



OFFICE OF THE PRINCIPAL

College of Medicine & JNM Hospital

West Bengal University of Health Sciences

Kalyani, Nadia, West Bengal, PIN- 741235

NOTICE INVITING E-TENDER

E-NIT No:03/2026 (Security)

Bid Documents

for

Providing Security Services (2nd Call)" at

College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia

E-Mail: principal.comjnmh.kalyani@gmail.com

Website: <https://www.comjnmh.ac.in>



OFFICE OF THE PRINCIPAL
COLLEGE OF MEDICINE & J.N.M HOSPITAL
WEST BENGAL UNIVERSITY OF HEALTH SCIENCES
KALYANI, NADIA, WEST BENGAL. PIN- 741235
Email: principal.comjnmh.kalyani@gmail.com

Tender Reference No.: COMJNMH/PR/2026/1335

Dated: 02/06/2026

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Saini
02.06.26
Principal

College of Medicine & JNM Hospital

WBHHS, Kalyani, Nadia

Principal
College of Medicine & J.N.M. Hospital
Kalyani, Nadia



Section- I
PREAMBLE

The following definitions and abbreviations, which have been used in this Bid document, shall have the meanings as indicated below:

A. Definitions:

- i. **"Health Facility/Unit"** means the E-Tender inviting authority, purchasing services as incorporated in this E-Tender enquiry document, on behalf of consignees for this e-Tender the Health Facility/Unit herein be: The Principal, of **College of Medicine & JNM Hospital WBUHS, Kalyani, Nadia**.
- ii. **"Authority"** means Authority of College of Medicine & JNM Hospital WBUHS, Kalyani, Nadia.
- iii. **"Bid"** means Proposal/ Quotation received from a Firm/ Agency/ Contractor/ Bidder against the e-Tender.
- iv. **"Bidder"** means the Individual or Firm submitting Bids/ Quotations.
- v. **"Contractor/agency"** means the individual or the firm providing services as incorporated in the contract.
- vi. **"Security services"** means, a systemic approach to managing an organization's security needs as per specifications, terms and conditions stipulated under the contract, the organization in this case refers to College of Medicine & JNM Hospital WBUHS, Kalyani, Nadia.
- vii. **"Goods"** means the articles, material, commodities, consumables etc. which the Contractor/agency is required to supply to the College of Medicine & JNM Hospital WBUHS, Kalyani, Nadia under the contract.
- viii. **"Services"** means the scope of work, together with services allied and incidental to rendering of security services, supervision, managerial and administrative services, provision of technical assistance, training, maintenance service, insurance and other such obligations of the Contractor/agency covered under this contract.
- ix. **"Service Provider"** shall mean the Selected Bidder(L1).
- x. **"Earnest Money Deposit"** (EMD) means Bid Security/ monetary amount or financial guarantee to be furnished by a bidder along with its bid.
- xi. **"Contract"** means the written agreement entered into between the Principal, College of Medicine & JNM Hospital WBUHS, Kalyani, Nadia together with all the documents mentioned therein and including all attachments, annexure etc. herein with the contractor/agency selected as L1 Bidder as Second part.
- xii. **"Performance Security/ Performance Guarantee"** means monetary amount or financial guarantee to be furnished by the successful bidder (L1) for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- xiii. **"Specification"** means the document/ standard that prescribes the requirement with which goods and/ or service has to conform.
- xiv. **"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.
- xv. **"Day"** means calendar day.
- xvi. **"Bill of Quantity"** is the name for price schedule in E-Tender software.
- xvii. **"Similar Work"** is the work related with the Security Services in Government/PSU/Autonomous body or a reputed organization.
- xviii. **"ELDI"** is Employees' Deposit Linked Insurance Scheme, providing free life insurance for EPF members.

B. Abbreviation:

- i. **"BOQ"**: Bill of Quantity or the Price Schedule in which rates for the e-Tender should be quoted and uploaded online on the E-Tender website.
- ii. **"COM&JNMH"**: The College of Medicine and JNM Hospital, WBUHS, Kalyani, Nadia.
- iii. **"CST"**: Central Sales Tax.
- iv. **"DDP"**: Delivery Duty Paid.
- v. **"DSC"**: Digital Signature Certificate.
- vi. **"EPF"**: Employees Provident Fund.

- vii. **"ELDI"**: Employees' Deposit Linked Insurance Scheme.
- viii. **"EPFO"**: Employees' Provident Fund Organization.
- ix. **"ESIC"**: Employees' State Insurance Corporation.
- x. **"FDR"**: Fixed Deposit Receipt.
- xi. **"GCC"**: General Conditions of Contract.
- xii. **"GIB"**: General Instructions to Bidders.
- xiii. **"GST"**: Goods and Services Tax.
- xiv. **"ITB"**: Instruction to Bidders.
- xv. **"NIT"**: Notice Inviting E-Tender.
- xvi. **"TE Document"**: E-Tender Enquiry Document.
- xvii. **"SOR"**: Schedule of Requirements.



Tender Reference No.: COMJNMH/PR/2026/ 1335

Dated: 02/06/2026

SECTION – II

NOTICE INVITING e-TENDER (e-NIT)

E-NIT NO.: 03/2026 (Security)

(Through Pre-qualification)

(Submission of Bid through NIC e- tender portal)

Introduction:-

- 1) The Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia having its office at Kalyani, Nadia, PIN - 741235 invites e-tender from eligible and experienced Indian bidders in Two Bids System (Prequalification/Technical Bid & Price/Financial Bid) at the NIC Portal for “PROVIDING SECURITY SERVICES (2nd Call) at College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia” to its office Campus, including Hospital & Hostels and as described in detail in the Scope of Services in the Schedule of Requirements(SOR) in Section- III.
- 2) Intended bidders are requested to please visit website: <https://wbtenders.gov.in>, <https://www.wbuhs.ac.in> & <https://www.comjnmh.ac.in> for downloading documents at free of cost to submit their bids through e-tender portal <https://wbtenders.gov.in>.
- 3) An **Earnest Money Deposit (EMD)** or **Bid Security** of Rs.8.50 Lakh (Rupees Eight Lakh Fifty Thousand only) is to be paid by intending bidders by online payment. The Bid Security of the Selected Bidder will be released after expire of the contract period. It means EMD will be treated as Performance Security Deposit. EMD will be returned to the Unsuccessful Bidder through Online Mode. No interest will be paid on the EMD.
- 4) Technical Bid and Financial Bid must be submitted concurrently within the date and time stated in Sl. No. 13 of the e-NIT. All documents submitted by bidders should be properly indexed and digitally signed. The uploaded scanned document(s) should be legible, readable & not to be repetitive. Uploading of illegible document(s) will not be accepted and will stand for rejection of bid.
- 5) Both Technical Bid and Financial Bid, duly digitally signed are to be uploaded in their respective folders viz., technical (statutory & non-statutory) folder and financial folder simultaneously in the website <https://wbtenders.gov.in>.
- 6) Financial Bids will be considered only if the Technical Bid (both statutory and non-statutory) of a bidder is found qualified by the Tender Evaluation Committee. The decision of the Tender Evaluation Committee will be final and binding in this respect. The list of technically qualified and non-qualified bidders will be uploaded in the website <https://wbtenders.gov.in> in due time after completion of Technical Bid Evaluation.
- 7) **Eligibility Criteria for Participation:**
 - a) Eligible and Qualified Bidders : Experience of having successfully completed similar works during **last 03 year** sending last day of month previous to the one in which applications are invited should be either of the following.
 - i. The bidder must be a recognized security agency with experience in providing security services in a Government Hospital or Corporate Hospital / Medical College and Hospital/or any Autonomous body or any reputed Organization.

AND

Three similar completed works employing at least 50 personnel's costing not less than the amount equal to 70% of the estimated cost

OR

Two similar completed works costing not less than the employing at least 75 Personnel's and amount equal to 80% of the estimated cost.

- b) All bidders shall have to meet the minimum eligibility criteria in respect of both of the following:
- Financial Capacity**
 - Technical Capability including Both Experience and Credentials.**
- c) The eligibility of a bidder will be ascertained on the basis of the digitally signed documents submitted in support of the eligibility criteria as mentioned in (i) and (ii) above. If any document submitted by a bidder is found at any stage to be manufactured, false or untrue in any material respect, the bid of such bidder will be rejected outright without any prejudice to any right of the **Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia**, including forfeiture of EMD/ Bid Security or invoke the Performance Security.
- d) **A bidder shall submit only single tender.** If more than one tender are submitted, all the bids of concerned bidder shall be summarily rejected.
- e) **Financial capacity requirement is as follows: -**
- The bidder shall have an average annual turnover of at least Rs.2.25 (Two) crore in the following 3 (three) financial years, 2022-2023, 2023-2024 and 2024-25.

Estimated cost (Per year)	EMD(INR)	Bidder's Turn Over (INR)		Manpower Required	
		Annual Average	In Last 3 Years	Security Guard (M & F)	Supervisor
4.25 Crore	8.50 Lakhs	2.25 Crore	6.75 Crore	161	09

- f) **Technical Capacity Requirements are as Follows:-**

1	Name & Address of the tendered /Organization/Agency with phone number, email and name & telephone/mobile number of contract person.	Submit relevant Documents.
2	Experience of having successfully completed similar works during last 03 year sending last day of month previous to the one in which applications are invited should be either of the following. Three similar completed works employing at least 50 personnel's costing not less than the amount equal to 70% of the estimated cost OR Two similar completed works costing not less than the employing at least 75 personnel's and amount equal to 80% of the estimated cost Definition of "similar work" is the work related with the security services in a Government Hospital or Corporate Hospital / Medical College and Hospital/or any Autonomous body or any reputed Organization	Submit relevant Documents.
3	Experience in the work of providing Security Services. Submit Satisfactory 3 Particular of experience (attach certificate, testimonials). This work completion shall cover the details of works of similar nature, approximate documents magnitude and duration carried out and/or on hand during last 3years along with a certificate from the organization where the job was carried out.	Submit Satisfactory work completion documents

	Organization where the job was carried out.						
	Sl No	Name of Organization with complete address and telephone numbers	From	To	Total Contract period (years/Months)	Total Contract Amount (In Rs.)	Reason for Termination
4	Undertaking of the agency confirming the availability of the adequate manpower of required qualification and FORM-3 experience for deployment in Medical Colleges of COMJNMH.					Please submit declaration as "FORM-3"	
5	Set-up of your Agency, clearly indicating details of managerial, supervisory and other staff-						
a)	Is the establishment registered with the Government; please give details with document/evidence					Please submit copy of the relevant document	
b)	Do you have Live Labour license, please provide details and attach a copy						
6	Please give EPF No: ESI Code: Gratuity Act Registration No					Please submit copy of the relevant document	
7	a. Are you governed by Minimum Wages Rules of the Govt. of West Bengal? b. The agency besides providing security services should be capable of monitoring Traffic safety, Parking and Tress passing					Please submit declaration as FORM ' 3 '	
8	Please attach copy of last 3 years of Income Tax Return					Submit Documents	
9	The bidder should have an office in Kalyani/ Krishnanagar/Kolkata, if yes please provide office address, If not then, give undertaking on firm's letter head that an office should be opened in Kalyani/Krishnanagar/Kolkata within 30 days of the award of the work.					Submit relevant documents	
10	Having minimum annual average turnover/total turnover in last 3. Years (FY 2022-23, 2023-24, & 2024-25) should be as per Form ' 8'.					Submit relevant documents	
11	PAN No.					Please attach copy	
12	Registration under PSARA (Private Security Agency Regulation Act 2005 from West Bengal State)					Submit copy	
13	Trade License No. under shop establishment act					Please Submit	
14	Goods & Service Tax (GST)Registration No					Please Submit	
15	Acceptances of terms & condition attached (Yes/No) Please sign each page of tender document.					As per Form " 4 "	
16	Power of Attorney / authorization for signing the bid documents					As per Form "6"	
17	Please submit an undertaking that no case is pending with the police against the proprietor/firm/partner or the Company (Agency). In addition to that the firm/agency is presently not black listed by any State Govt. /Union Territory/ Govt. of India/Govt. organization/ Govt. Health Institutions					As per Form "5"	
18	Details of the bid security (EMD)					Submit copy	
19	Kindly mention the total number of pages in the tender Document. With credentials attached.						
20	ISO 9001:2008 /ISO 14001 / ISO 18001 /ISO 26000/ ISO 27001/ any other ISO equivalent certificate					Submit relevant documents	
21	Must have the own training centre or facility to train the guards by other agency (Certificate indicating that the agency is presently providing training facility					Submit relevant documents	

	to guards of the tendered)	
22	Valid labour license issued by concerned department of Government for employing at least 100 persons	Submit relevant documents
23	Current Bank Solvency certificate issued within one Submit relevant documents year from the date of tender amount rupees 1.00 Crore.	Attach documents at Form "11"
24	Registration with NSIC development scheme (EMD exemption).	Submit relevant documents

8) *Joint bids or consortium bids will not be entertained.*

9) The Tender Inviting and Accepting Authority will determine the eligibility of each bidder on the basis of the Technical Bid submitted by the bidder.

10) Bids are to remain valid for a period not less than 120 days after the last date for bid submission as specified in Clause No. 6, Section- V of this e-NIT. Bids valid for a shorter period shall be rejected as non-responsive.

11) Monthly Contract Fee payable to the Selected Bidder/ Service Provider shall be paid by the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia Medicine & JNM Hospital, WBUHS, Kalyani, Nadia after making appropriate deduction such as TDS and other statutory deductions i.e. GST at applicable rates, will be claimed in its bill / invoice by the Service Provider and will be disbursed accordingly by the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.

