13, to facilitate evaluation of bids. The physical copies of the Technical Bid documents should be submitted in one envelope. Bidders as part of the physical copy of their Technical Bids shall also submit a Checklist of documents as per Form – 13 in Section – IV (Bidding Forms). The bidder shall tick mark the column titled “**Checked by bidder**” to indicate that the respective document is being submitted as part of the Technical Bids. The columns titled “**Checked by Corporation**” and “**Remarks**” shall be left blank by the bidder.

20. Deadline for Submission of Bids
- 20.1 Complete bids (including Technical and Financial) must be uploaded in the e-tender website i.e. <https://wbtenders.gov.in> not later than the date and time as mentioned in the e-NIT in Sl. 13.
- 20.2 The Corporation may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
21. Bid Opening
- 21.1 The Technical Bid will be opened online by the authority receiving tenders or by its authorized representative at time, date and the place specified in the e-NIT in Sl. 13 in the manner specified in the e-NIT. The authority receiving tenders or its authorized representative shall decrypt all Technical Bids submitted by the bidders and copy its contents any storage device such as a compact disc, pen drive or hard drive. The authority receiving tenders or its authorized representative may take print outs of all Technical Bids. The date and time for online opening of Financial Bid will be as per Sl. 13 of the e-NIT. The manner of online opening of Financial Bid will be same as Technical Bid opening and the authorized representatives of the technically qualified bidders will be required to attend the opening of Technical Bid.

21.2 All folders containing the Technical Bids shall be opened one at a time, and the following recorded:

- (a) the name of the bidder;
- (b) the presence of a Bid Security,
- (c) the presence of e-NIT Acceptance Form as per Form - 3 and Declaration by way of Affidavit as per Form - 4 in Section - IV (Bidding Forms) and
- (d) any other details as the Corporation may consider appropriate.

Only those documents forming part of Technical Bids recorded at bid opening shall be considered for evaluation, subject to what is contained in Sl. 7 of the e-NIT.

21.3 If the Bid Security or the e-NIT Acceptance Form or the Declaration by way of Affidavit is not present as part of the Technical Bid of any bidder, the Corporation will not go into detailed evaluation of the Technical Bid of such bidder and will summarily reject such Technical Bid.

21.4 The Corporation shall prepare a record of the opening of Technical Bids. A copy of the record may be uploaded on the website <https://wbtenders.gov.in> and also at www.wbmsc.gov.in.

21.5 At the end of the evaluation of the Technical Bids, the Corporation will upload on <https://wbtenders.gov.in> and also at www.wbmsc.gov.in, names of the bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for opening of Financial Bids.

21.6 The Corporation shall conduct the opening of the Financial Bid of all bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified in terms of ITB 26. All folders containing Financial Bids shall be opened one at a time and the following recorded:

- (a) the name of the bidder;
- (b) the Financial Bid; and
- (c) any other details as the Corporation may consider appropriate.

Only the BoQ shall be considered for evaluation of the Financial Bid, subject to what is contained in Sl. 6 of the e-NIT. No bid shall be rejected at the time of opening of Financial Bids except when the Financial Bid is not in accordance with the Bidding Documents.

E. Evaluation and Comparison of Bids

22. Confidentiality
- 22.1 Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Award of contract is communicated to all bidders.
- 22.2 Any attempt by a bidder to influence the Corporation in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

23. Clarification of Bids 23.1 To assist in the examination, evaluation and comparison of the Technical and Financial Bids, the Corporation may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Corporation shall not be considered. The Corporation's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid, or, prices in the Financial Bid shall be sought, offered, or permitted.
- 23.2 If a bidder does not provide clarifications of its bid by the date and time set in the Corporation's request for clarification, its bid may be rejected.
24. Deviations, 24.1 During the evaluation of bids, the following Reservations, and definitions apply:
Omissions
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
25. Preliminary 25.1 The Corporation shall examine the Technical Bid to Examination of confirm that all documents and technical Technical Bids documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the bid may be rejected.

26. Responsiveness of Technical Bid
- 26.1 The Corporation's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 26.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Corporation, or the bidder's obligations under the proposed contract; or
 - (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 26.3 The Corporation shall examine the technical aspects of the bid submitted to confirm that all requirements have been met without any material deviation or reservation.
- 26.4 If a bid is not substantially responsive to the requirements of the Bidding Documents and is rejected by the Corporation, it may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
27. Nonconformities, Errors, and Omissions
- 27.1 The Corporation may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.

