



OFFICE OF THE COUNCILLORS

Jiaganj-Azimganj Municipality
P.O.-Azimganj; Dist.-Murshidabad
West Bengal; PIN-742122.
E-mail – jamunicipality@gmail.com
Phone: 03483-253222

Memo No- 3029/ESTB/JAM/2023-24

Date:- 24/11/2023

SECTION I: NOTICE INVITING TENDER (NIT)

2nd Call

The Chairman, Office of the Councillors, Jiaganj-Azimganj Municipality, Murshidabad, on behalf of U-HWC (Urban-Health & Wellness Centre) invites tenders from eligible, bonafide and qualified bidders/ agencies for providing Clerical Assistant & Cleaning Staff Services for 1 (one) year renewable at the end of each financial year of satisfactory performance by the eligible selected bidder. The contract period shall commence from the date of notification of award of contract for this tender.

1. Name of works, Time of Completion, Estimated Value of works put to tender, Earnest Money & Price per set.

Sl. No.	Name of Works	Service Provide Period	Estimated Value of Works put to tender (in Rs.)	Earnest Money (in Rs.)	Price per set of Tender Documents
1	a. Trained Clerical Assiatant in semi-skilled category, for 02 U-HWCs b. Trained Cleaning staff in unskilled category, for 02 U-HWCs.	One (01) Year	Rs. 518544/-	Rs. 10371/-	Rs. 400/- however intending Tenderers shall not have to pay the cost of tender documents for participation however only successful bidders shall have to pay Price of Technical & Financial Bid documents for formal agreement.


Chairman
Jiaganj-Azimganj Municipality



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2. Date and Time Schedule of Tender:

Sl. No.	Particulars	Date & Time (on working days only excluding Sundays and Holidays)
1	Date of publishing N.I.T. & other Documents online	28/11/2023 from 11 AM
2	Online documents download start date	28/11/2023 from 12.00 AM
3	Online Bid submission start date	28/11/2023 from 03.00 PM
4	Online Bid Submission closing date	13/12/2023 up to 10.00 AM
8	Online Bid opening date for Technical Proposals	15/12/2023 at 10.30 AM
9	Date of online uploading list for Technically Qualified Bidders	Later on
10	Date of online opening of Financial Proposal	Later on

3. The Tender should be addressed to The Chairman, Office of the Councillors, Jiaganj-Azimganj Municipality, Murshidabad, District, on behalf of U-HWCs. Bidders may download tender enquiry documents from the websites <https://wbtenders.gov.in> and www.wbhealth.gov.in/www.murshidabad.gov.in

Any subsequent notice regarding this tender shall be uploaded on NIC Murshidabad website and wbhealth.gov.in websites only.

4. In the event of any of the above-mentioned dates being declared as a holiday for the office of The Chairman, Office of the Councillors, Jiaganj-Azimganj Municipality, Murshidabad, the tenders will be opened on the next working day at the appointed time.

The Chairman, Office of the Councillors
Jiaganj-Azimganj Municipality

Murshidabad
Chairman
Jiaganj-Azimganj Municipality



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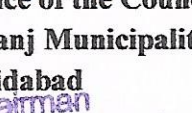
Date 24 / 11 / 2023

Copy forwarded for information and wide publication to:-.

1. MD, NHM & Secretary, H&FW Dept. Govt. of West Bengal
2. Director of Health Services, Swasthya Bhawan.
3. Addl. Secretary UD & MA Dept. & Addl Director SUDA, West Bengal
4. Programme Officer-I, NHM, Swasthya Bhawan
5. Director, Finance, State FMG, NHM, Government of West Bengal
6. State Nodal Officer, NHM, Swasthya Bhawan Government of West Bengal
7. Chief Medical Officer of Health, Murshidabad
8. Sr. Accounts Officer, NHM, Government of West Bengal
9. Dy .C.M.O.H – I/II/III/IV/DMCHO/DTO/ACMOH(S) Murshidabad.
10. Accountants Officer, C.M.O.H Office, Murshidabad,
11. Executive Officer, Jiaganj-Azimganj Municipality, Murshidabad
12. Accountants Officer, Jiaganj-Azimganj Municipality, Murshidabad
13. Finance Officer, Jiaganj-Azimganj Municipality, Murshidabad
14. MMOH, Chairman, Jiaganj-Azimganj Municipality
15. The DPM, DAM,CMOH Office, Murshidabad
16. The In charge, I.T Cell, Swasthya Bhawan, with a request to display in Official Website.
17. Office Notice Board, Jiaganj-Azimganj Municipality, Murshidabad.


The Chairman, Office of the Councillors,
Jiaganj-Azimganj Municipality,
Murshidabad

No: No: 3029/ESTB/JAM/2023-24 /1/1(5)


Date 24 / 11 / 2023

Copy forwarded for information and wide publication to:-.

1. The District Magistrate, Murshidabad.
2. The Addl. District Magistrate(Health), Murshidabad
3. SDO all
4. The O/C (Health), Collector Building, Murshidabad.
5. DIO-NIC, Murshidabad, with a request to display in District Website (Scan Copy).


The Chairman, Office of the Councillors,
Jiaganj-Azimganj Municipality
Murshidabad

Chairman
Jiaganj-Azimganj Municipality

SECTION II: PREAMBLE: Definitions and Abbreviations

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

1.2. Definitions:

- (i) "The Chairman, Office of the Councillors, Jiaganj-Azimganj Municipality, Murshidabad" means the organization purchasing goods and /or services as incorporated in the Tender Enquiry document. The purchasing organization is The Chairman, Jiaganj-Azimganj Municipality, Murshidabad District on behalf of U-HWC (Urban-Health & Wellness Centre). The Chairman, Jiaganj-Azimganj Municipality, Murshidabad District is represented through its The Chairman, Jiaganj-Azimganj Municipality, Murshidabad.
- (ii) "Bid" means Proposal/ Quotation received from a Firm / Bidder against the tender.
- (iii) "Bidder" means the Individual or Firm submitting Bids/ Quotation.
- (iv) "Contractor" means the individual or the firm supplying the goods and/ or services as incorporated in the contract.
- (v) "Goods" means the articles, material, commodities, consumables, stationeries, printing, items of clothing, raw material, spares, machinery, computer, electronics items etc. which the Contractor is required to supply to the The Chairman, Office of the Councillors, Jiaganj-Azimganj Municipality, Murshidabad under the contract.
- (vi) "Services" means the scope of work, together with services allied and incidental to the supply of goods, such as their transportation, packing, installation, commissioning; also, cleaning, sweeping, washing, wastes disposal, assisting patients, Cleaning, monitoring and supervision, managerial/ administrative services, provision of technical assistance, training, maintenance service, insurance and other such obligations of the Contractor covered under the contract.
- (vii) "Earnest Money Deposit" (EMD) means Bid Security/ monetary amount or financial guarantee to be furnished by a bidder along with its bid.
- (viii) "Contract" means the written agreement entered into between The Chairman, Office of the Councillors, Jiaganj-Azimganj Municipality, and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) "Performance Security" means monetary amount or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) "Specification" means the document/ standard that prescribes the requirement with which goods and/ or service has to conform.


Chairman
Jiaganj-Azimganj Municipality

- (xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the goods and/ or service and comparing the same with the specified requirement to determine conformity.
- (xii) "Day" means calendar day.
- (xiii) "Bill of Quantity" is the name for price schedule in e-tender software.