12) The bidder shall quote the price online in the space marked for quoting prices in Bill of Quantity (BOQ) in the specified format for the 03 (three) Financial years **(2026-2027, 2027-2028 & 2028-29)** [from starting date of providing Security Services (2nd Call) in the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia Medicine & JNM Hospital, WBUHS, Kalyani, Nadia). Only downloaded copies of the BOQ are to be uploaded. The Participating Bidder is required to quote its Service Charges for Deployment of such Security Personnel on per Person per Month basis in INR (Indian Rupees) in figure and words. Only the sum total of the BOQ rates for the 3 years will be considered for evaluation of Financial Bid.

13) **Bidding Schedule:**

Sl. No.	Particulars	Date & Time
1.	Date of Publish of Tender (Online)	05.06.2026 at 11:00 Hrs.
2.	Document Download Start Date (Online)	05.06.2026 at 16:00 Hrs
3.	Date of Pre-Bid Meeting	08.06.2026 at 11.30 Hrs onwars
4.	Last date of Receipt of any query by the private partner in relation to Tender Documents through email and hard copy	09.06.2026 up to 16.00 Hrs
5.	Date of incorporation of amendments, if any	10.06.2026 up to 16.00 Hrs
6.	Bid submission Start date (online)	11.06.2026 from 16:00 Hrs
7.	Bid submission End date (online)	25.06.2026 at 12.00 Hrs
8.	Date of Opening for Technical Bid (Online)	27.06.2026 at 12:00 Hrs onward
9.	Technical Bid evaluation	To be notified later
10.	Uploading list of responsive / non responsive bidders	To be notified later
11.	Date of Opening of Financial Bid (Online)	To be notified later
12.	Issue of Notification of Award	To be notified later

14) In the event, any of the specified dates as above being declared a holiday or if the office of the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia Medicine & JNM Hospital, WBUHS, Kalyani, Nadia being closed on such date, the event of the specified date will be taken up on the next working day at the same time.

15) The Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia Medicine & JNM Hospital, WBUHS, Kalyani, Nadia reserves the right to reject any or all bids and to accept or reject any or all offers without assigning any reason whatsoever and would not be liable for any cost that might have incurred by any bidder for bidding.

16) In addition to the above, bidders are advised to note carefully the instructions contained in the 'Instructions to Bidders' (ITB) and conditions in the General Conditions of Contract and other documents as per ITB before bidding.

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

- 18) The bidders shall in addition have to comply with all extant laws, regulations, practices and procedures of the Government of West Bengal in connection with public tenders or the proposed service.
- 19) During tender evaluation or even during performance of the Agreement, if any record submitted by any bidder is found to be incorrect, manufactured or fabricated, the bid of such bidder will be rejected and if the contract has already been awarded, the Agreement will be canceled (after giving an opportunity of hearing to the Selected Bidder), without any prejudice to any rights of the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.
- 20) The Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia reserves the right to cancel the tender process at any time without assigning any reason whatsoever, and without entertaining any claim in this respect. At any time prior to the deadline for submission of bids, or extension, if any, the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia may amend the Bidding Documents by issuing addenda/ corrigenda. In order to give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids or for other causes and considerations, The Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia may also, at its discretion, extend the time for the submission of bids.
- 21) **The EMD/ Bid Security Value: -**
- The tender will have to be submitted under the existing orders of the Government of the West Bengal & must accompanied with Earnest Money Deposit Electronically (ONLINE MODE) only as detailed in Government of West Bengal, Finance (Audit) Department Memo No. 3975-F(Y) Dated: 28th July, 2016.
 - For successful bidder it will be released after expiry of the tender period. It means EMD will be treated as Performance Security Deposit.
 - EMD will be returned to the Unsuccessful Bidder through Online Mode.
 - The EMD will be forfeited/ invoked in the following events:**
 - If the bidder withdraws or impairs or derogates from the tender process as a whole or for any particular item or items at any stage after the opening of the tender or
 - If the successful Tenderer fails / refuses to:
 - Enter into written agreement in accordance with Instructions to Tenderers;
 - Furnish a Performance Security/ Security Deposit within the stipulated time in accordance with Instructions to Tenderers;
 - If the Bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice.
 - If the bidder declared disqualified in terms of General Instruction to Bidders clause.
- 22) **Preference for S.S.I. units registered in West Bengal & PSUs in West Bengal:**
- Preference will be given to the S.S.I. units registered in West Bengal & PSUs in West Bengal State Based Other Manufacturers as per West Bengal Financial Rule incorporated under notification No. 10500-F dated 19.11.04 as amended hereafter.
 - Exemption from payment of earnest money for tenders, payment of security deposits, if selected and price preference for S.S.I. units registered in West Bengal & PSUs in West Bengal will be given as per West Bengal Financial Rule incorporated under Finance Department notification No. 10500-F, dated 19.11.2004 read with its amendments.
 - Bidders should upload valid registration certificate/ document issued by Government authority in support, if aforesaid exemption has been applied for. Any bid without EMD is liable to be canceled, if requisite document in support of availing such exemption(s) is not submitted.
- 23) Where an individual holds a Digital Signature Certificate in his own name duly issued to him in respect of a bidder of which he is a director/ principal officer, such person shall, while uploading any bid for and on behalf of the bidder, upload a copy of the Power of Attorney/ Board Resolution authorizing him to act on behalf of the bidder by a notarized affidavit on Indian Non Judicial Stamp Paper of Rs.10/- (Rupees ten only).
- 24) To execute Security Service the bidding agency should have the capacity to deploy at least effective 150 (One Hundred Fifty) personnel.
- 25) The Agency shall provide Security services by deploying adequately trained and well-disciplined security

personnel as per details mentioned below:

Sl. No.	Particulars	Medical College Hospital & Hostel
1	Security Supervisor/ Fire Supervisor/ CCTV Supervisor/ Head Supervisor (Preferably Ex- Military/ Ex-Para Military, Ex- State Police, Ex-Serviceman, Sports Person, NCC Cadets, Civil Defence Volunteers) M/F.	09 (Nine)
2	Security Guards without arm (Preferably Ex- Military/ Ex-Para Military, Ex- State Police, Ex-Serviceman, Sports Person, NCC Cadets, Civil Defence Volunteers). Minimum number of Female Security Guard should be 14 (Fourteen) rest will be Men.	161 (One Hundred Sixty One)

- 26) a) It should be mentioned that out of One Hundred Sixty One, 16(Sixteen) Sixteen number of security personnel [of which Female 10(Ten) & Male 6 (Six)] are governed by flagship programme Rattir Saathi- Helper at Night vide Order No.- 238/HS(MS)/HFW-38099(11)/61/2024, Dated: 13th September, 2024 of Special Secretary, Department of Health & Family Welfare, HS(MS) Branch, Government of West Bengal.
- b) "Adequate and well-trained security including a good proportion or balance of women security staff is necessary. Security staff must receive gender sensitization training as a part of conditions or appointment" as per notification no. F-91-1/2013 (TFGS) dated 02.05.2016 which was issued by Secretary, UGC.
- c) AT least minimum 30% female security personnel required.
- 27) Modification /corrigendum, if any detected /felt necessary at any stage will be duly published and notified in the above website. Hence, the bidders are advised to check above mentioned websites regularly.

The Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia reserves the right to change the above schedule in case of any exigencies after putting up a notice in the above mentioned websites and office notice board.

[Signature]
02.06.26
Principal

College of Medicine & JNM Hospital

[Signature] WBUHS, Kalyani, Nadia

Dated: 02/06/2026
College of Medicine & J.N.M. Hospital
Kalyani, Nadia

NIT No.: COMJNMH/PR/2026/1335/1/(6)

Copy forwarded information to the:

1. Registrar, the West Bengal University of Health Sciences, Salt Lake, Kolkata.
2. Finance Officer, the West Bengal University of Health Sciences, Salt Lake, Kolkata.
3. Assistant Registrar, the West Bengal University of Health Sciences, Salt Lake, Kolkata.
4. Assistant finance Officer, the West Bengal University of Health Sciences, Salt Lake, Kolkata.
5. Programme Officer, the West Bengal University of Health Sciences, Salt Lake, Kolkata with a request to please make necessary arrangements to upload the bid documents at the official website of the WBUHS.
6. PA to Hon'ble Vice Chancellor, the West Bengal University of Health Sciences, Salt Lake, Kolkata.



[Signature]
02.06.26
Principal

College of Medicine & JNM Hospital

[Signature] WBUHS, Kalyani, Nadia

Dated: 02/06/2026
College of Medicine & J.N.M. Hospital

NIT No.: COMJNMH/Pr/2026/1335/2/(13)

Copy forwarded information to the:

1. Sub-Divisional Officer, Kalyani, Nadia.
2. Chairman, Kalyani Municipality, Kalyani, Nadia.
3. Medical Superintendent, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.
4. Chairperson, Internal Security Committee, College of Medicine & JNM Hospital, Kalyani, Nadia.

Sign & Seal of the Bidder

5. Member Secretary, Tender Committee, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.
6. HOD (All), College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.
7. Members of Internal Security Committee, College of Medicine & JNM Hospital, Kalyani, Nadia.
8. Additional Medical Superintendent, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.
9. Accounts Officers, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia (College & Hospital).
10. Nursing Superintendent, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.
11. Assistant Superintendent (All-NM), College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.
12. Sri Mayukh Jyoti Sen (DEO) & Sri Nipul Mondal (DEO), College of Medicine & JNM Hospital, WBUHS, Kalyani Nadia to upload the matter at the Official Website of the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.
13. Office Copy.

Same
02.06.26

Principal

College of Medicine & JNM Hospital

Same

WBUHS, Kalyani, Nadia

Principal

*N. Chandra,
Store Keeper in DEO,
COHR JNM*

**College of Medicine & J.N.M. Hospital
Kalyani, Nadia**

Same
8/6/26



Prof. Dr. Kaustav Chakraborty
MD, DNB, MNAMS
Head Dept. of Psychiatry
College of Medicine & JNM Hospital
Kalyani, Nadia, WB
Reg. No.-59725 (WBMC)

SECTION – III

Schedule of Requirements (SOR)

Annexure- A

i. Monthly pay for Security Services under Minimum Wages Act, Government of West Bengal:



Government of West Bengal
Labour Commissionerate, Statistics Section,
6th Church Lane, 3rd Floor, Kolkata-700 001

No: 07 /Stat/14/RW/24/2023/LCS/JLC dated 09 /01/2026

CIRCULAR

(1) The following are the minimum rates of wages for the employees employed in the Scheduled Employments in the State of West Bengal effective for 1st January 2026 to 30th June 2026. The minimum rates of wages have been updated vide Fixation / Revision notifications mentioned against each scheduled employment as well as Labour Department Notification No. I/723462/2025/LABR-25099/31/2025-LWMW dated 15/12/2025:

Sl. No	Scheduled Employments	Referral Fixation / Revision Notification Nos.& date	Categories of Employees	Minimum Rates of Wages			
				Zone A		Zone B	
				Per Month	Per Day	Per Month	Per Day
1	ANY ESTABLISHMENT IN WHICH MANUFACTURING ACTIVITY AS DEFINED UNDER SECTION 2(K) OF THE FACTORIES ACT IS CARRIED OUT AND IS NOT COVERED UNDER ANY OF THE OTHER SCHEDULED EMPLOYMENTS	Labr/639/(LAW)-MW/2W- 32/13, dt. 29.12.2016	Unskilled	Rs. 10386	Rs. 399	Rs. 9760	Rs. 375
2	AUTOMOBILE ENGINEERING REPAIRING WORKSHOPS & GARAGES	Labr/640(Law)/MW/2W/32/13 dated 29.12.2016	Unskilled: Helper, Washman, Attendant, Peon, Cleaner, Sweeper, Security Man	Rs. 10386	Rs. 399	Rs. 9760	Rs. 375
			Semi-skilled: Electrical Semi-Technician, Tele-caller, Receptionist	Rs. 11426	Rs. 439	Rs. 10733	Rs. 413
			Skilled: Painter, Body Maker, Mechanic, Sales Executive, Electrician, Driver, Accessories Fitter, Technician, Assistant Administrator, Assistant Accountant, Billing Clerk	Rs. 12569	Rs. 483	Rs. 11807	Rs. 454
			Highly Skilled: Administrator, Accountant and Customer Care Executive.	Rs. 13825	Rs. 532	Rs. 12990	Rs. 500
3	BEVERAGE MANUFACTURING & VENDING ESTABLISHMENTS	Labr/641(Law)/MW/2W/32/13 dated 29.12.2016	Unskilled: Store Keeper, Peon, Cleaner, Security Guard, Sweeper	Rs. 10386	Rs. 399	Rs. 9760	Rs. 375
			Semi-skilled: Light Inspector.	Rs. 11426	Rs. 439	Rs. 10733	Rs. 413
			Skilled: Operator.	Rs. 12569	Rs. 483	Rs. 11807	Rs. 454