- 27.2 The Corporation may request that the bidder submit information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Financial Bid. Failure of the bidder to comply with the request of the tendering authority may result in the rejection of its bid.
28. Qualification of the Bidder
- 28.1 The Corporation shall determine to its satisfaction during the evaluation of Technical Bids whether bidders meet the qualifying criteria as specified in the Bidding Documents.
- 28.2 The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB 11.2.
29. Evaluation Criteria
- 29.1 The bidders who meet the qualifying criteria shall be treated equally and all the technically qualified bidders shall be at par while considering their Financial Bid.
- The Financial Bid of bidders, who do not meet the qualifying criteria prescribed in ITB 4.1 will not be opened.
30. Preliminary Examination of Financial Bids
- 30.1 The Corporation shall examine the Financial Bids to confirm that all documents and schedules requested in ITB 11.3 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the bid may be rejected.

- | | | |
|--|------|--|
| 31. Evaluation of Financial Bids | 31.1 | The Corporation shall only consider the amount quoted in the BoQ, for evaluation of the Financial Bid of the technically qualified bidder. No other evaluation criteria or methodology shall be permitted. |
| 32. Comparison of Bids | 32.1 | All technically qualified bidders shall be at par. |
| | 32.2 | The Corporation shall make a table of all the Financial Bids of technically qualified bidders.

The Financial Bids for all the technically qualified bidders will be opened first. Upon decryption of the Financial Bids of all technically qualified bidders, a table shall be prepared containing particulars of Financial Bids as submitted by each of the technically qualified bidders. |
| 33. Corporation's right to accept any bid, and to reject any or all bids | 33.1 | The Corporation reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to Award, without thereby incurring any liability to bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the bidders. |

F. Award of Contract

- | | | |
|--------------------|------|---|
| 34. Award Criteria | 34.1 | Subject to being otherwise not under any disqualification, the bidder of the lowest Financial Bid (L1) shall be declared as the L1 Bidder and be eligible for award of contract subject to what is contained hereinafter. |
| | 34.2 | In the event the Financial Bids of 2 (two) or more bidders, who are qualified and whose Technical Bids are at par, are the same (the “ tie bidders ”), the Corporation shall at its discretion: |

- (a) Either hold an *inter se* auction amongst such tie bidders to quote further lower bids and shall declare such of them who has offered the lowest bid in such auction to be the Selected Bidder. Bidders' representatives who choose to attend the Financial Bid opening should therefore be duly authorized to participate in such auction. In the event a tie bidder is not represented on the Financial Bid opening date or the authorized representative of such bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining tie bidders and if there be only one remaining tie bidder, the latter will be declared as the Selected Bidder provided that such remaining tie bidder offers a lower bid than that is already offered in its Financial Bid. In the event the lowest bidder withdraws or is not declared as the Selected Bidder, the Corporation may invite fresh bids; or
- (b) Invite fresh bids, without holding any *inter se* auction amongst such tie bidders.

35. Notification of Award
- 35.1 The Selected Bidder will be notified of Award by the Corporation prior to expiry of the bid validity period by uploading such information in the e-tender portal or by e-mail or facsimile confirmed by

registered letter. This letter (hereinafter and in the Agreement called the "Letter of Acceptance/ Notification of Award / Work Order") will state the total rate quoted per month at which the Corporation will pay the Selected Bidder/ Service Provider in consideration of rendering the services by the Selected Bidder/ Service Provider as prescribed by the contract (hereinafter and in the GCC called the "Contract Price. Within 60 days from the date of the Notification of Award, the Selected Bidder shall have to commence the services as may be directed by the Corporation in terms of the Bidding Documents.

35.2 Until a formal contract is prepared and executed, the Notification of Award shall constitute a direction to commence services as may be directed by the Corporation within 60 days from the date of the Notification of Award, subject only to the furnishing of a Performance Security in accordance with the provisions of ITB 37.1, whereupon the Agreement shall come into force.