1.3 Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tender
- (iii) "GIB" means General Instructions to Bidders
- (iv) "GCC" means General Conditions of Contract
- (v) "ESIC" means Employees' State Insurance Corporation of India
- (vi) "EPFO" means Employees' Provident Fund Organization
- (vii) "GST" means Goods and Services Tax
- (viii) "CST" means Central Sales Tax
- (ix) "BMW" means Bio-Medical Waste
- (x) "DSC" means Digital Signature Certificate
- (xi) "ULB" means Urban Local Body
- (xii) "U-HWC" means Urban-Health & Wellness Centre
- (xiii) "UPHC" Urban Primary Health Centre

1.4 The Tender Enquiry (TE) documents include:

Section I: Notice inviting Tender (NIT)

Section II: PREAMBLE: Definitions and abbreviations

Section III: Requirements and EMD

Section IV: Consignee List

Section V: Specifications

Section VI: General Instructions to Bidders (GIB)

Section VII: General Conditions of Contract (GCC)

Section VIII: Tender Application Form

Section IX: Proforma for Performance Statement

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

Section XI: Contract Form

Section XII: Cleaning Equipment to be provided by Bidder

Section XIII: Proforma of monthly-bill to be submitted by Bidder

Section XIV: Space, Furniture and Fixtures, Other facilities to be provided by The Chairman, Jiaganj-Azimganj Municipality/ Consignee to Bidder

Section XV: Checklist for the Bidders

SECTION III: REQUIREMENTS and EMD			
Part.1 Table of Requirements			
Sl No	Services	No	EMD Rs.
1	a) Trained Clerical Staff in semi-skilled category, for 02 (Two) U-HWCs b) Trained Cleaning staff in unskilled category for specialized work of chocking clearances for 02 (Two) U-HWCs.	04	The amount of Earnest Money to be submitted shall be Rs. 518544/- (Five Lakh Eighty Eighteen Thousand Five Hundred Forty Four only). The amount of EMD shall be approximately equal to 2% (two percent) of the estimated amount put to tender i.e., Rs. 10371/- (Rupees Ten Thousand Three Hundred Seventy One only)
2	Administrative, management, incidental services to conduct the job		
3	Licences, if any required for Cleaning services at the site		

[The State Government declares different rates of minimum wages for cleaning services in unskilled/ semi-skilled/ skilled workers. Again, minimum wage-rates for cleaning & Cleaning services in Zones A and B of the state are different.]

SECTION IV: CONSIGNEE LIST

(When the The Chairman, Jiaganj-Azimganj Municipality invites the tender)

3.1 Two (02)U-HWCs i.e

U-HWC-I

U-HWC-II

List of Places where work will be done-

Sl no	Name of U-HWC	Address of the work place	Number of clerical assistants required	Number of cleaning staff required
1.	U-HWC-I	Kashiganj, Ward No-07, Jiganj-Azimganj Municipality, Murshidabad	01	01
2.	U-HWC-II	Baranagar, Ward No-12, Jiganj-Azimganj Municipality, Murshidabad	01	01
	Total		02	02


 Chairman
 Jiaganj-Azimganj Municipality

SECTION V: SPECIFICATIONS

1. Commencement of Service:

The contractor shall commence providing his service within 15 (fifteen) days from date of notification of award of contract for this e-tender. Time is the essence of the contract and should be strictly adhered to by the contractor.

Bidder should visit the site before quoting rates in e-tender: Intending bidder should visit the health facility and make himself thoroughly acquainted with the site condition, nature and requirements of the work, labour supply. The rate quoted by the contractor shall take care of all contingencies required for operating efficient cleaning & clerical assistant at the health facility. The successful bidder shall not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which, in the opinion of the health facility might be deemed to have reasonably been inferred to be so existing before commencement of the working hours Cleaning services contract. The necessary permission for onsite assessment may be obtained from the Medical Officer of the U-HWC on arrival on any working day between 11:00 am and 2:00 pm.

2. Norms of Services to be provided

2.1 Minimum Qualification and Norms of service-

1. A) **Clerical Assistant:** Preferable educational qualification of clerical Assistant is Graduate and must have knowledge of Computer with MS Office and Internet also need to be ensured for rendering services continuously to all clerical and computer related work on time.
B) **Cleaning Staff:** Preferable educational qualification of Cleaning Staff is Madhyamik Pass or Equivalent also Sweeping to be ensured i.e. the cleaner to render services continuously to clean the U-HWC, service areas including the toilet blocks of the U-HWC etc. before start the working shift.
2. Every Clerical Assistant will attend the service on daily basis (as per working schedule). Also every Cleaner is to render service daily in before and during working shift (Each working shift implies minimum 06 [six] hours per day).

3.2 Calculation of requirement

1. **The number of clerical assistant and cleaning workmen as per Departmental order for such sanction for the facility. Under no circumstances should the upper limit be exceeded.**

4. Area of work

1. Definition of work area

All open and covered area within the boundary of the Health facility including roof and basement (if any) will be within the scope of cleaning services to be provided by the contractor it includes all of the Office and U-HWC rooms of all the departments, all corridors and all covered spaces and premises and as mentioned under table of requirements.

2. Objectives and general rules

- a. The main objective of the outsourced service is to provide a high level of a neat, clean, hygienic and presentable look to the entire area. The contracting organisation and their team will supervise the work listed in the TORs.
- c. Cleaning services should be provided all days including holidays, so that all areas are neat and clean all the time. Working hours should be adjusted in such a manner that initial cleaning work in the morning should be completed half an hour before the start time of normal work
- d. Apart from cleaning services as described below, the cleaning staff shall also assist the U-HWC nursing staff in day-to-day patient care such as receiving and dropping patients at the entrance, taking patients to the doctor or diagnostic /Laboratory, sending blood / stool / urine samples to laboratories etc.

3. A) Detailed scope of Cleaning Services includes but not limited to the following:

- a. Schedule of cleaning to be observed by the staff is given in the **Appendix 'I'** to this ToR.
- b. Behaviour of contractor & his staff with U-HWC personnel, patients and visitors would be courteous and respectful. The staff would maintain confidentiality of information, which they may access during the course of their duty in the U-HWC.
- c. Cleaning, scrubbing and disinfecting bathrooms, toilets, wash basins, sanitary fittings, floors etc. of all the area at regular intervals on daily basis.
- d. Vacuum cleaning of all carpets and upholstered furniture on weekly basis.
- e. Cleaning and disinfecting kidney trays, urinals, sputum cup and other equipment's whenever required.
- f. Cleaning blood spills and others such as human excrement, urine, vomitus, unsterile body fluids as & when required.
- g. Cleaning, dusting electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats, fire-fighting equipment, computer systems, phones, doors, windows, furniture, window glasses, grills, curtains etc.
- h. Cleaning of dust bins, waste paper baskets, cobwebs etc. and disposing off all collected refuse on daily basis at regular intervals. The dust bins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is 3/4 full.

- i. Collect garbage in specified colour coded bags from all dust bins and garbage bins existing inside the premises and disposed at the designated area within the U-HWC.
- j. Refilling, replacing and emptying of sharp containers at all stations.
- k. Offering and assisting the patient with kidney tray, urinals, bed pans, sputum cups when required and disposing the contents in the sluice room, clean, disinfect and keep it ready for next use.
- l. Sluicing linen which are soiled by urine, vomitus, faeces and others with 0.5% chlorine solution and send to laundry.
- m. Assist in fumigation as per schedule.
- n. Scrubbing / cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors etc.
- v. *20 % of cleaningstaff are to be engaged for Bio Medical Waste disposal from various sites of the facility.*

B) Detailed scope of Clerical Services includes but not limited to the following:

- a. Schedule of clerical services to be observed by the staff is given in the **Appendix 'I'** to this ToR.
- b. Behaviour of contractor & his staff with U-HWC personnel, patients and visitors would be courteous and respectful. The staff would maintain confidentiality of information, which they may access during the course of their duty in the U-HWC.
- c. Collecting and submitting data from respective data source on quarterly, monthly, weekly or daily basis as per requirement.
- d. Assisting other co-staff of the respective U-HWC.
- e. Making requisition of office stationeries for U-HWC as & when required.
- f. Maintaining registers (stock register, asset register etc.)
- g. Maintaining and supervise the other office requirements/Issues (running water supply, drinkable water supply, electrical issues, U-HWC properly cleaning etc.) and inform to the authority on time.

4. Waste Disposal Management (Including Bio-Medical Waste)

The following general instructions will be followed

- a. All collection, storage, transportation and disposal of U-HWC's waste shall be in accordance with **Bio-Medical Waste (Management and Handling) Rules, 2016** and any other amendments or notification of the State Pollution Control Board and in strict compliance of the solemn direction of Hon'ble National Green tribunal.
- b. A detailed U-HWC Waste Management Plan shall be prepared. The plan would be approved by the Municipal Medical Officer of Health of the health facility's authorities before start of work.
- c. All infected, chemical, Radiation, Cytotoxic Health care waste shall be segregated, collected, stored, transported and disposed in accordance with set guidelines of safety, ensuring that at no stage it gets mixed with general waste. Unscientific burning shall not be undertaken. Different coloured

bags/containers namely red, yellow, black, blue ribboned boxes and puncture proof or stainless steel, lead containers shall be used depending on the category of waste.

d. The waste shall be carefully secured or pre-treated for transportation to a common facility for disposal.

e. Waste shall not be transferred from one bag to another. Bags should be tied when three fourths full and then placed in a bigger bag / container for transporting.

f. Covered Trolleys or containers should be used for transportation. Before final disposal/ treatment waste should be kept in specified location and in specific liners and containers.

g. The scope includes segregation, collection, storage, transportation within the U-HWC until transportation by CBWTF. All statutory rules and regulations and legal requirements are to be followed at each stage.

h. Segregation, packaging, transportation and storage.-

(1) No untreated bio-medical waste shall be mixed with other wastes.