	ROLLING OF IRON RODS, PLATES, ANGLES ETC. & ROLLING MILLS	Labr/665 / (Law)-MW/2W-32/13 Dated 29.12.2016	Unskilled	Rs. 10386	Rs. 399	Rs. 9760	Rs. 375
29	SALOONS AND BEAUTY PARLOUR	Labr/666/ (Law)-MW/2W-32/13 Dated 29.12.2016	Unskilled: Helper, Cleaner, Sweeper, Assistant, House-keeping Staff, Security Guard	Rs. 10386	Rs. 399	Rs. 9760	Rs. 375
			Semi-skilled: Front Office Employee.	Rs. 11426	Rs. 439	Rs. 10733	Rs. 413
			Skilled: Hair Cutter, Hair Stylist, Skin Specialist, Therapist, Beautician.	Rs. 12569	Rs. 483	Rs. 11807	Rs. 454
			Highly Skilled: Hair Dresser, Spa Specialist, Dietician	Rs. 13825	Rs. 532	Rs. 12990	Rs. 500
30	SECURITY SERVICES	Labr/630/LC-MW Dated 20/12/2019	Unskilled: Security Guard, Watchman, Durwan	Rs. 10383	Rs. 399	Rs. 9758	Rs. 375
			Semi-skilled: Ex-Service man Security Guard, Unskilled Supervisor	Rs. 11422	Rs. 439	Rs. 10732	Rs. 413
			Skilled: Field Supervisor, Ex-Service man Field Supervisor, Marketing Personnel, Guard with Fire Arms, Gunman, Marketing Personnel, Clerk, Accountant, Cashier	Rs. 12565	Rs. 483	Rs. 11806	Rs. 454
31	WOOD WORKS AND FURNITURE INDUSTRY	Labr/668/ (Law)-MW/2W-32/13 Dated 29.12.2016	Unskilled: Peon, Cleaner, Sweeper, Bearer, Van Puller.	Rs. 10386	Rs. 399	Rs. 9760	Rs. 375
			Semi-skilled: Assistant Carpenter, Assistant Fitter, Assistant Mistry.	Rs. 11426	Rs. 439	Rs. 10733	Rs. 413
			Skilled: Carpenter, Fitting Mistry, Varnishing and Polishing Mistry.	Rs. 12569	Rs. 483	Rs. 11807	Rs. 454
			Highly Skilled: Designer	Rs. 13825	Rs. 532	Rs. 12990	Rs. 500

(2) Implementing Areas:

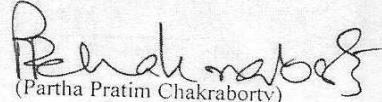
Zone A: Areas under Municipal Corporations, Municipalities, Notified Areas, Development Authorities, Thermal Power Plant areas including Township Areas.

Zone B: Rest of West Bengal.

- (3) To arrive at daily rate, monthly rate shall have to be divided by 26 (to be rounded off to the nearest rupee) and to arrive at weekly rate, daily rate shall have to be multiplied by 6;
- (4) A normal working day shall consist of eight hours of actual work and not less than half hour of recess, subject to 48 hours of actual work in a week;

- One day in any period of seven days as may suit the local convenience shall be the day of weekly rest. The minimum rates of wages include the wages for weekly day of rest. Payment for the work done on the day of weekly rest and for work done beyond the normal working hours shall be double the ordinary rates of wages;
- (6) Where the existing rates of wages of any employee based on contractor or agreement or otherwise are higher than the rates notified herein, the higher rates shall be protected;
 - (7) The minimum rates of wages are applicable to the employees employed by contractors also;
 - (8) The minimum rates of wages for disabled persons shall be same as payable to the workers of appropriate category;
 - (9) The men and women employees shall get the same rates of wages for the same work or work of similar nature;
 - (10) The minimum rates of wages and variable dearness allowance, if any, both together shall constitute the minimum rates of wages to be enforceable under the Minimum Wages Act, 1948 (11 of 1948).

This is issued with due approval of the Labour Commissioner, West Bengal.


(Partha Pratim Chakraborty)

Additional Labour Commissioner
West Bengal

ii. Bonus bill should be submitted following this Order:

Government of West Bengal
Department of Health & Family Welfare
(MS Branch)
Swasthya Bhavan, GN-29, Sector-V
Salt Lake, Kolkata-700091

No. HF/O/MS/252/W-148/2015

Date: 04.10.2016

From : Joint Secretary to the Government of West Bengal

To:

1. Medical Superintendent-cum-Vice Principal, IPGMER-SSKM Hospital, Kolkata-700020.
2. Medical Superintendent-cum-Vice Principal,, R.G. Kar Medical College & Hospital, Kolkata.

S u b : Payment of bonus to the contractual Security Personnel.

R e f: (i) Memo. No.SSKM/4451/1(7), dt.23.07.16 from MSVP, IPGMER-SSKM Hospital.
(ii) Memo. No.5193, dt.29.07.16 from MSVP, R.G. Kar MCH.

In inviting reference to the above, the undersigned is directed to state that:

- (i) All payment of bonus to contractual security personnel should be made @8.33% of the wage and once in a year before commencement of Durga Puja/Id following the year ended on 31st March.
- (ii) Bonus is to be provided to all employees who have worked for not less than 30(thirty) days during the year ended on 31st March.
- (iii) Employees are entitled to arrear bonus, if due.
- (iv) Bonus is entitled w.e.f. the date of engagement of the concerned employee on or after 01.07.2014.

See
04.10.16
Joint Secretary

No. HF/O/MS/252/W-148/2015/1(11)

Date: 04.10.2016

Copy forwarded for information and necessary action to :-

1. DHS, WB.
2. DME, WB.
- 3-5. JS(MA/MERT/P&D)
6. Dy. DHS (HA).
7. President, Ex-Servicemen Resettlement Society, 9-A, Beparitola Lane, Kolkata-72.
- ✓ 8. IT Cell for Web Posting.
9. HA(MS).
10. G/F
11. O/C.

See
04.10.16
Joint Secretary

Annexure- B

QUALIFICATIONS AND EXPERIENCE CRITERIA FOR EACH CATEGORY OF MANPOWER

Sl No	Manpower	Minimum Qualification	Minimum Age	Experience
1.	Security Guard	Passed Class VIII.	Minimum age for engagement of the personnel should be 20 years (as on 1st January of the respective year of enrolment) and Maximum age of enrolment shall be as per Recruitment Policy of Agency.	1-year service experience as Security Guard preferably at Hospital or Medical College.
2.	Security Supervisor	Graduate in any discipline	Removal /dismissal Age of personnel: 60 Years or as per Recruitment Policy of Agency.	1-year service experience as Security Guard or Supervisor preferably at Hospital or Medical College.

Annexure- C

1. Scope of Services:

Providing Security services (2nd Call) at College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia by deploying required number of Security Personnel.

1.1. The Agency shall provide Security services by deploying adequately trained and well-disciplined security personnel (both male & female) at the places as per Clause no 4.2.3: "Minimum Manpower Requirement" at Section- III, who shall safeguard the institution buildings, movable and immovable assets, equipment's and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex/premises. The security personnel shall be deployed round the clock in the shifts as per clause no 4.2.1, Section- III at the institution to safeguard of the premises.

1.2. The Agency shall be responsible for opening / closing of the building and rooms as necessitated/directed by the Head of the concerned institution on working and closed days.

1.3. The Agency shall ensure that water taps/lights/ACs is not left open/on, after close of working hours on normal working days as well as on off days, as the case may be.

1.4. The Agency shall maintain records of inward and outward movement of person (Including Employees, Sub Contractor Personnel and also regulation of guests and visitors), materials and vehicles, etc. with proper check on the same as per instructions given from time to time by Institutional Head.

1.5. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.

1.6. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia. A mock fire drill may be organized quarterly.

1.7. The Agency shall keep the Client informed of all the matters of security and co-operate in the investigation of any incident relating to security.

2. Bidder should visit the site before quoting rates in e-tender:

Intending bidder should visit the health facility and make him/her thoroughly acquainted with the site condition, nature and requirements of the work, facilities for transportation, storage of materials, operational conditions etc. The costs of visiting shall be borne by the bidder. The rate quoted by the contractor/agency shall take care of all contingencies required for operating efficient College, Hospital & Hostel Security services 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 College, Hospital & Hostel's Security services contract. It shall be deemed that the contractor/agency has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.

3. Assistance to Contractor/ Agency:

3.1. The contractor/agency shall only be provided with a suitable space near the gates for operating the Security

services within the premises of the Institute. It shall not be entitled to any other assistance from the Institution, either in the procurement of any materials or in the securing of labour and transportation facilities etc.

3.2. The contractor/agency shall provide the hospital Security services absolutely and exclusively to the Institute, as per instructions issued by the competent authority. He shall not use the site/ premises, utilities, equipment etc. allotted to him by the institution for performance of this contract for any other purpose like storage of materials for other contracts, sub-leasing of his allotted premises, allowing housing for staff/non staff etc.

4. Norms of service at different service areas/points:

4.1. *The security personnel will be placed in the respective service areas for duties during their shift. Each shift implies 8 (eight) hours of duty (Details mentioned below).* They will remain present in the respective service areas at all times during their duty hours and will leave for short periods only after being permitted by the on duty Head of the Departments/Section Officer/ Medical Officer/Nursing personnel/Asst. Superintendent/Ward Master any authority assigned for the Supervision. **Log Book of such services should have to be maintained by the concerned staff duly countersigned by the Supervisor.**

4.2. **The Security Services Shifts and Provision for the Required Manpower shall be as under:**

4.2.1. **Shift:**

Shift	First (Morning)	Second(Afternoon)	Evening(Night)	General Shift
Time	06:00Hrs – 14:30Hrs	14:00Hrs - 22:30 Hrs.	22:00 Hrs. – 06:30 Hrs.	09:00 Hrs. – 17:30 Hrs.

4.2.2. **Manpower:**

Sl No	Particulars	Medical College Hospital & Hostel
1	Security Supervisor/ Fire Supervisor/ CCTV Supervisor/ Head Supervisor (Preferably Ex- Military/ Ex-Para Military, Ex- State Police, Ex-Serviceman, Sports Person, NCC Cadets, Civil Defence Volunteers) M/F.	09 (Nine)
2	Security Guards without arm (Preferably Ex- Military/ Ex-Para Military, Ex- State Police, Ex-Serviceman, Sports Person, NCC Cadets, Civil Defence Volunteers). Minimum number of Female Security Guard should be 14 (Fourteen) rest will be Men.	161 (One Hundred Sixty One)

It should be mentioned that out of One Hundred Sixty One, 16(Sixteen) Sixteen number of security personnel [of which Female 10(Ten) & Male 6 (Six)] are governed by flagship programme Rattir Saathi- Helper at Night vide Order No.- 238/HS(MS)/HFW-38099(11)/61/2024, Dated: 13th September, 2024 of Special Secretary, Department of Health & Family Welfare, HS(MS) Branch, Government of West Bengal.

4.2.3. **Minimum Manpower Requirement:**

The figures provided above are indicative and should there be a modification, it should be carried out at the tendering and contracting stage based on the local requirements.

Distribution of Security Personnel will be intimated by the authority of College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia and may be changed after that.

5. **Special Terms and Conditions:**

5.1. This designated area includes all main entry points to the College, Hospital & Hostel premises, entry points to the College, Hospital & Hostel buildings and its annexes' offices, training centers, OPD. Emergency, all gates, indoor wards, laboratories, hostels etc. and any such areas as specified by the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia. The work order to the successful bidder will be based on this assigned area. The number of Security personnel including supervisors as approved by the West Bengal University of Health Sciences will only be engaged through outsourcing. No additional workmen shall be engaged under any designation and category.

5.2. Prior to bidding for the tender, the intending bidders are advised to contact the *College authority to get the details of the areas to be tendered out for providing the security and support services. The intending bidder should*

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

5.3. All references to premises relate only to this designated area.

5.4. However, the above number and arrangement of deployment of the security personnel is without prejudice to the right of the concerned institution to deploy the security personnel in any other number or manner considered to be more suitable in the interest of the institute.

5.5. The Agency shall ensure that the security personnel deputed are healthy and not more than 55 years of age. The Agency will get their antecedents, character and conduct verified and to submit a copy of Police Verification to concerned institution, before engaging any Security Guard and Supervisor.

5.6. The full particulars of the personnel to be deployed by the Agency including their names, addresses (As per Aadhaar Card) & contract no's shall be furnished to the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia, along with testimonials before they are actually deployed for the job.

5.7. The Agency shall not deploy or shall discontinue deploying the person(s), if so desired by the *Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia*, at any time without assigning any reason whatsoever.

5.8. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personnel shall be equipped with latest communication systems/mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of concerned institution, they shall work under directives and guidance of the institution head and will be answerable to the same. This will, however, not diminish in any way, the Agency's responsibility under contract to the concerned institution.

5.9. The Agency shall deploy security guards trained in all facets of security work, including firefighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.

5.10. The visitors shall be regulated as per the directions of the concerned institution and procedure and records thereof maintained as stipulated by the authority. Further, the visitors shall be attended with due courtesy.

5.11. A senior level representative of the Agency shall visit the concerned institution premises at least twice-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the Head of the institution dealing with service under the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working.

5.12. The Agency shall ensure that any replacement of the personnel, as required by the institution head for any reason specified or otherwise, shall be effected promptly without any additional cost to the institution. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the head of the institution at Agency's own cost.

5.13. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at institution site at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, be it shoes, socks, caps, torch with cell, cane stick, gun, bullets, etc. shall be borne/supplied by the Agency at its cost.

5.14. The Agency shall ensure that the personnel deployed are disciplined and do not participate in any activity prejudicial to the interest of the institution / MoHFW / Govt. of India / any State or any Union Territory.

The day-to-day functioning of the services shall be carried out in consultation with and under direction of concerned institution. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of the Head of the institution.

5.15. The Agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it concerned institution site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date

irrespective of any delay in settlement of its bill by the institution.