35.3 All other bidders apart from the Selected Bidder, who have submitted a valid Financial Bid and whose Financial Bids have been opened and decrypted, i.e. L2 bidder, L3 bidder and so on, will be issued a Notification of Shortlisting by the Corporation, whereby such bidders will be intimated that their names have been shortlisted and in case the Agreement with the Selected Bidder is terminated before the completion of term of 34 months, for any

reason whatsoever, the Corporation shall have the liberty to call upon the L2 , to execute such services by issuing a Notification of Award and award the contract for the unexpired term of the Agreement, provided the L2 bidder agrees to undertake to execute such services at the L1 rate. In case the L2 bidder is unwilling to match the L1 rate, such offer will be made by the Corporation to the L3 bidder, and so on. If none of the shortlisted bidders are willing to match the L1 rate, the Corporation shall invite fresh bids.

36. Signing of Agreement

of 36.1

Promptly after notification, the Corporation shall send the Selected Bidder, the Agreement to be executed. Each page of the Agreement should be signed by the Managing Director of the Corporation and the Service Provider's authorized signatory. If there are any corrections, cuttings, omissions, over writings, insertions, etc. (after issue of Agreement) their number should be clearly mentioned on each page of the Agreement before signing.

36.2

Within 14 days of receipt of the Agreement, the Selected Bidder shall sign and date the Agreement and return it to the Corporation. The Agreement shall only come into existence, when the Performance Security is furnished in terms of ITB 37.

37. Performance Security
- 37.1 Within 10 days of the receipt of Notification of Award from the Corporation, the Selected Bidder shall furnish the Performance Security in accordance with the Agreement, issued by any scheduled bank drawn in favour of "West Bengal Medical Services Corporation Limited", in the form given in Section - IV (Bidding Forms). Such Bank Guarantee shall be valid for a period of 12 months from the Notification of Award and shall be renewed by the Selected Bidder, if any extension of the Agreement is granted.

SECTION – III**SCHEDULE OF REQUIREMENTS (SoR)****ANNEXURE –A****MONTHLY PAY OF CATEGORY OF EMPLOYEES ACCORDING TO MINIMUM WAGES****ACT-WB**

List of Manpower required			
Sl No	Category of personnel	Name of the post	No of personnel
1	Skilled	Caretaker	1
2	Skilled	Deputy Caretaker	1
3	Skilled, Ex. Serviceman with Armed license	Security Guard (Armed)	4
4	Unskilled	Security Guard(Un -armed with 10% Lady Security Guard)	48
5	Security Supervisor (semi skilled)		3
6	Housekeeping Supervisor (semi skilled)		3
7	Unskilled	Sweeper	45
8	Unskilled	Gardener	4
9	Unskilled	GDA	16
Total			125

ANNEXURE – B**A. SCOPE OF SERVICES****Security-**

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

- (a) Ensuring complete security to the life and property of the staffs and visitors of the hospital and to the assets and movable properties of, staffs and visitors.
- (b) Safeguard against trespass.
- (c) Security covers to various official functions within the facilities.
- (d) Regulation and control of vehicular traffic.
- (e) Maintenance of vigil and undertaking surveillance for control of untoward incidents, specially involving the outside elements.
- (f) Controlling entry of stray cattle, canine and feline menace.
- (g) Assist the Corporation in the maintenance of day-to-day discipline and smooth functioning of all activities.
- (h) Providing timely intelligence inputs to the Corporation proactively.
- (i) Timely switching on/ off of security lights.
- (j) Dealing with and escorting postmen, incoming couriers and preventing entry of pseudo-couriers.
- (k) Collecting, safeguarding and handing over letters sent via registered post, speed post and by courier in respect of any absentee.
- (l) Checking and searching of bags of visitors at any point of time, if it appears to be suspicious.
- (m) Regulating and recording access/ movement of men, material, machines, equipment, labour, vehicles etc. through the designated gates.
- (n) Assist the visitors in reaching the designated locations including assistance to senior citizens, , in reaching the desired location/ Department while displaying mature behaviour towards female staff, female visitors and elderly persons.
- (o) Taking steps to ensure that flower pots, plants, trees and grass lawn are not damaged either by the staffs or by visitors or by stray cattle.
- (p) Performing flag-hoisting and parade ceremony at the campus on the occasion of National Festivals like

Independence Day and Republic Day and giving Guard of Honour on the visit of any Government dignitaries like Governor, Ministers, Defence Chief, eminent scientists, Noble Laureates etc., as directed.