(2) The bio-medical waste shall be segregated into containers or bags at the point of generation in accordance with Schedule I prior to its storage, transportation, treatment and disposal.

(3) The containers or bags referred to in sub-rule (2) shall be labelled as specified in Schedule IV.

(4) Bar code and global positioning system shall be added by the Occupier and common bio-medical waste treatment facility in one-year time.

Documentation

The following general requirements and documentation will be followed / maintained

a. Organisational structure with local Clerical Assistant and line of authority with job description of each category of cleaning staff.

b. Cleaning manual and all SOP (Standard Operating Procedures).

c. List of equipment deployed at the health facility.

d. On job training and documentation

e. Vaccination record of all staff

f. Maintaining records of the following

i. Weekly duty roster and Attendance

ii. Needle stick injuries

iii. Amount of biomedical waste going out to outsourced agency

iv. Memorandum of understanding

v. Complaint book

vi. Check-list would be displayed in each area of work, as given in Appendix 'II'.

g. Maintaining logs and checklist.

h. Female patients should be attended by female staff only.

- i. Immediate replacement of staff on leave.
- l. Rotation of staff if required but the staff of critical areas should not be rotated too frequently.
- m. Any other document to be maintained by the contractor as per the direction of Competent Authority of the Health & Family Welfare Department.

Detailed Method of Cleaning

The method of cleaning of various areas is given below and can be adapted to the facility's requirements.

Preparation for cleaning, instructions for cleaning personnel-

As far as possible wet mopping is preferred over dry sweeping to avoid kicking up and circulation of dust and allergens.

A. Preparation

- (i) Put gumboots or disposable shoe covers
- (ii) Hand-Gloves must always be borne by all personnel engaged in cleaning of Health Facility
- (iii) Wear cap, mask, apron / gown
- (iv) Prepare germicidal cleaner in clean water as per the dilution directions mentioned on the product label, both in the wringer bucket as well as plastic pail.
- (v) Move cots and furniture as per the directions of the Clerical Assistant to one side.
- (vi) Use a blunt knife to remove any dried up or sticky soil on the floor.
- (vii) Use a treated dry mop or nylon push broom and dust pan to clear the loose soiling on the floor.

B. Performance

- (i) Sweep the dust -in case the quantity is large- to the door way and collect it in the dust pan and discard into the trash.
- (ii) Wet the mop in the germicidal solution and wring it gently so that the mop holds enough solution for necessary disinfection of the floor.
- (iii) Wet mop the floor in one direction and ideally from the centre outwards toward the door. Change of mopping water should be done frequently especially when it is noticed that it is noticed dirty Method of cleaning

C. Direction of cleaning

- (i) The sweeping movement should be unidirectional
- (ii) The direction of cleaning in healthcare facilities must be from the clean to the dirty area. In closed spaces like a ward, the direction should be from within outwards.
- (iii)

Finishing:

- (i) De-gown carefully, wash and let them dry.
- (ii) Remove your cap and mask wash and let them dry.
- (iii) Remove the gloves wash and let them dry.
- (iv) Wash your hand as per six steps of hand hygiene.

Practical points to note-

- (i) All loose particles and litter should be removed before dealing with any stubborn stains/dirt.
- (ii) Use lighter cleaning methods before attempting stronger methods.
- (iii) Before any implement or cloth is used, make sure they are clean and dry.
- (iv) A **required bucket system** when mopping the floors so that dirty water is not reused while mopping. The first bucket contains clean water while the second bucket is used to squeeze out the water from the dirty mop following which the mop is dipped in the clean water and mopping done.
- (v) Abrasives should be used as a last resort as they can damage the surface.
- (vi) Use an agent that is least offensive in smell if alternatives are available.
- (vii) When cleaning a surface, be cautious of marring the surroundings area, e.g. finger prints on walls, grazing other articles, etc.
- (viii) Use methods that are least inconvenient to patients. Disturbance can be caused by noise or obstacles placed in public areas.
- (ix) Be sure that during the process of cleaning areas do not become accident-prone, e.g. wet, slippery floors, etc. If required, cautionary sign can be put.
- (x) Cleaning should be carefully planned to make efficient use of time.

Personal Hygiene::

General neatness and cleanliness	☐ Personal cleanliness. ☐ Body odours should be prevented by Daily bath. ☐ Finger nails should be kept clean and short.
Hand wash	☐ Washing of hands with soap and water is very effective in reducing transmission of infection and must be done frequently

Hair	☐ Hair should always be neatly combed. ☐ Women should use hairnets to prevent hair from falling out of place during work.
Cosmetics	☐ Makeup should be avoided. ☐ Usage of Jewellery, anklets, etc. should be avoided
General	☐ Care should be taken to eliminate accident / hazards. ☐ Safety regulations should be followed for protection from risk of injury/ infection. ☐ They should wear gloves and masks and other PPE.

Maintenance of hand hygiene is of paramount importance. Steps on hand hygiene need to be emphasized. Sensitization on following behavioural change strategies would be imparted by Infection Control Nurse ICN will train Cleaning personnel on Spill management techniques when required.

1. Safety precautions while cleaning

Safety / accident prevention measures should be implemented to avoid accidental fall among patients and visitors, as well as protecting the staff. Few such measures are mentioned below -

- a. The ideal time to clean the facility is when patients / visitors are not present. If, however this is not possible then they should be requested, to step aside or wait outside for the duration of the cleaning.
- b. Avoid wet and slippery floors.
- c. Use appropriate / cautionary signage
- d. Arrange furniture for easy movements of the patients to avoid accidents.
- e. Pay attention while cleaning the electrical switchboards. Do not sprinkle water / liquids on the electrical connections.

2. Storage of cleaning & Cleaning articles / material

- a. Storage place for cleaning materials should be earmarked to enable easy accessibility to the Cleaning staffs. The daily usable supplies should remain in the closets provided in that area which should be maintained clean, odour free and dry. The equipment and storage closet should be cleaned every week.
- b. The toilet cleaning materials should be stored in a separate place. Store the disinfectants and cleaning chemicals separately.
- c. This should be controlled by the clerical asistant who must check the store once a week if not daily with the aim of checking the stock and serviceability of the equipment / chemicals and should replace / replenish them respectively if required.

3. Personal protection equipment / gear to be worn by the Cleaning staff

Healthcare workers, more so the facility's Cleaning staff, must take precautions and use personal protection in the U-HWC to counter the risk of contracting disease. The following personal protection equipment should be used by the Cleaning staff:

- a. Clothing – wearing of aprons over the personal clothing and to protect direct skin contact with the waste. Rubber aprons should be worn wherever liquid waste is being handled.
- b. Wearing of masks when exposed to dust and allergens. Cloth masks should be used since they can be washed and reused and are more economical in the long run.
- c. Water proof gloves / Heavy duty gloves should be worn specially when handling biomedical and potentially infectious waste.
- d. Gumboots or rubber shoes should be worn when handling biomedical / wet waste.
- e. Protective eye goggles should be worn to avoid the splashing of eyes with infectious / body fluids.

4. Miscellaneous Duties

- i. Assist the nursing staff in administering enemas.
- ii. Perform all tasks as provided in the Bio Medical Waste Management Plan and Policy of the U-HWC
- iii. Other Cleaning and Cleaning jobs as entrusted by the Medical Officer/Nursing Staff/Administrative Officer on duty or his/her authorised representative.

Clerical Assistant in each shift should be posted for looking after the cleaning & Cleaning service, who in turn will report to the U-HWC authority regarding the performance as per checklist.

SECTION VI: GENERAL INSTRUCTIONS TO BIDDERS

1. Introduction

- 1.1 Before formulating the bid and submitting the same to the Chairman, Jiaganj-Azimganj Municipality, Murshidabad, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its bid.