5.16. The Agency shall also be responsible for the insurance of its personnel. The Security Agency shall specifically ensure compliance of various Laws/ Acts/Rules, including but not limited to with the following and their re-enactments/amendments/ modifications:-

- The Payment of Wages Act 1936
- The Payment of Wages Act 1936
- The Factory Act, 1948
- The Contract Labour (Regulation) Act, 1970
- The Payment of Bonus Act, 1965
- The Payment of Gratuity Act, 1972
- The Employees State Insurance Act, 1948.
- The Employment of Children Act, 1938
- The Motor Vehicle Act, 1988
- Minimum Wages Act, 1948
- Private Security Agencies (Regulation) Act 2005

5.17. In case of any theft or pilferage, loss or other offences, the agency will investigate and submit a report to the Head of the institution and maintain liaison with the police. FIR will be lodged by institution wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.

5.18. The agency shall ensure that security staff appointed by them is fully loyal-to and assist the institution during normal periods as well as during strike and other emergencies for the protection of personnel and property both movable and immovable to the entire satisfaction of the institution.

5.19. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.

5.20. As and when the institution requires additional security strength on temporary or emergent basis, the Agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by the authority. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, the institution shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.

5.21. The Agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to the competent authority an attested photocopy of the attendance record and enclose the same with the monthly bill.

5.22. The institution shall pay the agreed amount on production of monthly bill, no other charges of any kind shall be payable.

5.23. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the Statutory Wages revised by the State Government.

5.24. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.

5.25. The Security personnel deployed by the Agency shall have at least the minimum qualification as described at Annexure – B (Section-III) & they shall make entries in the registers kept at the security desk/booth whenever required and also to write their names in the Attendance Register and mark their arrival and departure by signing in the register.

5.26. In case of noncompliance/non-performance of the services according the terms of the contract, the concerned institution shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the Contract.

5.27. The Agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The Agency shall fully indemnify the institution head against all the payments, claims, and liabilities whatsoever

incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment/work in the said institution premises/facility.

5.28. The decision of the **College Council** on the behalf of the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia, in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.

5.29. In case of any dispute between the Agency and the concerned institution the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia, West Bengal shall have the right to decide. However all matters of jurisdiction shall be at the local courts located at Kalyani, Nadia, West Bengal.

Note: -These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between Client'(First Part) and the 'Agency'(Second Part) and any noncompliance shall be deemed as breach of the Contract/Agreement.

5.30. **PENALTY: Penalty for not providing /Delay in Providing of Security Equipments or breach of Conduct as per Bid Documents.**

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

Sl. No.	Performance Parameters	Methods of Quantification of pre-estimated genuine Liquidated Damages
1	Failure to provide umbrella to Security Guards deployed on open area	Rs. 20/- per person per day.
2	Failure to provide mobile phones for at least 10 (ten) number of deployed Security Guards in the facility	Rs. 200/- per person per day.
3	Failure to provide the following items to the Security Guards and Security Supervisors: (a) Hand held torch (b) Batons/ Rules	Rs. 20/- per person per day per item.
4	Failure to provide the following to the Security Guards and Security Supervisors: (a) Uniform (also applicable to other categories of personnel deployed) (b) Cap (c) Shoes (d) Belt (e) Name Tag (also applicable to other categories of personnel deployed) (f) Woollen jacket (for winter season) (g) Raincoat (for rainy season)	Rs. 100/- per person per day. If any manpower is in violation for any category in Sl. 4, the amount of Liquidated Damages shall not exceed Rs. 100/- per person.
5	Failure to provide whistles to the Security Guards and Security Supervisors	Rs. 10/- per person per day.
6	(a) Supervisor and/ or his replacement, if found to be absent (b) Security Guard(s)/Supervisor deployed on duty but leave his working area without hand over charges	Rs. 1,000/- per day per Supervisor. Rs. 500/- per day per incident.
7	If quality of work is found unsatisfactory and there is a complaint by the medical college staff and upon it being proved that such complaint was justified	Rs. 1,000/- per day per instance. e.g. – If any complaint lodged against security personnel, whereby it is established that 10 separate defaults have been committed by the Service Provider under the Agreement, it shall be deemed that there has been 10 instances of unsatisfactory work.
8	Proven misbehaviour by the Service Provider's personnel	Rs. 500/- per incident.
9	Recurrence of such irregularities in Sl. 1 to 11 above	Double amount of the Liquidated Damages as specified in Sl. 1 to 11 above.

10	Failure to make labour law related compliances with respect to its employees, like non-payment of PF, ESI, etc.	Rs. 1,000/- per person per day per instance of non-compliance.
11	In case of any cease work or concerted refusal to render services by the personnel deployed by the Service Provider, resulting in hampering of the services at the facility(ies)	Rs. 50,000/- per day per facility.
12	Monthly remuneration of the agencies manpower need to be paid within 10th of succeeding calendar month	Payment of remuneration after 10th will levy Rs 10,000 /- penalty per day per person. In case of any extra ordinary situation occurred, it should be intimated at least one week in advance.
13	For any loss or damage due to theft, burglary etc. for which Institute may suffer in consequence of or arising out of such replacement and such shall be recovered from the monthly bills payable to Agency.	Actual amount of Replacement as decided by College Council as per Recommendation of Technical Committee.

6. **Duties and Responsibilities of Security Personnel:**

6.1. ***The following duties and responsibilities are location specific for institute:***

6.1.1. The Contractor shall deploy all security personnel at the Institute in the manner and as per the instructions of the Institute and the Private Security Agencies (Regulation) Act-2005. The Contractor must follow all the rules and regulation for deployment of all the Security Guards in the institutional premises. The eligibility of all the Security Guards, Supervisors, must be as per "THE PRIVATE SECURITY AGENCIES (REGULATION) ACT, 2005".

6.1.2. They shall safeguard the Institutional site, buildings, movable and immovable assets, equipments and other items against any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex / premises. The security personnel shall be deployed round the clock in 3 shifts at the institute to safeguard of the premises.

6.1.3. The officers and staff of institute will keep the Identity Cards with them and same may be checked by the Security personnel.

6.1.4. The Agency shall be responsible for opening / closing of the building and rooms as necessitated / directed by Competent Authority located at the institute site on working and closed days.

6.1.5. The Agency shall ensure that water taps / lights / ACs are not left open/on, after the working hours on normal working days as well as on off days, as the case may be.

6.1.6. The Agency shall maintain records of inward and outward movement of persons (institute Employees, Sub Contractor Personnel and also regulation of guests and visitors), materials and vehicles, etc. with proper check on the same as per instructions given from time to time by Administrative Officer located at the institute site.

6.1.7. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.

6.1.8. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at the institute site.

6.1.9. The Agency shall keep the Client informed of all the matters of security and co-operate in the investigation of any incident relating to security.

6.1.10. **The Security Supervisor/ Fire Supervisor/ CCTV Supervisor/ Head Supervisor** of particular assigned areas/buildings under their charges shall be responsible for the overall security arrangements. Respective Assistant Security Officer shall have a weekly interaction with the Competent Officers. Or their designated representative to provide and obtain feedback on the quality of service rendered.

6.1.11. All Security Supervisor/ Fire Supervisor/ CCTV Supervisor/ Head Supervisor will ensure that the instruction of the Institute Management (conveyed through Administrative Officer) are strictly adhere to without any lapse.

6.1.12. The Hospital areas (indoor) are visited by patients, their attendants, faculty and staff of institute. No unauthorized persons like medical representatives/sales agents/touts etc. are to be allowed to enter the building(s).

Access ward is to be allowed only on the basis of passes issued by institute.

6.1.13. No equipment/engineering materials/consumable are to be taken out of the building without proper gate passes issued by the competent officers as laid down in the contractor authorized by the employer for in-out movement of store. The specimen signature and telephone numbers of the above stated officer will be available with the security personnel.

6.1.14. Deployment of Security Supervisor/ Fire Supervisor/ CCTV Supervisor/ Head Supervisor Security Guards and Security Guards Civilian will be with the concurrence of Administrative Officer of the Institute and the same will be monitored personally by the Administrative Officer from time to time and will be responsible for its optimum utilization.

6.1.15. The Assistant Administrative Officers, Security Supervisor/ Fire supervisor/ CCTV Supervisor/ Head Supervisor and Security Guards Civilian by whichever designation may be called will also take round of all the important and sensitive points of the premises as specified by the Institution through Administrative Officer.

6.1.16. The Security Guards on patrolling duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises and other movable items left installed therein.

6.1.17. The Security Supervisors and Security Guards should be trained to extinguish fire with the help of fire extinguisher cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other natural calamities.

6.1.18. In emergency situation Security Supervisor/ Fire Supervisor/ CCTV Supervisor/ Head Supervisor and Security Guards deployed shall also participate as per their role defined in the disaster plan, if any, of the Institute. Security guards/supervisors should be sensitized for their role in such situation.

6.1.19. The Security Supervisor/ Fire supervisor/ CCTV Supervisor/ Head Supervisor of specific blocks/floors/areas shall interact with the respective area/department heads/ in charge for regular interaction on weekly basis. They shall take instruction and redress the complaint as may be raised in the said meeting.

6.1.20. The Security Supervisor/ Fire supervisor/ CCTV Supervisor/ Head Supervisor & Security Guards are required to display courteous behavior, especially towards women employee and visitors.

6.1.21. The Security Guards on Duty shall not leave the premises until his/ her reliever reports for duty.

6.1.22. Any other provisions as advised by the institute authorities may be incorporated in the contract/agreement. The same shall also be binding on the Security Agency.

6.1.23. The Security Agency through men/infrastructure deployment will ensure proper security entry and exist points of various areas of institutional campus.

6.1.24. The Contractor shall ensure that all security personnel are fully conversant with the premises and with the activities of the Institute and its related security requirements. Hence the security contractor must ensure the code of conduct and other activities which enumerated as per the Terms and Conditions.

6.2. Code of Conduct:

6.2.1. The Contractor Shall Ensure that Their Security Personnel:

6.2.1.1. Are always smartly turned out and vigilant.

6.2.1.2. Are punctual and arrive at least 15 minutes before start of their shift.

6.2.1.3. Take charges of their duties properly and thoroughly.

6.2.1.4. Perform their duties with honesty and sincerity.

6.2.1.5. Read and understand their post and site instructions and follow the same.

6.2.1.6. Extend respect to all the Officers and staff of the office.

6.2.1.7. Shall not alcohol & other addictive substances on duty, or come drunk and report for duty.

6.2.1.8. Will not gossip or chit chat while on duty.

6.2.1.9. Will not leave the post unless their reliever comes.

6.2.1.10. Will never sleep while on duty post.

6.2.1.11. Will not read newspaper or magazine while on duty.

6.2.1.12. Will immediately report if any untoward incident/ misconduct or misbehavior occurs.

6.2.1.13. When in doubt, approach concerned person immediately.

- 6.2.1.14. Will take periodic rounds around the premises.
- 6.2.1.15. Security personnel will not leave the post without the knowledge of the Shift-in charge.
- 6.2.1.16. Necessary needful arrangement will be made by the Supervisor.
- 6.2.1.17. Security personnel should get themselves checked whenever they go out by the other shift security.
- 6.2.1.18. Are extremely courteous with very pleasant mannerism.

6.3. Confidentiality:

- 6.3.1. The phone number and movement plans of the Institute will not be given to anyone.
- 6.3.2. The following information about the Institute will not be given to anyone:
 - 6.3.2.1. Telephone number /any other information.
 - 6.3.2.2. Location and any movement plans of Head of the Institute.
 - 6.3.2.3. Meeting and conference schedules.

6.4. Duties & responsibility of Fire Supervisors:

- 6.4.1. Readiness to respond to the fire in the concerned area.
- 6.4.2. To train the security personnel in concerned areas to fight against fire.
- 6.4.3. To maintain inventory of firefighting material.
- 6.4.4. To check the firefighting system daily and report to concerned officer in case any Equipment/fire extinguisher is non-functional.
- 6.4.5. In case of fire, be the first responder and inform all concerned.

6.5. Duties & responsibility of Security Supervisor/ Fire Supervisor/ CCTV Supervisor/ Head Supervisor:

- 6.5.1. To supervise the work of Security & Fire Supervisor and Security Guards.
- 6.5.2. To check the security posts and deployment of security guards at various security points as per duty roster.
- 6.5.3. To implement and manage comprehensive location-wide safety and security education /training and awareness programs for security personnel and prepare incident written reports on all significant incident happening at the Institute.
- 6.5.4. To assist the Administrative Officer in collection of information regarding security/law and order problems.
- 6.5.5. To report matter to the police as per direction of Administrative Officer.
- 6.5.6. To carry out patrolling and checking duties during day and night.
- 6.5.7. To investigate minor case of theft etc. as assigned by Administrative Officer.
- 6.5.8. To perform any other duties that may be assigned to him from time to time by Administrative Officer.
- 6.5.9. To implement and maintain security process across the Institute to reduce risks, respond to incidents and limit exposure to liability in order to reduce financial loss to the institution.
- 6.5.10. To supervise all security personnel and educating them of the various procedures and systems approved by the Management/Institute.
- 6.5.11. Update and sign all the Daily Security Reports and same should be furnished to Administrative Officer.
- 6.5.12. Assist and assign security personnel in medical emergencies.
- 6.5.13. To advise/suggest better ideas to Administrative Officer proactively on all security related issues for running zero tolerance services.
- 6.5.14. Ensure the safety and security of all assets and goods of the Institute.