- (q) In emergency situations, participating in their role defined in the disaster plan, if any, of the appropriate authorities and undertaking such training for rendering necessary help in the emergency situations.
- (r) CCTV viewing
- (s) Night patrolling throughout the campus areas

B.

The Services which will be required to be rendered within the ambit of Housekeeping Services

IMechanized & automated cleaning of

- . Toilets Cleaning
- . Corridor Cleaning
- . Elevator Cleaning
- . Staircases
- . Window Cleaning
- . Outer Area

Deep cleaning need to be done on weekly basis.

CLEANING & MANAGEMENT: a) The office floors, chambers, common areas, stair cases, drivers rest room, rooftops, Lift room/cage, Engineering Wing, Pump Room, D.G. Room, Electrical Sub Station Building Rooms, open spaces campus roads, gardens etc. as well as parking area shall be swept daily by stick brooms, brush, jute etc. and shall be carried out daily. The cleaning of toilets, bathroom and floor is to be completed before 9.30 AM. The sweeper has to be remained present at their respective floor up to 2.00 PM.

b) Sufficient number of baskets to be kept on each floor and will be emptied and the garbage will be carried to garbage dump earmarked inside the

premises for lifting by Nabadiganta Authority.

c) Cleaning of glass panes by using good quality cleaning products shall be done weekly.

d) Cleaning of curtains to be done on every three months.

e) Sweeping/cleaning the area to be swabbed with net cloth and long handle sweep sticks everyday. Stair cases will be swabbed daily. The premises to be kept dry and clean. Carpet to be cleaned by vacuum cleaner once in a week.

f) Cleaning of doors, windows, ceiling fans, A.C., chairs, tables, racks, shelves, almirahs and equipment/machineries/appliances etc. And other not specified here but necessary to be done daily/periodically.

BATHROOM CLEANING: All toilets under areas of cleaning will have to be cleaned daily before working hours and after Tiffin hours. These should be disinfected and kept odour-free using good quality disinfectants. Urinals, commodes and wash basins shall be cleaned daily with good quality disinfectants and cleaning agents. In addition, the toilets attached to chambers shall be cleaned daily before/after working hours. In addition, the agency shall deploy sweepers during working hours to ensure bathroom cleaning, picking up litter and cleaning of anything as necessary to ensure good standard of decent and hygienic conditions. Materials required in connection with services will be supplied by the department as per requisition to be submitted by the agency well in advance so that such services are not hampered in any manner

GARDENER: The gardener should have experience and adequate knowledge in maintaining the garden in an; excellent condition who can operate lawn-mower. He should also take up such work as trimming of branches of trees, uprooting of shrubs and weeds and other related works as necessary daily / periodically. The duty hours should start from 9.30 am in the morning with statutory breaks until 5.30 pm.

CARETAKER: Caretaker plays an important role on overall managing the professional services. Caretaker should have some technical knowledge to ensure cleanliness, house keeping and security. He shall also take the charges of equipments/stores, if provided by the Department and shall maintain the inventory list of all equipment and machinery and fixture. The

caretaker shall maintain a log book in prescribed proforma and record requisition/complaints receive from different officer and attend the complaint immediately for rectification. He will keep and maintain Attendance Register through Bio Metric operation system on daily basis through real time data & place the same for checking before the officer authorized by the department at 10.30 am on all working days. He will also submit the said register to the Manager Logistics, WBMSCL for verification with the monthly bill who will certify such attendance. He will also keep records for receipt and issue of maintenance materials in a maintenance register daily / periodically and produce to member / members of the maintenance committee for verification as and when asked for.

DEPUTY CARETAKER: Deputy Caretaker should have sufficient experience of staff handling and maintenance service and he will arrange for duty roaster and look after the duties of security guards (Armed/Unarmed) and other civil personnel/service personnel and report to the caretaker from time to time. He will assist caretaker in discharging his official duties on all matters. He will look after / take charge the duty of Caretaker in his absence as directed by the Department.