2 Corrupt or Fraudulent Practices

- 2.1 It is required by all concerned namely the Consignee/Bidders/Contractors etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Chairman, Jiaganj-Azimganj Municipality, Murshidabad: -
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Chairman, Jiaganj-Azimganj Municipality, Murshidabad, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Chairman, Jiaganj-Azimganj Municipality, Murshidabad of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- (d) The competent Authority will be at liberty to initiate both Civil proceeding claiming damages, compensation etc. and Criminal proceeding against the consignee/ Bidder/Contractor for any kind of corrupt or fraudulent practises.

3. Availability of Funds

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the Chairman, Jiaganj-Azimganj Municipality, Murshidabad/consignee.

4. Consignee as Executor of contract

- 4.1 When the Chairman, Jiaganj-Azimganj Municipality, Murshidabad for this tender is a ULB Chairman, he will declare the result of evaluation of bids for this tender and issue notification(s) of award(s) of contract to successful bidder(s). The consequent contract(s) with the bidder(s) shall be signed and executed henceforth by the consignee(s).

5. Eligible and Qualified Bidders

5. 1 The bidder should have supplied in any 3 (three) years after 1st January’ 2013 till the date of tender invitation, at least 100% of the quoted quantity of the similar goods and / or services meeting major specification parameters, which has/ is functioning, preferably, in a Government Hospital or establishment.

6. Bidding, Contracting and Billing Expenses

- 6.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and for

subsequent processing the same. The Chairman, Jiaganj-Azimganj Municipality, Murshidabad will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

- 6.2. The bidder shall bear all costs, including the cost of stationery and printing, for signing of the contract.

7. Assignment

- 7.1 The Contractor shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract.

8. Clarification of TE documents

- 8.1 A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the Chairman, Jiaganj-Azimganj Municipality, Murshidabad in the pre-bid meeting.

- 8.2. The bidder may also take up the same in writing. The Chairman, Jiaganj-Azimganj Municipality, Murshidabad will respond in writing to such request provided the same is received by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad not later than eight days prior to the prescribed date of submission of bid.

- 9.3. Financial Bid will be the rate quoted by the bidder (in INR) _____, which shall be exclusive of all rates, Administrative Charge, Commission, GST, taxes, ESI, EPF etc. There shall be no other sum payable on any head to the bidder other than the bills based on the rate quoted in the Financial Bid, subject to the provisions of Sl. 14 of the e-NIT.

C. PREPARATION OF BIDS FOR e-TENDER

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

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

10.2. Digital Signature Certificate (DSC)

10.2.1. Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of bids from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site <https://wbtenders.gov.in>. DSC is given as a USB e-Token.

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

10.3. Submission of Bids

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

- 1) Technical Proposal: containing Statutory Cover and Non-statutory cover
- 2) Financial Proposal: containing Bill of Quantities

10.4. Technical Proposal: Statutory Cover

10.4.1. Statutory Cover shall contain the following documents:

A) Tender Documents:

- i) Application to participate in tender as per Section VIII: Tender Application Form (refer GIB 12.2)
- ii) Notice Inviting Tender: Sections 1 to XV

B) Scanned copy of EMD or documents in support of exemption/relaxation claimed for EMD

10.5. Technical Proposal: Non-Statutory Cover

10.5.1 Click the check boxes beside the necessary documents in the My Document list and then click the tab "Submit Non Statutory Documents" to send the selected documents to Non-Statutory folder.

10.5.2 Next Click the tab "Click to Encrypt and upload" and then click the "Technical" Folder to upload the Technical Documents using: (a) multiple scan (b) black and white scan (c) scan resolution should be within 250.

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

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	i. Income Tax PAN ii. Professional Tax Registration iii. GST Registration iv. ESIC Code Number (refer GIB 12.6) v. EPFO Registration (refer 12.7) vi. Contract Labour (Regulation Abolition) Act Registration (refer GIB 12.8)

B.	Company Detail(s)	Company Detail	i. Certificate of Incorporation ii. Trade Licence up to date iii. Power of Attorney (refer GIB 12.3)
C.	Credential	Credential – 1 Credential – 2	Performance Statement as per Section IX along with documentary evidence
D.	Documents	Documents	i. Audited Balance Sheet & Profit & Loss A/c of last 3 years counting backwards from Financial Year 2020-21, with due certification of a CA firm containing Membership No. and UDIN ii. Name, address of banker, account number iii. Bank Solvency Certificate as per GIB 12.5 iv. Bidder's Undertaking as per GIB clause 12.4 v. Bidder's Undertaking to provide Cleaning Equipment as per Section XII for this job

10.6 Financial Proposal: Bill of Quantities

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

11. Earnest Money Deposit (EMD)

11.1 The amount of Earnest Money to be submitted shall be Rs. _____ /-(Rupees _____ only).

The amount of EMD shall be approximately equal to 2% (two percent) of the estimated amount put to tender i.e., Rs. _____ /- (Rupees _____ only)

11.2 The earnest money shall be denominated in Indian Rupees

11.3 Deposition of earnest money:

- Net Banking (any of the banks listed in the _____ Bank gateway) in case of payment through _____ bank Payment Gateway.
- RTGS/NEFT in case of offline payment through bank account in any bank.

11.4. Payment by Net Banking:

- On selection of net banking as payment mode, the bidder will be directed to _____ Bank

Payment Gateway webpage (along with a string containing a UNIQUE ID) where he will select the bank through which he/ she wants to do the transaction.

- b) Bidder will make payment after entering his/her Unique ID and password of the bank to process the transaction.
- c) Bidder will receive a confirmation message regarding success / failure of the transaction.
- d) If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Government maintained with the Focal Point Branch of _____ Bank at _____, _____ for collection of EMD / Tender fees.
- e) If the transaction is failure, the bidder will again try for payment by going back to the first step.

11.5. Payment through RTGS/ NEFT:

- a) On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having details to process RTGS/NEFT transaction.
- b) The bidder will print the challan and use the pre-filled information to make RTGS / NEFT payment using his bank account.
- c) Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT / RTGS process to complete, in order to verify the payment made and continue the bidding process.
- d) Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- e) But if the payment verification is unsuccessful, the amount will be returned to bidder's account.

11.6. Refund / Settlement Process:

- a) After opening of the bids and technical evaluation of the same by the tender inviting authority (TIA) through electronic processing in the e-Procurement portal of the State Government, the TIA will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to _____ Bank by the e-Procurement portal through web service.
- b) On receipt of the information through e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidder's bank account from which transaction was made. Such refund will take place within T+2 Bank Working Days (Where T means the date on which information on rejection of bid is uploaded to e-Portal by the TIA.)
- c) Once the Financial bid evaluation is electronically processed in the e-Procurement Portal, EMD of the technically qualified bidders other than that of L1 & L2 bidders will be refunded, through an automated process, to the respective bidders' bank account from which payment was made. Such refund will take place within T+2 Bank working days. However, the L2 bidder should NOT BE REJECTED till the LOI (Letter of Intent) process is successful.

d) If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement Portal, EMD of the L2 bidder will be refunded through an automated process, to the bank account from which payment was made. Such refund will take place within T+2 Bank working days. (Here T means the date on which information on Award of Contract to the L1 bidder is uploaded in the e-Procurement Portal by the TIA)

e) As soon as the L1 bidder is awarded the contract and the same is processed electronically in the e-Procurement Portal:-

i) EMD of the L1 bidder for tenders of the State Government Offices will automatically get transferred from the pooling account to the State Govt. Deposit Head "8443-00-103-001-07" through GRIPS along with the bank particulars of L1 bidder.

ii) Such transfer will take place within T+1 Bank working Days (Here T means the date on which Award of Contract is issued)

iii) All refunds will be made mandatorily to the Bank A/C from which payment of EMD was initiated.

11.7. The TIA of the government offices will be using their respective e-Procurement User ID and password to view the EMD deposited by the bidders in the pooling accounts.

12. Additional Information on Technical Proposal/Bid

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

12.2 Tender Application Form as per Section VIII **without indicating any prices. Any mention of price at this stage may lead to summary rejection of bid.**

12.3 Power of Attorney in favour of signatory of TE documents.

12.4 Bidder's undertaking:

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

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

12.5 **Bank Solvency Certificate** of the bidder shall be for any date within last 3 (three) months from date of issue of this tender.

The Bank Solvency Certificate must be for an amount equal to 3 (three) months' total statutory

monthly emoluments as per applicable rates of that date, payable to the total number of (unskilled + semi-skilled + skilled) workers to be deployed as per Section III: Requirements and EMD in the U-HWC. **It is a onetime procedure.**

Here 'Statutory Monthly Emoluments' shall mean amount payable as per Row 12 of Schedule of Payment under Section XIII: Proforma of Monthly Bill to be submitted by the Bidder.