7. Main Entry Gates:-

- 7.1. There are 06 (six) [at College- 2 nos, Hostel- 1 nos & Hospital- 3 nos] main vehicular gates and few pedestrian entry/exit points in the campus.
- 7.2. Only authorized persons are to be allowed entry through the entry points. The policy regarding entry and the issuing of cards will be as determined by the College & Hospital Authorities. At specific points the security guards may be required to maintain a register of visitors.
- 7.3. For patient parties, ensure adherence to visiting hours. Ringing of bells and clearance of patient parties from wards are to be done.

- 7.4. Guards for any eventuality and with communication devices should be posted at the gates.
- 7.5. Traffic entering should be regulated with sign ages and detailed briefing to the posted guard at the main gates.
- 7.6. Hand over entry token to all vehicles and collect the same on exit.
- 7.7. Screening of vehicle with inverted mirror.
- 7.8. Recording of registration number of vehicles (entry as well as exit).
- 7.9. All entry and exit of vehicles will be tabulated at the end of each day and the record shall be maintained by the Security Agency.
- 7.10. The security Agency shall ensure that the main gates (both entry and exit) are operational near the emergency/ casualty 24x7 and as well as in other areas.
- 7.11. Commercial vehicles exist inside the institute should be randomly checked for entry authorization as well as gate pass at the time of exit for preventing pilferage and theft.

8. Traffic & Road Side Management:-

- 8.1. There should be dedicated guards/personnel with identifiable dress deployed by the security agency to act as traffic marshal for managing the traffic flow.
- 8.2. Provide support in implementation of integrated traffic management system to be developed by Institute, which facilitates patient's movements in minimal time, keeping the residential areas free from unauthorized entry by patients/visitors/relatives and their vehicles.
- 8.3. In addition, the Security Staff should:-
 - 8.3.1. Enforce one-way movement of traffic in consultation with Administrative Officer.
 - 8.3.2. Ensure that vehicles are parked at designated parking places/slots only.
 - 8.3.3. Identify areas where no parking is to be allowed and enforce no parking restriction.
 - 8.3.4. Remove vehicles parked at unauthorized places in co-ordination with parking contractor.
 - 8.3.5. Advise pedestrians to use footpaths and prevent jaywalking.
 - 8.3.6. Identify areas for pedestrian crossing, establish zebra crossing in consultation with the institute and ensure that vehicles give right way to pedestrian at zebra crossing.
 - 8.3.7. Keep all footpaths and open areas free from squatters at night. All such person is to be shifted to night shelter.

9. Medical College:-

- 9.1. Security guards should check the Identity (checking I-cards) of people walking/entering into Medical College. The guards should check and prevent entry of unauthorized persons. Processes similar to entry into main building that is ensuring gate pass for material/equipments being taken in/out shall be followed.
- 9.2. Security should also restrict the entry of representatives from pharmaceutical/sales personnel who often crowd the corridors causing inconvenience to the working staff.
- 9.3. Corridors and fire staircase should be kept clear and open.

10. Hospital:-

10.1. Maintenance of Main Campus Gate along with Exterior (Campus)

- 10.1.1. Maintenance of the parking of the authorized vehicles in an orderly fashion, Maintenance of parking lots, if available, is to be done.
- 10.1.2. Unauthorized ambulances/cars should not be allowed to be parked within the premises.
- 10.1.3. Unauthorized persons, vagrants and vendors/hawkers, unauthorized shops, unauthorized markets, unauthorized food stalls/canteens etc. should be prohibited from entering the premises.
- 10.1.4. Washing of outside vehicles, clothes or any other activity, commercial or otherwise, not associated with the academic or hospital services shall be prohibited within the premises.
- 10.1.5. Touts, if any, should be removed from the campus.
- 10.1.6. Ensuring the safety and security of the common collection sites. Ensuring that unauthorized persons/rag pickers do not pickup Bio Medical Waste from the hospital premises.
- 10.1.7. The whole campus should be covered by rounds (patrolled) of the security persons in a regular manner

and all theft averted,

10.1.8. Pilferage and theft of government goods and materials is to be prevented and those indulging in these practices are to be apprehended.

10.1.9. Mob control and ensuring safety and security of all hospital staff during working hours.

10.1.10. Prevention of sound pollution- playing of loud speakers, blowing of horns, bursting of crackers within the hospital's premises,

10.1.11. Prevention of smoking and sale of tobacco and tobacco related products within the hospital's premises and COTPA, 2003, is implemented in its letter and spirit.

10.1.12. Prevention of sale and use of intoxicants within the hospital's premises,

10.1.13. To intimate to the Principal, Medical Superintendent and Dean of Student Affairs or their representative(s) of any intelligence input regarding any law and order situation/ pilferage or any such matter of importance.

10.2. Security and Support Services at the Emergency Entry Point

10.2.1. Manning of the entry point round the clock.

10.2.2. Crowd control at emergency including crisis management.

10.2.3. Touts, if any, should be removed from the emergency and it will be the sole Responsibility of the Agency to ensure that the emergency is free from any touts.

10.3. Security and Support Service in the OPDs and other service areas like labs, imaging SNCU, CCU etc.

10.3.1. Manning the entry points round the clock.

10.3.2. Crowd control in the OPD including crisis management.

10.3.3. Patient circulation and OPD reception management.

10.3.4. Touts, if any, should be removed, and it will be the sole responsibility of the Agency to ensure that the OPD'S and other service areas is free from any Touts.

10.4. Hostels:-

10.4.1. Regulate entry and exit into hostels.

10.4.2. Prevent unauthorized persons from gaining access into the hostel.

10.4.3. Regular surveillance within hostels to prevent illegal unauthorized activities in the premises.

10.4.4. Check all incoming vehicles and ensure their parking at designated places.

10.4.5. Keeping a watch over staff deployed in the mess and sanitation work. To allow entry only to staff with identity cards. To ensure that no movable assets are removed without proper gate pass.

10.4.6. To prevent ragging.

10.4.7. Surveillance of commercial areas like Cafe, juice shop, general items shop, computer and photocopy shop, tea vending shop etc.

10.5. Material Movements:-

10.5.1. Incoming Material- Check the documents carefully and receive the items with the due Entry and forward to the concerned persons.

10.5.2. Outgoing Material -Before sending the material, have proper check as per Challans. Do not send out any material without seal and sign of the authorized person.

10.5.3. Returnable and Non-returnable Items record has to be maintained. A periodic status report, i.e. weekly report will be generated by security and submitted to concerned Department for follow up action on items that have not returned on due dates.

10.5.4. All material coming in and going out are to be recorded correctly as per Challans.

10.5.5. Materials coming in to the premises must be accompanied by a proper Challans.

10.5.6. No item will be taken out without written permission of the authorized person.

10.5.7. Documents for material incoming and outgoing should be implemented with a list signed by authorized signatories with office rubber stamp.

10.6. Patrolling Procedure:-

10.6.1. The guard must ensure that once the office is closed all the unwanted lights and Air conditioning units

are put off.

10.6.2. Security should switch off the computers, which are left on. They should not handle the computer without respective user permission.

10.6.3. He/ she will keep a watch over the activities of the casual labours, daily wage workers and contractors.

10.6.4. The patrolling team must patrol throughout the campus every after thirty minutes throughout the day and night i.e. 24X7. The patrolling team and the supervisor must ensure that no anti-social-elements, anti-social-persons, anti-social-activities, unauthorized persons, visitors, vehicles, constructions, demolition, excavations, rough driving, tree cutting, material movement, beggars, drunken and other addictive persons presence in the institute premises.

10.6.5. The patrolling team also must make sure that no smoke, fire, flood, water leakages, in the institute premises. If any person found violating campus peace, Institute law and order, should immediately be removed from the campus and necessary police action has been taken against him/her/them.

10.6.6. The patrolling team must make sure that no Crime against women in campus has been taken place. The campus must be safe working environment for all women.

10.6.7. If he/ she find anything unusual /untoward, a written report must be given to the concerned authority after the necessary action taken.

10.7. **Quick Reaction Team (QRT):-**

The agency shall make sure for detailing of QRT team in all the three shifts. The QRT team should consist of at least 01 supervisor, at least 03 security guards and 01 agency's driver. The QRT team must wear proper uniform, helmet, equipped with baton, torch, rope, axe, fire extinguisher, bucket, raincoat, communication sets, loud speaker and mobile. The QRT team must standby at main gate with agency's four wheeler vehicle. During any emergency irrespective of security, safety, road accident, riot, fire, theft, any student activity and etc. in the campus the QRT team will rush to the scene of the incident within 05 (Five) minutes and take necessary action and inform to the authority of the Medical Superintendent, Dean of Students Affairs and Principal of College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.

10.8. **Changing Over and Taking Over:-**

10.8.1. He/ she will go through the log and entries of previous shift and discuss the progress plan with the reliever.

10.8.2. Both the security guards /Supervisors will check the entire building thoroughly.

10.8.3. Reliever guard should check all the documents, which are related to the security before taking over charge.

10.8.4. They should check all the system which is in the facility/under security.

10.8.5. Occurrence report registers to be maintained.

10.8.6. Reliever guard checks previous shift guard before taking over charge.

10.9. **Clean Desk Policy:-**

10.9.1. All the staff should ensure that their desks are clean before they leave for the day i.e. no important Items are left on the table top.

10.10. **Fire Control:-**

10.10.1. Security should know where the fire extinguishers are located / installed and be able to operate them immediately in case of any fire accidents.

10.10.2. Check the life of the fire extinguishers, i.e. due date of next recharge. If the due date is over, give a written complaint to the institute.

10.10.3. In case of fire, prompt action is taken by the security personnel to safe guard the life and property of the institute.

10.10.4. In the event of any fire, rush to the spot of the fire, muster all man power available and take control office fighting operations.

10.11. **Emergency Procedure:-**

10.11.1. The Security should have all the address and contact numbers of the nearest police station, Hospital,

Ambulance and Fire Brigade.

10.11.2. Security will immediately report if any untoward incident /misconduct or misbehavior occurs, to the Contractor and Institute.

10.11.3. Security person should know the entire emergency exists doors and main entry gates, .so that he can take suitable action at a short notice.

10.11.4. Identity the emergency and its gravity emergency.

11. Assignment:-

The contractor/agency shall not assign, either in whole or in part, its contractual duties, responsibilities, and obligations to a second party to perform the contract. In the event of the contractor/agency contravening this condition, the in-charge of health facility shall be entitled to place the contract elsewhere at risk and cost of contractor/agency. The contractor/agency shall be liable for any loss or damage, which health facility may suffer in consequence of or arising out of such replacement and such shall be recovered from the bills payable to him or the performance security deposited by him.

12. Staff to be deployed by contractor/agency at the College of Medicine & JNM Hospital.:

12.1. The security personnel provided shall be the employees of the Contractor/agency and all statutory liabilities will be paid by the contractor/agency such as ESI, PF, Workmen's Compensation Act, etc. The list of staff going to be deployed shall be made available to the Department and if any change is required on part of the Department fresh list of staff shall be made available by the agency after each and every change.

12.2. The personnel engaged should have following eligibility criteria:-

12.2.1. Should be physically and mentally fit, a Fitness Certificate from the Government Hospital has to be submitted to the Office of the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.

12.2.2. The contractor/agency shall submit License under Contract Labour (Regulation and Abolition) Act to the in-charge of health facility at the earliest or maximum within one month of commencement of his service, if it employs minimum 20 persons in its firm, if the contractor fails to submit the same within the stipulated period, the contract agreement will become invalid.

12.2.3. The contractor/agency shall employ adult labour only. Employment of child labour shall render the contractor/agency liable to termination of the contract, Termination for Default. The contractor/agency shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.

12.2.4. The antecedents of security staff deployed shall be got verified by the Contractor/agency from local police authority and an undertaking in this regard in the form of an affidavit has to be submitted to the department and department shall ensure that the contractor/agency complies with the provisions and documents for the same has to be submitted to the Authority concern.

12.2.5. The staff deployed by the contractor/agency must wear proper Photo ID Cards during their duty hours, duly issued with approval of competent authority of College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia. They should wear clean uniforms during their duty hours. The colour and design of such uniform shall be approved by competent authority of health facility. Any staff found without uniform or ID card during duty hours shall be deemed to be absent from duty and the said occasion shall be treated as a lapse in the services being provided by the contractor/agency , liable for deduction of liquidated damages and other remedies available to the health facility under the contract. The contractor/agency should provide at least two pairs of approved uniforms to its staff deployed at the health facility. The cost of uniforms and ID cards to workers shall be borne by the contractor/agency.

12.2.6. The contractor/agency shall maintain a pool of standby staff so that he can substitute an absentee staff with a reliever of equal status. If the Security Services of this College, Hospital & Hostel in a health facility suffer due to absenteeism of any required worker on any occasion, Liquidated Damages shall be imposed.

12.2.7. The contractor/agency shall be fully responsible for the conduct of his staff. The staff shall not divulge or disclose any details of operational process, technical know-how, confidential information, security arrangement, administrative matters, to third person(s).

12.2.8. The staff deployed should be disciplined, entailed on enforcing prohibition of alcoholic drinks, paan, gutkha, smoking, loitering without work, gambling etc. any illegal, disruptive, immoral act at the premises of College, Hospital & Hostel campus. The staff should be sensitive in dealing with patients and persons accompanying patients and the public at large visiting the Institute.

12.2.9. The contractor/agency and his staff shall take proper and reasonable care and precautions to prevent loss, destruction, waste, or misuse in any area within its scope or responsibilities in the health facility, and shall not knowingly lend to any person or identity any of the effects, assets, or resources of the health facility, under its control.