C SCOPE OF WORK

RODENT AND PEST CONTROL SERVICES

The 'scope of work' shall inter alia comprise the following Pest Control Services:

1. Total and effective control of rodents, e.g. rats, mice, squirrel, etc. with the help of Advanced Rodent Management Techniques.
2. Use of Baiting, Trapping & proofing methods with selective use of chemicals/pesticides wherever necessary.
3. Use of Glue Boards/Traps etc. as a part of rodent pest management operations wherever necessary.
4. Rodent and Pest Control Treatment as per requirement. (Sufficient nos. of Rodent Box Should be supplied by agency).
5. Application of Sanitation, Rodent and Pest Proofing measures from

time to time to prevent the rodent entry and fly's in the premises.

6. The items/products/chemicals used shall be safe /unharmful to human and food product contacts.
7. Effective Pest Management for control of Cockroaches, Mosquitoes, House Flies, Bed Bugs, Spiders, Lizards, Carpet Beetles, Fleas, Crickets, Ants, Wasps, Locusts etc.
8. Agency shall be also being responsible for Storage Pest Management.

DISINFECTION SERVICE IN ALL BUILDINGS AND OTHER AREAS FOR CONTROL OF COCKROACHES, ANTS, SPIDERS AND FLY'S.

Purpose: To out-line a procedure for control of cockroaches, Ants, Spiders and Fly's.

Procedure:

1. Spraying of Baiting against cockroaches , fly's on for office and other utility areas.
2. Handling and spraying should be done in such a way that there is no body contact with insecticides.
4. Agency should provide the necessary Protective equipment and to be used always during pest control services.

Frequency of rodent treatment / disinfection:

After completion of Pest Control agency should always provide one Qualified Service Technicians who shall visit Swasthya Bhawan at least twice in a month and also as and when required to control rodents/Disinfection.

SMOKE TREATMENT FOR MOSQUITO

To control Mosquito in the entire campus through Smoke Treatment. The Fogging Machine should be used in all Open & Closed drains and in areas mentioned The frequency of such smoke treatment shall be communicated by the agency from time to time.

D.

Horticulture Services shall comprise of maintaining, securing and developing outdoor and indoor plants including grass in lawns by cutting hedges, watering and grass cutting. Necessary machines for rendering such services will be required to be procured/ hired by the Service Provider at its own cost.

<u>LIST OF CONSUMABLES TO BE USED</u>	
Manufacturer -Diversy/ Bengal Chemicals/ Jhonson & Jhonson	
Sl. No.	Consumables
1	S-1 (Wash Room Cleaner) or equivalent
2	S-2 (Hard Surface Cleaner) or equivalent
3	S-3 (Class Cleaner) or equivalent
4	S-4 (Shine Up) or equivalent
5	Godrej Air Freshner or equivalent
6	S-6 (Toilet Bowl Cleaner) or equivalent
7	S-9 (Wash Room Cleaner) or equivalent
8	S-20 (Floor Stripe) or equivalent
9	S-7 or equivalent
10	Broom (Soft) and (Hard)
11	Garbage Disposal Bag
12	Naphthalene Ball
13	Sanitary Cube
14	Air Freshener Stick Aer)
15	Floor Map –with all set
16	WC Brush
17	Toilet Paper
18	Liquid Soap (Lifebuoy only)

LIST OF MACHINES TO BE USED

Sl. No.	Machines
1	Big Scrubbing Machine and hand scrubbing Machine for toilet room cleaning
2	Vacuum Cleaner
3	Water Jet
4	Mop Wringer Trolley (3 bucket)
5	Ladder

SECTION - IV
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 Facility Management Services at Swasthya Bhawan'

With reference to your e-NIT bearing Bid Reference No. WBMSCL/ NIT-_/2022.. dated _/./2022 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 Facility Management Services at Swasthya Bhawan

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]

Place:
Date:

[Signature]
[Name of authorized signatory]
[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:

Place:

[Signature]

[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, viz. the e-NIT, the ITB, the Schedule of Requirements, the Bidding Forms, the General Conditions of Contract 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]

Place:

[Signature]
 [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]

Place:

[Signature]
[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 Facility Management Services at Swasthya Bhawan” 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 – 7LETTER 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 Facility Management Services at Swasthya Bhawan.**