No additional charges, taxes, including General Service Tax etc. need to be considered for purpose of calculation of 'Statutory Monthly Emoluments' as mentioned in this clause.

- 12.6 ESIC Code Number Allotment is mandatory.
- 12.7 EPFO Registration is compulsory.
- 12.8 Registration under Contract Labour (Regulation and Abolition) Act for contractors employing 20 or more persons on any day during preceding 12 months from date of issue of tender.
- 12.9 The bidder shall have valid license for providing pest control under the Insecticide Rules, 202271 either in its own name or it shall have a valid agreement with a contractor rendering pest control services, who shall have a valid license for providing pest control under the Insecticide Rules, 202271.

13 Preparation of Bid Documents

- 13.1 The bid shall either be typed or written in indelible ink and the same shall be signed/ digitally signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- 13.2 All the documents of the bid shall be duly signed/ digitally signed at the appropriate places as indicated in the TE documents and all other pages of the bid including printed literature, if any shall be initialled by the same person(s) signing the bid. The bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the bid.
- 13.3 It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary evidence to substantiate the corresponding statement.
- 13.4 A bid, which does not fulfil any of the above requirements and/or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.
- 13.5 **Bid sent by paper/fax/telex/cable/email etc shall be ignored.**

14 Tender Prices

- 14.1 Bidders submitting lowest value for the Bid will be accepted. Bid value will include the minimum approved wages of employees engaged by the agency, as per sanctioned strength, other applicable charges as Bonus, EPF, ESIC etc. and other statutory deductions and Government taxes as applicable.



Consumable are to be provided by the U-HWC authority.

14.2 The bidder shall pay the staff deployed by it for Clerical Assistant and Cleaning in the U-HWCs, at least the minimum wages as fixed by the state government, bonus, dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time. These Statutory Charges claimed by the bidder shall be reimbursed by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad on basis of submission of documentary evidence of actual payment made by the bidder to its Cleaning staff deployed at the U-HWC in previous month.

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

15. Firm Price

15.1 The price quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Service Tax shall be paid for by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad as applicable, from time to time. Minimum wages, bonus, entitlement, dues etc. as per the relevant statutes in vogue shall be paid for by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad as revised from time to time.

16. Alternative Bids

16.1 Alternative Bids are not permitted.

17. Bid Validity

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

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

17.3 In case the day up to which the bids are to remain valid falls on/ is subsequently declared a holiday or closed day for the Chairman, Jiaganj-Azimganj Municipality, Murshidabad, the bid validity shall automatically be extended up to the next working day.

D. OPENING OF TENDER

18.1 The Chairman, Jiaganj-Azimganj Municipality, Murshidabad will open the bids after the

specified date and time as indicated in the NIT.

18.2 Authorized representatives of the bidders may attend the tender opening.

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

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

18.5 In the Technical Proposal, the Cover (folder) for Statutory Documents will be opened first and if found in order, the cover (folder) for Non-Statutory Documents will be opened.

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

E. SCRUTINY AND EVALUATION OF BIDS

19. Basic Principle

19.1 Bids will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.

19.2 The Chairman, Jiaganj-Azimganj Municipality, Murshidabad will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the Bids are generally in order. The bids, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

19.3 Prior to the detailed evaluation of Price Bids, pursuant to GIB Clause 20, the Chairman, Jiaganj-Azimganj Municipality, Murshidabad will determine the substantial responsiveness of each Bid to the TE Document. For purposes of these clauses, a substantially responsive Bid is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 3), Terms and mode of Payment (GCC Clause 7), Force Majeure (GCC Clause 12) and Applicable law (GCC Clause 17) will be deemed to be a material deviation. Determination of a Bid's responsiveness by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad is to be based on the contents of the bid itself without recourse to extrinsic evidence.

19.4 If a Bid is not substantially responsive, it will be rejected by the Chairman, Jiaganj-Azimganj



Municipality, Murshidabad.

- 19.5 Decrypted (transformed into readable format) documents of the non-statutory cover will be downloaded and handed over to the Tender Evaluation Committee. The Committee will evaluate technical proposals as per terms laid down in this tender document.
- 19.6 During evaluation the Committee may summon bidders & seek clarification /information or additional documents or original hard copies of documents submitted online. If these are not produced within specified time, the bid proposals will be liable for rejection.
- 19.7 The result of evaluation of technical bids, along with information regarding further steps in evaluation of the tender shall be uploaded online.

20 Discrepancies in Prices

- 20.1 If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- 20.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.

21. Schedule-wise Evaluation

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

22. Comparison of Bids

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

23. Bidder's capability to perform the contract

- 23.1 The Chairman, Jiaganj-Azimganj Municipality, Murshidabad, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- 23.2 The above-mentioned determination will inter alia, take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the Chairman, Jiaganj-Azimganj Municipality, Murshidabad as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad, including inspection of warehouse/ registered or branch office/ site visit of any current project(s) etc. of the bidder by authorized representative(s) of Chairman, Jiaganj-Azimganj Municipality, Murshidabad.

F. AWARD OF CONTRACT

24. Right of the Chairman, Jiaganj-Azimganj Municipality, Murshidabad to accept any bid and to reject any or all bids

24.1 The Chairman, Jiaganj-Azimganj Municipality, Murshidabad reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the tendering process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

25. Award Criteria

25.1 Subject to GIB clause 24 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad. The list of successful bidder(s) shall be uploaded online.

26. Variation of Quantities at the Time of Award, Currency of Contract

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

26.2 The quantity of goods and/ or services mentioned in the relevant section(s) in tender to be procured may be staggered during currency of the contract.

26.3 The Chairman, Jiaganj-Azimganj Municipality, Murshidabad reserves the right to extend the 01 (01) year contract by another 01 (one) year on same terms and conditions at the end of 01 (one) year contract period. Thereafter, the contract may be extended on same terms and conditions for further periods on mutual agreement between the Chairman, Jiaganj-Azimganj Municipality, Murshidabad and Contractor.

26.4 *In case of tie, Tenderer will be selected by draw of lots.*

27. Notification of Award

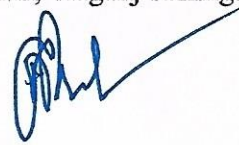
27.1 Before expiry of the tender validity period, the Chairman, Jiaganj-Azimganj Municipality, Murshidabad will notify the list of successful bidder(s) online. In addition, each successful bidder shall be notified in writing, by registered/ speed post or by fax/ telex/ cable/ email (to be confirmed by registered / speed post) that its bid for goods and/ or services, which have been selected by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods and/or services and corresponding prices accepted. The successful bidder must furnish to the Chairman, Jiaganj-Azimganj Municipality, Murshidabad the required performance security within fifteen (15) days from the date of issue of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the

performance security have been provided under Section VII: GCC Clause 3.

- 27.2 The Notification of Award shall constitute the conclusion of the Contract and the 01 (One) year contract period shall commence from this date of notification.
- 27.3 The successful Bidder shall also physically submit original documents/ duly attested photocopies of all documents uploaded by him online at the time of bidding.
- 28. Issue of Contract**
- 28.1 Within 7 (seven) days of notification of award, the successful bidder will sign the contract form as per Section XI with the Chairman, Jiaganj-Azimganj Municipality, Murshidabad.
- 28.2 The Chairman, Jiaganj-Azimganj Municipality, Murshidabad reserves the right to issue the Notification of Award consignee wise.
- 29. Non-receipt of Performance Security and Contract by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad.**
- 29.1 Failure of the successful bidder in providing performance security and/ or signing contract in terms of GIB clauses 27 and 28 above shall make the bidder liable for forfeiture of its EMD and also, for further actions by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad against it as per the clause 10 of GCC: Termination for default.
- 30. Publication of Tender Result**
- 30.1 The name and address of the successful bidder(s) receiving the contract(s) will be published in the websites <https://wbtenders.gov.in> and www.wbhealth.gov.in/....