12.2.10. Any loss/ damage etc. to the property, persons (including to patient-parties) of the institute due to negligence/ any omission or commission on part of contractor/agency or his staff, established after an enquiry by authorized representative(s) of the institute/ any higher authority of the Government; shall be recovered from the contractor/agency through appropriate method without prejudice to any other rights and remedies available to the Institute.(See clause :Penalty).

12.2.11. Any misconduct/ misbehavior by any staff deployed by the contractor/agency should be promptly dealt with by the contractor/agency. If competent authority of the health facility so desires, such staff should be immediately replaced by the contractor/agency at his own risk, cost and responsibilities, with written intimation to the competent authority about such move.

12.2.12. The Contractor/agency will maintain a register on which day-to-day deployment of personnel will be entered. This will be countersigned by the authorized official of the College, Hospital & Hostel. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor/agency has to give an undertaking (on the format), duly countersigned by the authorized official of the College, Hospital & Hostel, regarding payment of wages as per rules and laws in force.

12.2.13. All liabilities arising out of accident or death while on duty shall be borne by the contractor/agency.

12.2.14. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor/agency deployed, the supervisory staff will move in their areas of responsibility.

12.2.15. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Hospital/Medical College.

12.2.16. The security staff shall not accept any gratitude or reward in any shape.

12.2.17. The contractor / agency shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

12.2.18. Under the terms of their employment agreement with the Contractor/agency the Security staff shall not do any professional or other work for reward or otherwise directly or indirectly, except for and on behalf of the Contractor/agency.

12.2.19. The contractor/agency shall do and perform all such Security services, acts, matters, and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Hospital/Medical College may issue from time to time and which have been mutually agreed upon between the two parties.

12.2.20. The College, Hospital & Hostel shall have the right, within reason, to ask for removal of any person that is considered undesirable or otherwise and similarly Contractor/agency reserves the right to change the staff with prior intimation of the College, Hospital & Hostel Authority.

12.2.21. The contractor/agency will deploy supervisor(s) as per the requirement mentioned above. The supervisor(s) shall be required to work as per the instructions of Hospital/Medical College.

12.2.22. The payment would be made electronically only in the bank account of the workers, at the end of every month. Payment will not be delayed beyond 10th day of the month. Payment will be made upon the working

statement approved by the hospital authority. The working statement will be jointly signed by the representative of the Hospital/Medical College and the contractor/agency /his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Hospital/Medical Collage.

12.2.23. None of the workers deployed on duty shall be permitted to leave his working area without hand over. In case any of contractor/agency's personnel deployed under the contract fails to report in time and contractor/agency is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in **penalty clause shall be levied.**

13. Variation. Delay in the Contractor/agency's Performance

The Contractor/agency shall perform the services under the contract as per quality, time schedules, deployable staff, other terms and conditions specified by the Health Facility/Unit in the relevant clauses of the contract.

Subject to the provision under General Term & Conditions, any unexcused variation in quality, quantity, delay etc. by the Contractor/agency in maintaining its contractual obligations towards performance of services shall render the Contractor/agency liable to any or all of the following sanctions/ awards:

13.1. Imposition of liquidated damages,

13.2. Forfeiture of its performance security

13.3. Termination of the contract for default.

If at any time during the currency of the contract, the Contractor/agency encounters conditions hindering timely performance of services, the Contractor/agency shall promptly inform the College, Hospital & Hostel Authority in writing about the same and its likely duration and make a request to the College, Hospital & Hostel for its remedy accordingly. On receiving the Contractor/agency's communication, the Health Facility/Unit 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/agency's contractual obligations by issuing an amendment to the contract.

SECTION – IV

INSTRUCTIONS TO BIDDERS (ITB)

1. General Information, Credentials, Terms and Conditions: -

1.1. Commencement of Service:

The contractor/agency 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/agency

1.2. Eligible and Qualified Bidders:

- a) Eligible and Qualified Bidders: Experience of having successfully completed similar works during **last 03 year** sending last day of month previous to the one in which applications are invited should be either of the following.
- i) The bidder must be a recognized security agency with experience in providing security services in a Government Hospital or Corporate Hospital / Medical College and Hospital/or any Autonomous body or any reputed Organization.

AND

Three similar completed works employing at least 50 personnel's costing not less than the amount equal to 70% of the estimated cost

OR

Two similar completed works costing not less than the employing at least 75 Personnel's and amount equal to 80% of the estimated cost.

1.3. Proforma for Performance Statement:

(For the period of last three years) (Submit with documentary evidence**)

Tender No.: _____

Date of Opening: _____

Name and address of the Organization by who Order placed. (full address of the organization)	Order No. and date	Description (Security services)	Value of order (Rs.)	Period Of Contract	Satisfactory Performance Report (attach documentary evidence)**
1	2	3	4	5	6

Signature and seal of the Bidder

** The documentary evidence will be a certificate or bill paid or ODS certificate issued by the organization end user with cross-reference of order no. and date, with a notarized certification authenticating the correctness of the information furnished.

The bidder should preferably have the registered office or a branch office in the city/ district of the health facility.

1.4. Earnest Money Deposit:

- 1.4.1. The tender will have to be submitted under the existing orders of the Government of the West Bengal & must accompanied with Earnest Money Deposit Electronically (ONLINE MODE) only as detailed in Government of West Bengal, Finance (Audit) Department Memo No. 3975-F(Y) Dated: 28th July, 2016.

The earnest money shall be denominated in Indian Rupees.

1.4.2. Deposition of earnest money:

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

1.4.3. Payment by Net Banking:

- 1.4.3.1. On selection of net banking as payment mode, the bidder will be directed to ICICI 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.
- 1.4.3.2. Bidder will make payment after entering his/her Unique ID and password of the bank to process the transaction.
- 1.4.3.3. Bidder will receive a confirmation message regarding success / failure of the transaction.
- 1.4.3.4. If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Government for collection of EMD / Tender fees.
- 1.4.3.5. If the transaction is failure, the bidder will again try for payment by going back to the first step.

1.4.4. Payment Through RTGS/ NEFT:

- 1.4.4.1. 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.
- 1.4.4.2. The bidder will print the challan and use the pre-filed information to make RTGS / NEFT payment using his bank account.
- 1.4.4.3. Once payment is made, the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the LEFT / RTGS process to complete, in order to verify the payment made and continue the bidding process.
- 1.4.4.4. Hereafter, the bidder will go to e-Procurement portal for submission of his bid.
- 1.4.4.5. But if the payment verification is unsuccessful, the amount will be returned to bidder's account.

1.4.5. Refund/ Settlement Process:

- 1.4.5.1. 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 ICICI Bank by the e-Procurement portal through web service.
- 1.4.5.2. 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.
- 1.4.5.3. Once the Financial bid evaluation is electronically processed in the e-Procurement Portal, EMD of the technically qualified bidders other than that of LI & L2 bidders will be refunded, through an automated process, to the respective bidders' bank account from which payment was made. However, the L2 bidder should NOT BE REJECTED till the LOI (Letter of Intent) process is successful.
- 1.4.5.4. 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 his bank account from which payment was made.
- 1.4.5.5. As soon as the L I bidder is awarded the contract and the same is processed electronically in the e-Procurement Portal.

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

1.5. Performance Security:

As a guarantee towards due performance and compliance of the contract work, the successful bidder (Agency) will deposit an amount equal to 8 % (Eight) of Annual Contract value towards Performance Security Deposit in the form of FDR in the favour of the Bank Account of **PRINCIPAL AND MEDICAL SUPERINTENDENT COLLEGE OF MEDICINE J N M HOSPITAL WBUHS** and payable at Union Bank of India, Kalyani Branch. Performance security is to

be furnished within 15 (fifteen) days from the date of issue of notification of award by the institute, the contractor/ agency shall furnish performance security. The performance security (FDR) shall be retained 6 (six) months beyond the contractual obligation by the contractor/ agency.

In case of breach of contract by the supplier, the performance security is to be forfeited. If the supplier duly perform and completes the contract in all respect, the performance security shall be returned to the supplier without any interest, on completion of all such obligations under the contract.

The performance security shall be deposited in Indian Rupees. No other form of deposit will be entertained except the term mentioned herewith. The performance security will be reviewed from time to time. As and when there will be any increase in scope of work, Proportional amount of performance security to be deposited by the bidder before drawl of additional amount. In the event, the contractor fails to make payment to the workers within 7th day of the month; the authority will make the payment of wage of workers electronically in their bank accounts. The employer is authorized to recover the same from the next monthly bill of the contractor, and deposit the same in the appropriate deposit head.

In the event of any failure /default of the contractor/ agency with or without any quantifiable loss of the health facility, the amount of the performance security is liable to be forfeited by the Institute.

In the event of any amendment issued to the contract, the contractor/ agency shall, within 21 (twenty one) days of issue of the amendment furnish the corresponding amendment to the performance security (as necessary), referring the same valid in all respects in terms of the contract, as amended.

The health facility will release the performance security without any interest to the contractor/agency on completion of the contractor/agency's all contractual obligations.

1.6. **Tender Price:**

- 1.6.1. The bidder shall quote a **Management fee/ Service Charges** for providing goods and /or services, as applicable in the E-Tender. The Management Fee/ Service Charges shall be quoted as a percentage of the total Statutory Monthly Emoluments payable to the total number of (unskilled + semi-skilled + skilled) workers deployed for security services in the College of Medicine & JNM Hospital as per E-NIT. Here 'Statutory Monthly Emoluments' shall mean amount payable as per Schedule of Payment under Part: C, Section VIII: Proforma for Contractor/Agency's Monthly Bill to be submitted by the Bidder. Goods and Service Tax (GST) as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid. The bidder may quote up to a maximum of 7.5 % (Seven and Half percent) as Management Fee/ Service Charges.
- 1.6.2. The price quoted shall be inclusive of all charges for providing 2 (two) sets of uniforms per year, 1-Cards to all contractor/agency's staff deployed at health facility; boots, hand gloves, safety goggles, masks etc. to those required. The quality and Colour code of such items of attire shall be as per approval of competent authority of College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia. The Bidder shall bear all charges like transportation, insurance, expenses of his service personnel, including their health and safety measures; all other expenses necessary in providing the service, ex-factory/ ex-warehouse' ex-registered or branch office to the health facility.
- 1.6.3. The bidder shall pay to the staff deployed by it at the health facility at least the Minimum wages as fixed by the state government for semiskilled/ unskilled workers, dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time. He shall be reimbursed by the institute the statutory minimum wages for unskilled workers and other minimum statutory emoluments paid by it to its staff deployed at the health facility, as revised from time to time, on submission of documentary evidence for such with his monthly contractor/agency's bill.
- 1.6.4. The rate quoted by the bidder shall remain valid for full period of contract i.e. for 1 year + 1 year + 1 year = full 3 years of **contract** period, as renewed on **yearly basis** of satisfactory performance, plus extension period, if any.
- 1.6.5. The bidder should quote rates online in the Bill of Quantity (BOQ) in the space marked for quoting rates in the BOQ. Downloaded copies of the BOQs are to be uploaded, virus scanned and digitally

signed by the bidder.

1.6.6. The rate quoted by the bidder should not be higher than the rates at which it may be running such services at other Government Institutes/ Ministries/ Hospital/Medical Colleges/ PSUs etc.

1.7. **Terms and Mode of Payment:**

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.

The contractor/agency shall submit TWO SEPARATE bill for payment due to him at the end of each month in duplicate to the receive section of (a) one at Hospital of College of Medicine & JNM Hospital, WBUHS, Nadia for the security personnel deployed at Hospital Campus & (b) another at Medical College of College of Medicine & JNM Hospital, WBUHS, Nadia for the security personnel deployed at College and Hostel Campus as per Proforma in Part: B, Section VIII.

Along with the bill the contractor/agency shall certify and submit the following documents in duplicate, too:

- An abstract sheet of service supplied by him to Medical Colleges/ Hospitals during the month. The abstract sheet should be prepared by the agency in format of the Hospital Security services Register, as mentioned in Section VIII (Contractor/ Agency's Monthly Bill Part-A). The abstract sheet (Hospital Wing) shall be checked and verified by the Facility Manager/ Assistant Superintendent (NM)/ appropriate authority of the Hospital. After verification, such authorities Shall sign/ countersign on the abstract sheet and on the bill submitted by the contractor/agency with certificate that the Security services has been duly rendered satisfactorily by the contractor/agency for the period claimed in the bill.
- For services at College & Hostel Campus the abstract sheet should also be prepared by the agency in the same format as mentioned earlier and submit the bill to the authority of College wing.
- The attendance sheet of the hospital's Security services staff deployed by the contractor/agency, duly authenticated daily by his designated staff and countersigned by appropriate authority of the health facility to payment shall be made for absentee employees.
- The bank statement showing the date on which the previous month's emoluments to the contractor/agency's staff deployed at the institute have been paid through ECS. The contractor/agency shall provide the mandate form for ECS payment to its deployed staffs. The ESI Contribution relating to these workers (copies of ESI Cards of workers, copy of ESI deposit challan shall be enclosed). EPF Contribution relating to these workers (copies of EPF numbers of workers, copy of EPF deposit challan shall be enclosed). The same is applicable for EDLI Contribution and Administrative Charges paid by contractor/agency for the staff. These expenses shall be reimbursed to the contractor/agency by the institute after proper verification.
- Self-declaration, "We are complying with all statutory Labour law's in vogue and as amended up to date, including the Minimum Wages Act, West Bengal".
- Goods and Service Tax (GST) deposit challan for tax claimed in preceding month's contractor/ agency's bill.
- Details of any other benefits, facilities etc. availed by him during the billing period from the institute, appropriate consumption charges for which shall be deducted from his monthly contractor/agency 's bill.