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
2022 -2023	
2021 -2022	
2020 -2021	

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 – 9FINANCIAL SITUATION

Each bidder must fill in this form

	Financial Data		
	Year 1	Year 2	Year 3
	(2022-2023)	(2021-2022)	(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 36 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 equal to 10% of the yearly billed 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 consolidated rate of Rs . _____per month (Rupees _____only) for **providing Facility Management Services at Swasthya Bhawan**

Pursuant to Clause 37.1 of the Instructions to Bidders, you are required to furnish Performance Security for an amount of 10% of the contract value (this include Manpower cost plus sq ft rate cost) 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- Must submit this list mentioning page no. of the 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 2020-2021, 2021-2022, 2022-2023 (assessment years 2021-2022, 2022-2023, 2023-2024)			
19.	Audited Balance Sheets for the financial years , 2020-2021, 2021-2022, 2022-2023			
20.	License under The Private Security Agencies Regulation Act(mou accepted)			
21.	Documents showing experience in supply of manpower of at least 50 in number being deployed at a single site/ office of the organisation, within the last 3 (three) financial years (2020-2021,2021-2022,2022-2023) for a minimum period of 180 days, for carrying out either Security or Housekeeping Services or both			
22.	Certificate from the service recipients stating that the service has been satisfactory and no adverse report was obtained within the last 3 (three) financial years 2020-2021,2021-2022,2022-2023). Minimum 1			
23.	Entire Bidding Documents comprising of all the Sections duly signed and stamped			
24	License in the name of the bidder for providing pest control services under the Insecticide Rules, 1971			

	<p>Or, Agreement entered by the bidder with pest control service provider along with license for providing pest control services under the Insecticide Rules, 1971, of such pest control service provider</p>			
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SECTION – V

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.

“**Authority**” means .

“**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.

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

“**Services**” shall mean the Security & Housekeeping Services, to be rendered by the Service Provider in terms of Annexure – C of the Schedule of Requirements of the Bidding Documents.

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 34 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 36 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 statues, 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
- d) License under The Private Security Agencies Regulation Act, 2005

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, torches, sticks, stationeries, whistles, and protective material like jackets, overcoats, umbrella and shoes. 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 Supervisor of the Service Provider will be responsible for marking the attendance in each shift. 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 take the greatest possible care and adequate preventive measures against theft, fire, accident, sabotage, pilferage or damage of the Authority's property or including machineries and equipments or of any property of the visitors and staff. The Service Provider shall ensure that no theft, pilferages or damages to property take place during the tenure of the Agreement. The Service Provider to ensure that no property of the Authority is removed by any official / private

person, without a proper Gate Pass issued by the authorised officials of the Authority. In case any theft or damage or accident occurring during the Agreement, the Service Provider shall be held responsible for such losses and damages if the loss or damage is attributable or was caused due to negligence of the Service Provider. The Service Provider shall attend all the police cases during the tenure of the Agreement, if required and instructed by the Authority. No report for any loss / damage to the property of the Authority, shall be lodged with the police by the Service Provider without the written approval of the Authority.

- (vii) 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.
- (viii) 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.
- (ix) The personnel who are required to work in a particular shift shall not leave the Corporation unless properly relieved by the next set of personnel of the following shift, as may be applicable. The Corporation 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 Corporation. 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 the total area of the facility which shall not exceed or be less than 25% of the area prescribed in Sl. No.- 24 of the e-NIT, 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:

:

1	2	3	4	5	6	7	8
Rate per sq. ft (this include consumables, equipment, service charges, overtime duty, uniforms etc)	Total area of the facility	Total monthly charges for consumables, equipment, overtime, service charges, uniform charges etc)	Total number of Manpower engaged	Manpower rate including all statutory benefits as per minimum wages act. Govt. of WB	Bill amount for Manpower	Total bill amount (3+6)	GST and other taxes if any

Documents to be annexed: *(only for the 2nd bill/ invoice)*

Remarks, if any

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SCHEDULE - B

Statement of Deductions
(Facility Wise)

Date:

For the Month of:

Name of the Hospital:

Sl. No.	Ground for Deduction	Amount (Rs.)