SECTION VII: GENERAL CONDITIONS OF CONTRACT

- 1. Use of contract documents and information**
- 1.1 The Contractor shall not, without prior written consent of the Chairman, Jiaganj-Azimganj Municipality, Murshidabad, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the Chairman, Jiaganj-Azimganj Municipality, Murshidabad in connection therewith, to any person other than the person(s) employed by the Contractor in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 1.2 Further, the Contractor shall not, without prior written consent of the Chairman, Jiaganj-Azimganj Municipality, Murshidabad, make use of any document or information mentioned in GCC sub-clause 1.1 above except for the sole purpose of performing this contract.
- 1.3 Except the contract issued to the Contractor, each and every other document mentioned in GCC sub-clause 1.1 above shall remain the property of the Chairman, Jiaganj-Azimganj Municipality, Murshidabad and, if advised by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad, all copies of all such documents shall be returned to the Chairman, Jiaganj-Azimganj


Chairman
Jiaganj-Azimganj Municipality

Municipality, Murshidabad on completion of the Contractor's performance and obligations under this contract.

2. Patient Rights

- 2.1 The Contractor shall, at all times, indemnify and keep indemnified the Chairman, Jiaganj-Azimganj Municipality, Murshidabad, free of cost, against all claims which may arise in respect of goods and/ or services to be provided by the Contractor under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Chairman, Jiaganj-Azimganj Municipality, Murshidabad, the Chairman, Jiaganj-Azimganj Municipality, Murshidabad shall notify the Contractor of the same and the Contractor shall, at his own expenses take care of the same for settlement without any liability to the Chairman, Jiaganj-Azimganj Municipality, Murshidabad and it will be the sole responsibility of the Consignee/Bidders/Contractors, to pay any kind of damage or compensation in this regard.

3. Performance Security

- 3.1 Within 15 (fifteen) days from date of the issue of notification of award by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad, the Contractor, shall furnish performance security to the Chairman, Jiaganj-Azimganj Municipality, Murshidabad for an amount equal to 1 (One) Months' Gross Amount Payable to Contractor [as per Row 22 of Schedule of Payment under Section XIII: Proforma of Monthly Bill to be Submitted by Bidder] as per applicable rates on date of commencement of contract. The Performance Security shall be retained up to ninety (90) days after the date of completion of all contractual obligations by the Contractor.
- 3.2 The Performance security shall be deposited in Indian Rupees to the state government through TR Challan under head of account 8443-00-103-Earnest Money-01-07-Deposit.

No other forms of deposit can /will be entertained by the U-HWC authority.

- 3.3 In the event of any failure /default of the Contractor with or without any quantifiable loss to the Chairman, Jiaganj-Azimganj Municipality, Murshidabad District, the amount of the performance security is liable to be forfeited. The Chairman, Jiaganj-Azimganj Municipality, Murshidabad District Administrative Department may do the needful to cover any failure/default of the Contractor with or without any quantifiable loss to the Chairman, Jiaganj-Azimganj Municipality, Murshidabad District.
- 3.4 In the event of any amendment issued to the contract, the Contractor shall, within 21 (twenty-one) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

- 3.5 Subject to GCC sub – clause 3.1 and 3.3 above, the Chairman, Jiaganj-Azimganj Municipality, Murshidabad will release the Performance Security without any interest to the Contractor on completion of the Contractor's all contractual obligations.
- 3.6 In case of more than one L1 bidder, the provisions mentioned in memo No. 4599- PWD-12039/2//2020-DIR-(PWD) dated 29-10-2021 issued with the concurrence of Finance Department vide U.O. No. Group-T/2021-2022/0659 dated 29-09-2021 will be attracted.
- 3.7 Additional performance Security @ 10% of the amount calculated in the same way as fixation of EMD is required by way of Bank Guarantee.
- 4. Clerical Assistant&Cleaning Staff to be deployed by Bidder at U-HWC**
- 4.1 The contractor shall employ adult labour only. Employment of child labour shall render the contractor liable to termination of the contract under GCC Clause 10: Termination for Default. The contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.
- 4.2 The contractor at all times should indemnify the U-HWC against all claims, damages or compensation under the provisions of Payment of Wages Act, 202236; Minimum Wages Act, 202248; Employer's Liability Act, 202238; The Workmen Compensation Act, 202223; Industrial Disputes Act, 202247; Maternity Benefit Act, 202261 or any other law relating thereof and rules made hereunder from time to time. The Chairman, Jiaganj-Azimganj Municipality, Murshidabad Administrative Department shall not own any responsibility in this regard.
- 4.3 The contractor shall pay the staff deployed by it for Cleaning & Cleaning in the U-HWC, at least the minimum wages as fixed by the state government, bonus as per Payment of Bonus act, any other dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time.
- 4.4 The Clerical Assistant&Cleaning staff deployed through contractor at the U-HWC shall not claim any benefit, compensation, absorption or regularization of their services in the establishment of the Chairman, Jiaganj-Azimganj Municipality, Murshidabad District Administrative Department either under the provision of Industrial Disputes Act, 202247 or Contract Labour (Regulation & Abolition) Act, 202270 or any other law in vogue and revised from time to time. The contractor shall obtain an undertaking from the deployed persons to the effect that the deployed persons are the employees of the contractor. The Contractor shall submit the said undertaking to the U-HWC. In the event of any litigation on the status of the deployed staff, the Chairman, Jiaganj-Azimganj Municipality, Murshidabad District Administrative Department shall not be a necessary party. However, in any event, either by the deployed persons or on order of a Court of Law, if the Chairman, Jiaganj-Azimganj Municipality, Murshidabad District Administrative Department is made necessary party in dispute to adjudicate the matter, the contractor shall reimburse the expenditure borne by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad District Administrative Department for such.

- 4.5 The contractor shall be fully responsible for the conduct of his staff.
- 4.5.1 The Clerical Staff&Cleaning staff shall not divulge or disclose any details of operational process, technical know-how, confidential information, security arrangement, administrative matters, to third person(s).
- 4.5.2 The staff deployed should be disciplined, entailed on enforcing prohibition of alcoholic drinks, paan, smoking, loitering without work, gambling etc. any illegal, disruptive, immoral act within the premises of U-HWCs.
- 4.5.3 The staff should be sensitive in dealing with patients and persons accompanying patients and also the public at U-HWCs.
- 4.5.4 The contractor and his staff shall take proper and reasonable care and precautions to prevent loss, destruction, waste or misuse in any area within its scope of responsibilities in the U-HWC, and shall not knowingly lend to any person or identity any of the effects, assets or resources of the U-HWC, under its control.
- 4.5.5 Any loss/ damage etc. to the property, persons (including to patient-parties) of the U-HWC due to negligence/ any action on part of contractor or his staff, established after an enquiry by authorized representative(s) of the U-HWC/any higher authority of the Government; shall be recovered from the contractor through appropriate method without prejudice to any other rights and remedies available to the U-HWC under the contract.
- 4.5.6 Any misconduct/ misbehaviour by any Cleaning staff of Clerical Assistant deployed by the Contractor shall be promptly dealt with by the Contractor. If competent authority of the U-HWC so desires, such staff shall be immediately replaced by the contractor at his own risk, cost and responsibilities, with written intimation to the competent authority about such move.
- 4.6 The contractor shall maintain adequate number of manpower as per Section III: Requirements and EMD. He shall maintain a pool of standby Cleaning staff, so that he can substitute an absentee staff with a reliever of equal status. If any required worker is absent from duty on any occasion, Liquidated Damages as per GCC clause 9 shall be imposed.
- 4.7 **Training on behavioural aspects and ethics to the clerical assistant&Cleaning staff deployed at the U-HWC should be conducted regularly by the Contractor.** Training report for the same shall be submitted by the contractor to the U-HWC half-yearly.
- 4.8 Appropriate measures for the health and safety of the Cleaning staff deployed at the U-HWC should be undertaken by the Contractor regularly. A report regarding the same shall be submitted by the contractor to the U-HWC half-yearly.
- 4.9 The attendance sheet in respect of the Cleaning staff deployed at U-HWC shall be authenticated daily by a designated Clerical Assistant staff of contractor and countersigned by an appropriate authority of U-HWC. The attendance sheet shall be submitted by contractor along with the monthly bill payable to him by U-HWC.

5. Suggestion Book

5.1 The contractor shall meet the competent authority of U-HWC at mutually agreed intervals to take feedback on the Cleaning services being provided by it and rectify deficiencies accordingly.

5.2 The Contractor shall maintain a Suggestion book for comments on the services rendered by it and submit an 'Action Taken Report' on it to the competent authority of the U-HWC half-yearly.