The contractor/agency shall be absolutely and exclusively responsible for the payment of salary for the staff deployed at institute **on or before the 7th of each succeeding month** to protect the interest of these staff and to ensure smooth running of institute's Security services in the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia, irrespective of whether or not the Agency/ Contractor may be able to raise the bills or receive payments from the institute by that time.

Payment shall be released to the contractor/agency after deduction of Income Tax deductible at source and other statutory deductions like GST etc. as per government norms.

Additional compliances to be verified before payment of monthly contractor/Agency's bill for the first time by the institution:

- Performance Security as per ITB Clause no (1.5), Section- IV has been submitted.
- Contract form as per Section VIII has been signed and exchanged by both the parties
- Contractor/agency's deployed staffs are wearing uniforms and ID Cards, as approved by the authority of College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.
- Contract Labour License of contractor/agency submitted, as the case may be.

1.8. **Variation/ Delay in the Contractor/ Agency's Performance:**

The Contractor/agency shall perform the services under the contract as per quality, time schedules, deployable staff, other terms and conditions specified by the institute in the relevant columns of the contract. Subject to the provision under ITB, any unexcused variation in quality, quantity, delay etc. by the Contractor/agency in maintaining its contractual obligations towards performance of services shall render the Contractor/agency liable to any or all of the following sanctions:

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

If at any time during the period of the contract, the Contractor/agency encounters conditions hindering timely performance of services, the Contractor/agency shall promptly inform the institute in writing about the same and its likely duration and make a request to the authority of the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia for its remedy accordingly. On receiving the Contractor/agency's communication, the institute shall examine the situation as soon as possible and at its discretion, may agree to amend the schedule of service, with or without liquidated damages for completion of Contractor/agency's contractual obligations by issuing an amendment to the contract.

1.9. **Liquidated Damages:**

Subject to GCC Clause no. 12, Section- VII if the contractor/agency fails to provide Security services as per quality, time schedules, deployable staffs and other terms and conditions incorporated in the contract and to the satisfaction of the competent authority of health facility, the latter shall, without prejudice to other rights and remedies available to it under the contract deduct a sum equivalent to as per Penalty Clause no. 5.30 in Annexure- C, Section- III of the total value of Security Services provided as per Bill of Contractor/agency 's Monthly Bill as per Proforma of Section VIII; as liquidated damages per occasion of default from the contractor/agency 's monthly bill. If the deductions exceed 6 % (six percent) of the total value of Security services supplied in any calendar month, the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia may consider termination of the contract and hiring of alternative service at risk and cost of the contractor/agency as laid down in GCC Clause 15 & Clause no 1.10, Section- IV. Termination for Default.

1.10. **Termination for Default:**

The Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia without prejudice to any other contractual rights and remedies available to the institute, may, by written notice of default sent to the Contractor/agency, terminate the contract in whole or in part, if the Contractor/agency fails to 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 Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia pursuant to GCC sub-clause 15.3.

In the event the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia terminates the contract in whole or in part, pursuant to ITB sub-clause 1.10 above, the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani may procure services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor/agency shall be liable to the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani for the extra expenditure, if any, incurred by the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia for arranging such procurement.

Unless otherwise instructed by the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, the Contractor/agency shall continue to perform the contract to the extent not terminated.

1.11. **Termination for Insolvency:**

If the Contractor/agency becomes bankrupt or otherwise insolvent, the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia reserves the right to terminate the contract at any time, by serving written notice to the Contractor/agency without any compensation, whatsoever, to the Contractor/agency, 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 Institute.

1.12. **Force Majeure:**

Notwithstanding the provisions contained in ITB clauses 1.8, 1.9 and 1.10, the Contractor/agency shall not be liable for imposition of any such sanction so long the delay and/or failure of the Contractor/agency in fulfilling its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, Force Majeure means an event beyond the control of the Contractor/agency and not involving the Contractor/agency'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. Such events may include, but are not restricted to, acts of the institute either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lookouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the Contractor/agency shall promptly notify the institute in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia or his authorized representative in writing, the Contractor/agency shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation 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.

In case due to a Force Majeure event the institute is unable to fulfil its contractual commitment and responsibility, the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia will notify the Contractor/agency accordingly and subsequent actions taken on similar lines described in above sub-clauses.

1.13. **Termination for Convenience:**

The Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia reserves the right to terminate the contract, in whole or in part for its (Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia) convenience, by serving written notice on the Contractor/agency at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the institute. The notice shall also indicate inter alia, the extent to which the Contractor/agency's performance under the contract is terminated, and the date with effect from which such termination will become effective.

1.14. **Modification of Contract:**

If necessary, the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia may, with due approval of the College Council, issue a written order to the Contractor/agency at any time during the currency of the contract, to amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- Requirements and Specifications of the services.
- Any other area(s) of the contract, as felt necessary by the institute depending on the merits of the case.

In the event of any such modification/ alteration causing increase or decrease in the cost of services to be provided, or in the time required by the Contractor/agency to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or service schedule, as the case may be and the contract amended accordingly. If the Contractor/agency does not agree to the adjustment made by the institute, the Contractor/agency shall convey its views to the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia within 15 (fifteen) days from the date of the Contractor/agency's receipt of the institute's amendment/ modification of the contract

1.15. **Notices:**

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing. The procedure will provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

Delivery of Notice through e-mail of the agency/ Contractor shall also be accepted.

1.16. Resolution of Disputes:

If dispute or difference of any kind shall arise between the institute and the Contractor/agency in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the authorities of College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia or the Contractor/agency shall 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, 1996 of India. In the case of a dispute or difference arising between the institute and Contractor/agency relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer as appointed by the apex authority of the West Bengal University of Health Sciences, Sector-V, Salt Lake, Kolkata-700064 appointed to be the arbitrator by the Registrar, the West Bengal University of Health Sciences, Sector- V, Salt Lake, Kolkata- 700064 for that purpose. The award of the arbitrator shall be final and binding on the parties to the contract.

The venue of arbitration shall be the Office of the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia (from where the contract has been issued) or Office of the West Bengal University of Health Sciences, Sector- V, Salt Lake, Kolkata- 700064, as deemed appropriate by the arbitrator.

1.17. Applicable Law and Legal Suits:

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

All disputes would be decided at the Kolkata jurisdiction.

1.18. General/ Miscellaneous Clauses:

Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Contractor/agency on the one side and the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia on the other side, a relationship of Master and Servant or Principal and Agent.

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

The Contractor/agency shall notify the institute of any material change that would impact on performance of its obligations under this Contract.

Each member/constituent of the Contactor/agency, in case of consortium shall be **jointly and severally** liable to and responsible for all obligations towards the institute for performance of contract/services including that of its Associates/Sub Contractor/Agencies under the Contract.

The Contractor/agency shall, at all times, indemnify and keep indemnified the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia 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/Agency/ its Associate/Affiliate etc.

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

1.19. Governing Language:

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

1.20. Use of Contract Documents and Information:

- 1.20.1. The Contractor/agency shall not, without the Institute's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the institute in connection therewith, to any person other than the person(s) employed by the Contractor/agency in the performance of the contract emanating from this e- tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of performance of this contract.
- 1.20.2. Further, the Contractor/agency shall not, without the Institute's prior written consent, make use of any document or information mentioned in ITB above except for the sole purpose of performing this contract.
- 1.20.3. Except the contract issued to the Contractor/agency, each and every other document mentioned in ITB above shall remain the property of the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia and, if advised by the Institute, all copies of all such documents shall be returned to the Institute on completion of the Contractor/agency's performance and obligations under this contract.

SECTION – V
GENERAL INSTRUCTIONS TO BIDDERS (GIB)

[For Bidding in this E-Tender]

1. Introduction:-

Before formulating the bid and submitting the same, the bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the E-Tender document. Failure to provide and/or comply with the required information, instructions etc. incorporated in this document may result in rejection of its bid.

Expenditure to be incurred for the proposed bid will be met from the funds available with the Contractor/Agency. The procurement will be in terms of procurement rules of the Government of West Bengal.

2. Corrupt Practices:-

2.1. The College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia, requires that bidders observe the highest standard of ethics during the bidding process and during execution of such contract. In pursuance of this policy, the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia:

2.1.1. defines, for the purposes of this provision, the terms set forth below as follows:

- 2.1.1.1. "corrupt practice"/"bribery" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party or influencing the process procuring goods or services or executing contracts;
- 2.1.1.2. "fraudulent practice"/"fraud" means any act or omission, including a misrepresentation of information or facts, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation or to influence the process procuring goods or services or executing contracts, to the detriment of the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia or other participants;
- 2.1.1.3. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- 2.1.1.4. "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party or designed to result in bids at artificial prices that are not competitive;
- 2.1.1.5. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

2.1.2. will reject a proposal to award a contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for the contract in question; and

2.1.3. will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any tender/bidding process of the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia if it at any time determines that the party has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for, or in executing, a contract of the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.

2.1.4. will cancel or terminate a contract if it determines that a bidder /party has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for, or in executing, a contract with the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.

2.1.5. Will normally require an agent of the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia, to allow the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia or any person that the said institute may designate; to inspect or carry out audits of the bidder's accounting records and financial statements in connection with the Agreement.

3. Bidding, Contracting and Bidding Expenses:-

3.1. The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its

bid including preparation, mailing, online uploading and submission of its bid and for subsequent processing the same. The College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome other tendering process.

3.2. The bidder shall bear all costs, including the cost of stationery and printing, for signing of the contract and submission of bills for payment.

3.3. Both Technical and Financial bids are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>. All papers must be submitted in English Language and self-attested by the Bidder.

4. **Clarification on e-Tender Document:-**

4.1. A bidder requiring any clarification or elucidation on any issue of the E-Tender document may take up the same with the institute in the pre-bid meeting.

4.2. The bidder may also take up the same in writing by sending e-mail to the e-mail address principal.comjnmh.kalyani@gmail.com. The institute will respond in writing to such request provided the same is received by the Health Facility/Unit not later than eight days prior to the prescribed date of submission of bid

4.3. **Pre-Bid Meeting:**

4.3.1. A pre-bid meeting will be convened to clarify the doubts of the prospective bids. The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the bid document after the pre-bid meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.

4.3.2. Date of pre-bid meeting is mentioned in Time Schedule mentioned above.

4.3.3. Pre-bid meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the bid document and to get the views of the prospective bidders, or any clarifications sought by the prospective bids on bid terms & conditions / specifications etc., as part of ensuing transparency in the bid process. Response to pre-bid queries if any by the prospective bidders shall be based on the written letters from manufacturer supported by product brochure/letter head.

4.3.4. It is an opportunity for the prospective bidder to obtain all the details about the bid items, conditions governing the bids and also to get the explanation of any ambiguous condition that may be present in the bid document.

4.3.5. It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc. requested by the Department of this Institution or funding authority, so as to make amendments in the bid document on the basis of expert advice.

4.3.6. **Failure to attend the Pre-bid meeting will not be a disqualification**, but a loss of opportunity for the prospective bidders to understand about the bid item and the bid conditions.

4.3.7. Filled up Bids (Online Submission) will be accepted only after the date of pre-bid meeting.

4.3.8. **The representations regarding the pre-bid meeting must be received on or before the pre-bid date and time otherwise the requests may not be considered.**

4.3.9. All the representations pertaining to technical specification in the pre-bid meeting and any clarifications submitted in the subsequent stage of the tender process must be supported by the letter from principal organizer unless the requested points shall not be considered.

4.4. **Amendment of Bid Documents:**

4.4.1. At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal & <https://www.wbuhs.ac.in> & www.comjnmh.ac.in website also.

4.4.2. The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to the bid. Bidders are requested to browse e-Tender portal or websites as mentioned by the Tender Inviting Authority for information/general notices/amendments to bid

document etc. on a day to day basis till the bid is concluded before submission of bid.

5. **Alternative Bids:-**

Alternative bids are not permitted.

6. **Bid Validity:-**

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 E-Tender document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.

In exceptional cases, the bidders may be requested by the Health Facility/Unit to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed in writing. The bidders, who agree to extend the bid validity, are to extend the same without any change of 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.

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 Health Facility/Unit, the bid validity shall automatically be extended up to the next working day.

7. **Preparation of Bid Documents:-**

The bid documents shall either be typed or written in indelible ink and the same shall be signed/ digitally signed by the bidder or by a person 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.

The bid documents shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the bid.

It is the responsibility of bidder to go through the E-Tender document to ensure furnishing all required documents. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary evidence to substantiate the corresponding statement.

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.

Bid Documents sent by paper/fax/telex/ email etc. shall be ignored.

8. **Preparation of Bids for E-Tender:-**

8.1. **Registration of Bidder:** A bidder willing to take part in the process of E-Tendering will have to be enrolled and registered with the Government e-Procurement System, by logging on to website <https://wbttenders.gov.in> the bidder is to click on the Link for E-Tendering site as given on the web portal.

8.2. **Digital Signature Certificate (DSC):** 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 Website <https://wbttenders.gov.in>. DSC is issued as a USB e-Token. The bidder can search and download Notice Inviting Tender (NIT) and tender document electronically from computer once he/she logs on to the website <https://wbttenders.gov.in> using the Digital Signature Certificate (DSC).