(Superintendent)

19. LIQUIDATED DAMAGES

The Authority would deduct a portion of the Monthly Contract Fee due to the Service Provider for any calendar month after the Effective Date, if the Service Provider fails to meet during that calendar month, the performance parameters as described hereinbelow. The deduction of the Monthly Contract Fee would be calculated in the following manner :

Sl no	Performance Parameters	Methods of Quantification of pre-estimated genuine Liquidated Damages
1	Failure to provide umbrella to Security Guards deployed on open area	Rs. 50/- per person per day
2	Failure to provide mobile phone for hospital/ manpack for atleast half the number of deployed Security Guards	Rs. 200/- per person per day

3	<p>Failure to provide the following items to the Security Guards and Security Supervisors:</p> <p>(a) Hand held torch</p> <p>(b) Batons/ Rules</p>	Rs. 50/- per person per day
4	<p>Failure to provide the following to the Security Guards and Security Supervisors:</p> <p>(a) Uniform (also applicable to other categories of personnel deployed)</p> <p>(b) Cap</p> <p>(c) Shoes</p> <p>(d) Belt</p> <p>(e) Name Tag (also applicable to other categories of personnel deployed)</p> <p>(f) Woolen jacket (for winter season)</p> <p>(g) Raincoat (for rainy season)</p>	<p>Rs. 100/- per person per day .</p> <p>If any manpower is in violation for more than one category in Sl. 4, the amount of Liquidated Damages shall not exceed Rs. 100/- per person</p>
5	Failure to provide whistles to the Security Guards and Security Supervisors	Rs. 10/- per person per day
6	Supervisor and/ or his replacement, if found to be absent	Rs. 1,000/- per day per Supervisor
7	Failure to dispose the garbage	<p>Rs. 500/- per instance per service area</p> <p>“Per service area” herein shall refer to each room of each floor of the building and if found outside the floor, each of the floors will be considered as a service area. For e.g., if garbage is found not to have been disposed in 8 rooms in total and found also kept in the passages in 2 floors of the hospital, at 6 different locations. It shall be deemed that on that day, the Service Provider have failed to dispose of the garbage at 10 service areas.</p>
8	If less than minimum number of requisite personnel has been deployed by the Service Provider	Rs. 200/- per day per Security Guard/ Ward Boy/ Girl/ Sweeper/ Cleaner

		Rs. 500/- per day per Security Supervisor/ Housekeeping Supervisor
9	If quality of work is found unsatisfactory and there is a complaint by the Authority and upon it being proved that such complaint was justified	Rs. 1,000/- per day per instance E.g. – If complaint comes from a staff, whereby it is established that 10 separate defaults have been committed by the Service Provider under the Agreement, it shall be deemed that there has been 10 instances of unsatisfactory work
10	Proven misbehavior by the Service Provider's personnel	Rs. 500/- per incident
11	Recurrence of such irregularities in Sl. 1 to 11 above	Double amount of the Liquidated Damages as specified in Sl. 1 to 11 above
12	Failure to make labour law related compliances with respect to its employees, like non-payment of PF, ESI, etc.	Rs. 1,000/- per person per day per instance of non-compliance
13	In case of any ceasework or concerted refusal to render services by the personnel deployed by the Service Provider, resulting in hampering of the services at the facility(ies)	Rs. 50,000/- per day per facility
14	Instances of use of non-standard consumables including abstention from use of consumables while cleaning/ wiping	Rs. 1,000/- per day per instance per facility
15	Negligence found at any time as per schedule provided for brushing, wiping, first mopping with wizard, second mopping with wizard, wherever needed in the facility	Rs. 500/- per instance per service area (Service area shall have the meaning as provided in Sl. 8 above)
16	Instances where standard of cleaning has not been maintained as per standard of cleaning as per time schedule and Standard Operation Procedure (SOP) at different areas	Rs. 200/- per instance

17	Failure to make payment of monthly wages to the personnel deployed by the 10 th of the succeeding month (minimum no. of personnel for imposition of penalty - 1)	Rs. 10,000/- per day per site
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SECTION - VI**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 Security & Housekeeping Services 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 Facility Management Services at Swasthya Bhawan
- 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 Security & Housekeeping 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 Security & Housekeeping 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. (W B M S C L) 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 Facility Management Services at Swasthya Bhawan 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 / bill value of 12 months) 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)