6. Modification of Contract

6.1 If necessary, the Chairman, Jiaganj-Azimganj Municipality, Murshidabad may, by a written order given to the Contractor at any time during the tenure of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Requirements and Specifications of the goods and /or services.
- b) Any other area(s) of the contract, as felt necessary by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad depending on the merits of the case.
- c) And on any other terms and conditions as laid down in the contract, upon direction of Competent Authority of Health & Family Welfare Department.

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

7. Terms and Mode of Payment

(All powers of the Chairman, Jiaganj-Azimganj Municipality, Murshidabad District shall have to be delegated to the consignee U-HWC for purposes of execution of the contract, i.e. for payment, imposition of liquidated damages, termination etc. This point has been suggested in GIT 4)

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

7.2 The Contractor shall raise bills in proforma as per **Section XIII: Proforma of monthly-bill to be submitted by Bidder** for all payments due to him at the end of each month. He shall submit the bills, along with necessary supporting documents in triplicate to the Chairman, Jiaganj-Azimganj Municipality, Murshidabad.



- 7.3 Along with the above bill the Contractor shall certify and submit supporting documents for the following:
- The attendance sheet in respect of the Cleaning staff deployed at U-HWC, authenticated daily by a designated Clerical Assistant staff of contractor and countersigned by an appropriate authority of U-HWC.
 - Date on which wages of the workers were credited to their bank accounts in the preceding month. (The bank statement showing monthly salary paid through ECS/ DBT to the Clerical Assistant and Cleaning staff deployed at the U-HWCs in the preceding month shall be submitted for verification)
 - The ESI Contribution relating to workers (copies of ESI Cards of workers, copy of ESI deposit challan shall be enclosed)
 - EPF Contribution relating to workers (copies of EPF numbers of workers, copy of EPF deposit challan shall be enclosed)
 - Self declaration, "We are complying with all statutory Labour laws in vogue and as amended up to date, including the Minimum Wages Act".
- 7.4 For the Cleaning staff, payment shall be made for only those employees, who were on duty during the month. The payment shall be restricted to the salary paid to them by the contractor as per the statutory requirements. No payment shall be made for absentee employees.
- 7.5 Payment shall be made after the 'Work Done Satisfactorily' Certificate is issued against the bill by the competent authority of the U-HWC.
- 7.6 The contractor shall be absolutely and exclusively responsible for the payment of salary for the Clerical Assistant & Cleaning staff deployed at the U-HWC on or before the 7th of each succeeding month to protect the interest of Cleaning staff and ensure smooth running of Cleaning in U-HWC, irrespective of whether or not he may be able to raise and submit bills or receive payments from U-HWC by that time.
- 7.7 In Case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.
- 7.8 The contractor shall provide the mandate form for ECS payment to its Cleaning employees.
8. Variation, Delay in the Contractor's performance
- 8.1 The Contractor shall deliver the goods and perform the services under the contract as per quality, quantity and within the time schedule specified by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad in the relevant clauses of the contract.

8.2 Subject to the provision under GCC clause 12 any unexcused variation in quality, quantity, delay by the Contractor in maintaining its contractual obligations towards delivery of goods and/ or performance of services shall render the Contractor liable to any or all of the following sanctions:

- (i) imposition of liquidated damages,
- (ii) forfeiture of its performance security
- (iii) termination of the contract for default.

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

9. Liquidated damages

9.1 Subject to GCC clause 12, if the Contractor fails to deliver any or all of the goods and/ or fails to perform the services within the time frame(s) and other clauses incorporated in the contract, the Chairman, Jiaganj-Azimganj Municipality, Murshidabad shall, without prejudice to other rights and remedies available to the Chairman, Jiaganj-Azimganj Municipality, Murshidabad under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 5% (five percent) of the Monthly Management Fee) per occasion of default/ per week or part thereof of delay until the completion of delivery and/ or performance; subject to a maximum of 30% (thirty percent) of the Monthly Management Fee) in any calendar month. Once the maximum is reached Chairman, Jiaganj-Azimganj Municipality, Murshidabad may consider termination of the contract as per GCC 10.

10. Termination for default

10.1 The Chairman, Jiaganj-Azimganj Municipality, Murshidabad, without prejudice to any other contractual rights and remedies available to it (the Chairman, Jiaganj-Azimganj Municipality, Murshidabad), may, by written notice of default sent to the Contractor, terminate the contract in whole or in part, if the Contractor fails to deliver any or all of the goods and/ or perform the services and/ or fails to perform any other contractual obligation(s) as specified in the contract, or within any extension thereof granted by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad pursuant to GCC sub-clause 8.3.

10.2 In the event the Chairman, Jiaganj-Azimganj Municipality, Murshidabad terminates the contract

in whole or in part, pursuant to GCC sub-clause 10.1 above, the Chairman, Jiaganj-Azimganj Municipality, Murshidabad may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor shall be liable to the Chairman, Jiaganj-Azimganj Municipality, Murshidabad for the extra expenditure, if any, incurred by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad for arranging such procurement.

- 10.3 Unless otherwise instructed by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad, the Contractor shall continue to perform the contract to the extent not terminated.

11. Termination for insolvency

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

12. Force Majeure

- 12.1 Notwithstanding the provisions contained in GCC clauses 8, 9 and 10, the Contractor shall not be liable for imposition of any such sanction so long the delay and/or failure of the Contractor in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 12.2 For purposes of this clause, Force Majeure means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Chairman, Jiaganj-Azimganj Municipality, Murshidabad either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 12.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Chairman, Jiaganj-Azimganj Municipality, Murshidabad in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 12.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 12.5 In case due to a Force Majeure event the Chairman, Jiaganj-Azimganj Municipality, Murshidabad is unable to fulfil its contractual commitment and responsibility, the Chairman, Jiaganj-Azimganj Municipality, Murshidabad will notify the Contractor accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

13. Termination for convenience

- 13.1 The Chairman, Jiaganj-Azimganj Municipality, Murshidabad reserves the right to terminate the contract, in whole or in part for its (Chairman, Jiaganj-Azimganj Municipality, Murshidabad's) convenience, by serving written notice on the Contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Chairman, Jiaganj-Azimganj Municipality, Murshidabad. The notice shall also indicate inter alia, the extent to which the Contractor's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 13.2 The goods and/ or services which are complete and ready in terms of the contract and delivered and performed within 60 (sixty) days after the Contractor's receipt of the notice of termination shall be accepted by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad following the contract terms, conditions and prices.

14. Governing language

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

15. Notices

- 15.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 15.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

16. Resolution of disputes

- 16.1 If dispute or difference of any kind shall arise between the Chairman, Jiaganj-Azimganj Municipality, Murshidabad and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 16.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Chairman, Jiaganj-Azimganj

Municipality, Murshidabad or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 202296 of India. In the case of a dispute or difference arising between the Chairman, Jiaganj-Azimganj Municipality, Murshidabad and a Contractor relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator who will be an officer in the Department of Health and Family Welfare, Government of West Bengāl, appointed to be the arbitrator by the Principal Secretary to that Department. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

16.3 The venue of arbitration shall be the place from where the contract has been issued, i.e., Kolkata, India.

17. Applicable Law and Legal Suits

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

17.2 All disputes would be decided at the Kolkata jurisdiction.

18. General/ Miscellaneous Clauses

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

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

18.3 The Contractor shall notify the Chairman, Jiaganj-Azimganj Municipality, Murshidabad of any material change that would impact on performance of its obligations under this Contract.

18.4 Each member/constituent of the Contractor, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Chairman, Jiaganj-Azimganj Municipality, Murshidabad for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

18.5 The Contractor shall, at all times, indemnify and keep indemnified the Chairman, Jiaganj-Azimganj Municipality, Murshidabad against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/its associate/affiliate etc.

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

**The Chairman, Office of the Councillors,
Jiaganj-Azimganj Municipality,
Murshidabad**

SECTION VIII: TENDER APPLICATION FORM

To,

**The Chairman, Jiaganj-Azimganj Municipality,
Murshidabad, on behalf of U-HWC**

Address.....

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above TE Document, including amendment/corrigendum number _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and/ or services) in conformity with your above referred document for the sum, as shown in the price schedule/Bill of Quantity attached herewith and made part of this bid.

If our bid is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements and Consignee list.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in terms of GCC clause 3, for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the GIB clause 17, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us. We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by any Government Authorities/ Organization/ Institution etc.

Brief of court/legal cases pending, if any, are following:

We would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by theU-HWC to verify this statement.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any.

**(Signature with date) (Name and designation) Duly authorised to sign bid for and on behalf of
Bidder**


**Chairman
Jiaganj-Azimganj Municipality**

SECTION IX: PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

(Submit with documentary evidence)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Bidder : _____

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

Signature and seal of the Bidder

** The documentary evidence will be a certificate or bill paid by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad/ consignee/end user with cross- reference of order no. and date with a notarized certification authenticating the correctness of the information furnished.

SECTION X: Price Schedule/Bill of Quantity

[Directions to bidders for quoting prices online: The online Bill of Quantities (BOQ) will contain many columns. Please consider only the following columns in BOQ and quote your all inclusive price, (excluding Service Tax) for supply of one unit of goods and /or services you intend to bid for in Column number seven (7) titled as 'Basic Price (in. Rs.)' of the BOQ. Service Tax shall be paid for by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad as applicable. Minimum wages, bonus, entitlement, dues etc. as per the relevant statutes in vogue shall be paid for by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad as revised from time to time.]

Sl. No. (Col.1)	Item Description (Col.2)	Quantity (Col.4)	Units (Col.5)	Basic Price (in Rs.) (Col.7)
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Chairman
Jiaganj-Azimganj Municipality

1	The bidder shall quote a 'Management Fee' for providing goods and /or services, as applicable in the tender. The Management Fee shall be quoted as a percentage of the total Statutory Monthly Emoluments and others payable to the total number of (unskilled + semi-skilled + skilled) workers deployed for Clerical Assistant & Cleaning Staff in the U-HWC. Here 'Statutory Monthly Emoluments' shall mean amount payable as per Row 12 of Schedule of Payment under Section-XIII: Proforma of Monthly Bill to be Submitted by the Bidder. GST as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid. [For example: If you quote the figure '5'. It means that you will charge 5 % (five percent) of total Statutory Monthly Emoluments payable to the total number of (unskilled + semi-skilled + skilled) workers deployed for clerical assistant & Cleaning Staff in the U-HWC as Management Fee per month. GST as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid.	1	1 no.	[Quote Figure]
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Total Tender price in Rupees: Rs. _____/- (Rupees _____ only) **per year** (a figure will be computed by software by default)

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

Upload with digital signature of authorized personnel of Bidder

SECTION XI: CONTRACT FORM

(Address of the Chairman, Jiaganj-Azimganj Municipality, Murshidabad Office issuing the contract.)

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Contractor: _____

2. Chairman, Jiaganj-Azimganj Municipality, Murshidabad's TE document No __dated__ and subsequent Amendment

No _____, dated _____ (if any), issued by the Chairman, Jiaganj-Azimganj Municipality, Murshidabad

3. Contractor's Bid No dated ____ and subsequent communication(s) No dated ____ (if any), exchanged between the Contractor and the Chairman, Jiaganj-Azimganj Municipality, Murshidabad in connection with this tender.

4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned above, shall also be deemed to form and be read and construed as integral part of this contract:

- i. Notice Inviting Tender
- ii. General Instructions to Bidders
- iii. General Conditions of Contract
- iv. Requirements and EMD



- v. Specifications
- vi. Consignee List
- vii. Tender Application Form furnished by the Contractor
- viii. Price Schedule(s) furnished by the Contractor in its bid
- ix. Chairman, Jiaganj-Azimganj Municipality, Murshidabad Notification of Award

The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II: PREAMBLE: Definitions and Abbreviations of the Chairman, Jiaganj-Azimganj Municipality, Murshidabad TE document shall also apply to this contract.

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

5.1 Brief particulars of the goods and/ or services which shall be supplied/ provided by the Contractor are as under:

Schedule No.	Brief description of goods/ services	Quantity	Unit Price	Total price

5.2 Financial limit to contract

5.3 Requirements and EMD

5.4 Consignee List

5.5 Variation, Delay in the Contractor's performance

5.6 Any other additional services (if applicable) and cost thereof:

5.7 Performance Security

5.8 Clerical Assistant & Cleaning Staff to be deployed by Contractor at U-HWCs

5.9 Terms and Mode of Payment

5.10 Liquidated Damages

5.11 Termination for Default

5.12 Termination for insolvency

5.13 Force Majeure

5.14 Termination for convenience

5.15 Notices

5.16 Resolution of disputes

5.17 Applicable Law and Legal Suits

5.18 General/ Miscellaneous Clauses

5.20- 22 Assignment

Signature, name and address of the Chairman, Jiaganj-Azimganj Municipality, Murshidabad/ Consignee's authorised official)

For and on behalf of _____

Received and accepted this contract

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

Contractor)
For and on behalf of
(Name and address of the Contractor)

(Seal of Contractor)

[Already specified/ to be specified by the Administrative Branch/ Health Facility]

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

(G.O. no. HF/MA/1661/4R-06/12 dt.6.9.12 specifies statutory emoluments to workers)

(The monthly-bill raised by the Bidder shall be addressed to the Head of the U-HWC)

SECTION XIII: CHECKLIST FOR BIDDERS

Sl. No.	Checklist
1	EMD or documents in support of EMD exemption
2	Tender Application Form
3	Notice Inviting tender Sections I to XV
4	Scanned copy of EMD
5	GST registration
6	Income Tax PAN
7	Professional Tax Challan (current financial year)
8	ESIC Code Number.
9	EPFO Registration
10	Contract Labour (Regulation & Abolition) Act Registration
11	Certificate of Incorporation
12	Trade Licence
13	Power of Attorney
14	Performance Statement and credentials, duly notarised
15	Audited Balance Sheet & Profit/ Loss A/c for last 3 years
16	Name, address of banker, account number
17	Bank Solvency Certificate as described in Clause 12.5
18	Bidder's Undertaking as per GIB clause 12.4
19	Bidder's Undertaking to provide Cleaning & Cleaning Equipment as per Section XII for this job
20	Price Schedules/ Bill of Quantities (BOQ)

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

Annexure I

APPLICATION FORMAT

(To be furnished in the Company's official letter pad with full address and contact no, E mail address etc)

To

The Chairman, Jiaganj-Azimganj Municipality
Murshidabad, 742101

Sub: i) Name of work: _____

ii) Sl No.: _____

Ref: - N.I.T. Nodated

Sir,

Having examined the pre-qualification & other documents published in the N.I.T, I /we

Hereby submit all the necessary information and relevant documents for evaluation:

1. That the application is made by me / us on behalf of.....

In the capacity.....duly authorized to submit the offer.

2. We accept the terms and conditions as lay down in the NIT mentioned above and declare That we shall abide by it for throughout the tender period.

3. We are offering rate for the following schemes /items and assured to proper execute (Name of scheme)
-

4. We are the existing vendors in the Office of the Councillors, The Chairman, Jiaganj-Azimganj Municipality, Murshidabad / we are not the existing vendor in the Office of the Councillors, The Chairman, Jiaganj-Azimganj Municipality Office, Murshidabad (strike out whichever is not applicable

5. In the event of being selected, I will execute within the stipulated period excepting the condition which is beyond our control.

6. We understand that:

(a) Tender Selection Committee can amend the scope & value of the contract bid under this project.

(b) Tender Selection Committee reserves the right to reject any application without assigning any reason.

(c). After completion of work I/WE shall handover the site to the Assistant Engineer. After hand over we submit the actual measurement, Plan of ex. and proposed building and Bill to the office of the Chairman, Jiaganj-Azimganj Municipality, Murshidabad.

Signature of applicant

Date: -

Place

Contact no:


Chairman
Jiaganj-Azimganj Municipality

ANNEXURE II

Affidavit Proforma

I, Sri/Smt.

The Managing Director /Proprietor (etc.) of the Firm.

..... (Name of the firm)

At (address).....

P.O.

P.S.....Dist.....

do hereby solemnly affirm and declare as follows:

1. That I have not ever been convicted of any offence making myself liable to be disqualified to supply or execution ofto any Govt. or Govt. undertaking Organization /Institution in the State of West Bengal or other State or States.

2. That no case is pending against me or against my firm in any criminal court of law to supply ofto the Govt. or Govt. undertaking Organization / Institution in the State of West Bengal or other State or States (If any case is pending, state the details).

3. That, I also declare that if any information subsequently found incorrect or false will it automatically render the tender submitted by me cancelled and make me liable for penal/legal action as per law of the country.

4. That I do further affirm that the statements made by me in this tender are true to the best of my knowledge and belief and all the documents attached are genuine & correct.

Signature of applicant

Date: -

Contact no:

Place


Chairman
Jaganj-Azinganj Municipality