9. **Submission of Bid:-**

Bids are to be submitted online to the website <https://wbttenders.gov.in> in two folders before the prescribed date and time using Digital Signature Certificate (DSC). The documents to be uploaded should be virus scanned copies, duly digitally signed. The uploaded scanned document(s) should be legible, readable & not be repetitive. Uploading of illegible document(s) will not be accepted and will stand for rejection of bid. The documents will get encrypted (transformed into non readable formats) on uploading. The two folders are:

- ✓ Technical Proposal: containing Statutory Cover and Non-statutory cover
- ✓ Financial Proposal: containing Bill of Quantity

9.1. **Documents comprising the Bid:**

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

9.1.1.1. **Statutory Cover of Technical Bid Containing:**

To be filled in Form Folder:

- ✓ Tender Application Format (duly filled in) in Form- 1 of Section – VI (Bidding Forms).
- ✓ Qualification Information (duly filled in by the bidder), in Form – 2 of Section - VI (Bidding Forms).
- ✓ e-NIT Acceptance Form, in Form – 4 of Section - VI (Bidding Forms).
- ✓ Power of Attorney in favour of signatory of the bid, in Form – 6 of Section - VI (Bidding Forms)/ Board Resolution in favour of signatory of the bid, in Form – 7 of Section - VI (Bidding Forms).
- ✓ Financial Capacity of Bidder, in Form – 8 of Section - VI (Bidding Forms).

To be filled in Draft Folder:

- ✓ Copy of the Online Submit Receipt towards Earnest Money Deposit (EMD).

To be filled in NIT Folder:

- ✓ E-NIT Instructions to Bidders (Section- IV) (Uploaded with Digital Signature).
- ✓ General Conditions of Contract (Section- V).
- ✓ Schedule of Requirements (Section- III).

9.1.1.2. **Non-Statutory (Other Important Documents- OID) Cover Containing:**

To be filled in Certificates Folder:

- ✓ Copy of PAN Card.
- ✓ Copy of Bank Account documents (passbook and/ or bank statement).
- ✓ Copy of valid license under The Contract Labour (Regulation & Abolition) Act, 1970.
- ✓ Copy of Certificate of Registration under the Employees State Insurance Act, 1948.
- ✓ Copy of EPFO Registration Certificate.
- ✓ Copy of GST certificate/ letter recording GST identification number.
- ✓ Copy of valid license under The Private Security Agencies Regulation Act, 2005.
- ✓ Copy of Income Tax Returns for the financial years 2022-2023, 2023-2024 & 2024-25 (assessment years 2023-2024, 2024-2025 and 2025-26).

To be filled in Company Details Folder:

- ✓ Copy of documents of incorporation (i.e. Memorandum and Articles of Association and Certificate of Incorporation for Companies and Partnership Deed for Partnership Firms).

To be filled in Financial Info Folder:

- ✓ Financial Capacity of Bidder in Form- 8 of Section- VI (Bidding Forms).
- ✓ Form - 9 with Audited Balance Sheet for financial years 2022-2023, 2023-2024 and 2024-25.

To be filled in Declaration Folder:

- ✓ Declaration by the bidder, as per format given in Form-3 of Section - VI (Bidding Forms).

To be filled in Credential 1 Folder:

a) Eligible and Qualified Bidders : Experience of having successfully completed similar works during **last 03 year** sending last day of month previous to the one in which applications are invited should be either of the following.

i. The bidder must be a recognized security agency with experience in providing security services in a Government Hospital or Corporate Hospital / Medical College and Hospital/or any Autonomous body or any reputed Organization.

AND

Three similar completed works employing at least 50 personnel's costing not less than the amount equal to 70% of the estimated cost

OR

Two similar completed works costing not less than the employing at least 75 Personnel's and amount equal to 80% of the estimated cost.

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

In case of failure to submit any of the above-mentioned documents (for both statutory and non-statutory cover) in respective folders, the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia may summarily reject the bid.

Sl. No	Category Name	Sub-Category Description	Detail(s)
A	Certificate(s)	Certificate(s)	i. Income Tax PAN ii. Professional Tax Registration/ any Challan deposited in last six months from scheduled date of E-Tender opening iii. GST Registration along with copy of last return filed iv. ESIC Code Number Allotment. v. EPFO Registration.
B	Company Detail(s)	Company Detail	i. Certificate of Incorporation/ Partnership Deed ii. Updated Trade License iii. Power of Attorney in favour of signatory of bid iv. Affidavit of Non-Conviction Certificate in Form- 5, of Section- VI (Bidding Forms) on or after date of publication of tender notice.
C	Credential	Credential -1	Performance Statement as per format described in Section- IV, Instruction to Bidders, Clause 1.3; with supporting documents
D	Documents	Documents	i. Audited Balance Sheet & Profit & Loss A/c of last 3 years financial year (2022-23, 2023-24, 2024-25) with due certification of a C.A firm containing membership no. and UDIN. ii. Name, address of banker, account number. iii. Bank Solvency Certificate on any date after publishing of this E-Tender for an amount equal to 3 (three) months' total bill for supplying Security services at rate quoted by bidder at full bed-occupancy of health facility, plus the minimum statutory emoluments payable to the maximum staff deployable at that facility during this period in Form- 11 of Section- VI (Bidding Forms). iv. Address proof for registered and/or branch office of bidder, (preferably in district of Nadia).

9.1.2. The Financial Bill shall comprise of the BOQ which is to be filled in the following manner:

9.1.2.1. **Financial Proposal: Price Schedule/ Bill of Quantity:**

The financial proposal (cover) or prices quoted should be uploaded online through the Bill of Quantity (BOQ). The bidder shall quote the price online in the space marked for quoting prices in the BOQ. Only downloaded copies of the BOQ are to be uploaded, virus scanned and digitally signed by the bidder.

9.1.2.2. **Bill of Quantity (BOQ): 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 Goods and Service Tax) for supply of one unit services you intend to bid for in **prescribed Column** titled as 'Basic Price (in Rupees)' of the BOQ, Goods and Service Tax (GST) shall be paid for by the Institute as applicable, Minimum wages, bonus, entitlement, dues etc. as per the relevant statutes in vogue shall be paid for by the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia as revised from

time to time.

Sl. No.	Item Description	Basic Price (in ₹)
1	The bidder shall quote a 'Management Fee' / 'Service Charge' for providing goods and/ or Security Services, as applicable in the tender. The Service Charge shall be quoted as a percentage of the Monthly Emoluments payable to one number of (unskilled+ Semi-skilled + Skilled) workers deployed for providing security services (2nd Call) in the Institute. Here 'Statutory Monthly Emoluments' shall mean total amount payable as per Row 12 of Contractor/Agency's Monthly Bill –Part :B ,Section -VIII. Rates are as per the minimum wages notified by the office of the Labour Commissioner, Government of West Bengal. Goods and Service Tax (GST) as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid; the bidder may quote up to a maximum of 7.5 % (Seven point Five percent) as Management Fee/ Service Charge. (For example: If you quote the figure '4'. It means that you will charge 4 % (four percent) of total Statutory Monthly Emoluments payable to the one number of (unskilled+ semi-skilled +skilled) workers deployed for security services in the Institute as Management Fee per month. Goods and Service Tax (GST) as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid. You may quote up-to a maximum of 7.5 % (Seven point five percent) as management fee/ Service Charge.	[Quote Figure]

9.2. **Letters of Bid Schedules:**

The Letters of Technical Bid shall be prepared using the relevant forms furnished in Section - VI (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

9.3. **Currencies of Bid Payment:**

The rate shall be quoted by the bidder entirely in Indian National Rupees (INR) only. The Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia shall be entitled to reject any bid, if the same has been submitted in any other currency.

9.4. **Documents Establishing the Qualification of the Bidder:**

To establish its qualifications to perform the obligations under the Agreement, the bidder shall provide the information requested in the corresponding information sheets included in Section - VI (Bidding Forms).

9.5. **Period of Validity of Bids:**

9.5.1. Bids shall remain valid for a period of 120 days after the bid submission deadline date prescribed by the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia. A bid valid for a shorter period shall be rejected by the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia as non-responsive.

9.5.2. In exceptional circumstances, prior to the expiration of the bid validity period, the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia request bidders to extend the period of validity of their bids. The request and the response shall be in writing. A bidder may refuse the request without forfeiting its Bid Security. A bidder accepting the request shall not be required or permitted to modify its bid.

9.6. **Format and Signing of Bid:**

The bid shall be digitally signed by a person or persons duly authorized to sign on behalf of the bidder as stated in the e-NIT.

10. **Evaluation and Comparison of Bids:-**

10.1. **Confidentiality**

- 10.1.1. Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Award of contract is communicated to all bidders.
- 10.1.2. Any attempt by a bidder to influence the authority of College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

10.2. **Clarification of Bids**

- 10.2.1. To assist in the examination, evaluation and comparison of the Technical and Financial Bids, the WBUHS may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia shall not be considered. The Institute's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid, or, prices in the Financial Bid shall be sought, offered, or permitted.
- 10.2.2. If a bidder does not provide clarifications of its bid by the date and time set in the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia request for clarification, its bid may be rejected.

10.2.3. **Deviations, Reservations and Omissions:**

- 10.2.3.1. During the evaluation of bids, the following definitions apply:
- 10.2.3.1.1. "Deviation" is a departure from the requirements specified in the Bidding Documents;
- 10.2.3.1.2. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- 10.2.3.1.3. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

10.2.4. **Responsiveness of Technical Bid:**

- 10.2.4.1. The Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB.
- 10.2.4.2. A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- 10.2.4.2.1. If accepted, would:
- 10.2.4.2.1.1. Affect in any substantial way the scope, quality, or performance of the contract; or
- 10.2.4.2.1.2. Limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia, or the bidder's obligations under the proposed contract; or
- 10.2.4.2.2. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 10.2.4.3. The Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia shall examine the technical aspects of the bid submitted to confirm that all requirements have been met without any material deviation or reservation.
- 10.2.4.4. If a bid is not substantially responsive to the requirements of the Bidding Documents and is rejected by the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, it may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

11. **Nonconformities, Errors and Omissions:**

- 11.1. The Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia waives any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- 11.2. The Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia may request that the bidder

submit information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Financial Bid. Failure of the bidder to comply with the request of the tendering authority may result in the rejection of its bid.

12. **Qualification of the Bidder:**

- 12.1. The Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia shall determine to its satisfaction during the evaluation of Technical Bids whether bidders meet the qualifying criteria as specified in the Bidding Documents.
- 12.2. The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB.

13. **Evaluation Criteria:**

- 13.1. The bidders who meet the qualifying criteria shall be treated equally and all the technically qualified bidders shall be at par while considering their Financial Bid.

The Financial Bid of bidders, who do not meet the qualifying criteria prescribed in ITB will not be opened.

14. **Evaluation of Financial Bids:**

- 14.1. The Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia only considers the amount quoted in the BOQ, for evaluation of the Financial Bid of the technically qualified bidder. No other evaluation criteria or methodology shall be permitted.

15. **The Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia Right to Accept any Bid and to Reject any or All Bids:**

The Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to Award, without thereby incurring any liability to bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the bidders.

16. **Agreement and Signing of Tender**

- 16.1. The successful Bidder, will have to execute a formal "Agreement" with the ***Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia*** at a "Non-judicial Stamp Paper" worth Rs.100/- (Rupees One Hundred Only) or above **within 30(Thirty)** working days from and after receiving the **"Letter of Acceptance"** and will submit one set of e-NIT Document duly signed and submit to this institute which will be treated as part of **"Agreement"**.

16.2. **Signing of Tender:**

Individual signing the tender or other documents connected with contract must specify whether he sign as:

- A **sole proprietor** of the concern or constituted attorney of such sole proprietor;
- A **partner of the firm**, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
- Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.

- 16.2.1. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

- 16.2.2. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate

formal contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

- 16.2.3. The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired services even on short notice to the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.
- 16.2.4. The selected firm(s) should enclose a certificate in Form- 5, Section- VI (Bidding Forms) that it has not been black-listed by any Government Office/ PSU/ Semi-Government Office/ Autonomous bodies/ Corporate Body.
- 16.2.5. All terms and conditions as mentioned above will have to be accepted by the bidder(s). In case of violation of the terms and conditions of the contract, the Performance Security Deposit will be forfeited. The Performance security money (herein EMD converted into Security Deposit) as deposited will be returned beyond Six months after the contract period, **no interest will be paid against this Performance Security Deposit Money.**

17. Bidder's Undertaking:

The bidder shall provide an undertaking that the proprietor/ promoters director of the firm. its employee, partner or representative are not convicted by a court of law for offence involving moral turpitude in relation to business dealings such as bribes', consumption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of takes etc. The firm does not employ a government servant, who has been dispraised or removed on account of corruption. The firm has not been de- barred, blacklisted by any government ministry/ Hospital/Medical College/ local government/ PSU/ Pvt. Institution etc. in the last three years from scheduled date of opening of this E-Tender.

18. Opening of Tender:

- 18.1. The institute 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. Online technical bids of EMD-qualified bidders shall be opened and evaluated with reference to parameters prescribed in the e- tender 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 the members of the Tender Evaluation Committee electronically from the E-Tender website using their Digital Signature Certificates (DSCs).

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

IF ANY DOCUMENT REQUIRED TO BE SUBMITTED FOR E-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.

19. Scrutiny and Evaluation of Bids:

19.1. Basic Principle

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

The Members Technical Bid Evolution Committee of the Institute Will examining 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 the meet the basic requirements, are liable to be treated as non- responsive and will be summarily ignored.

Prior to the detailed evaluation of price bids, the Institute Unit will determine the substantial

responsiveness of each bid to the E-Tender document. For purpose of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the E-Tender document without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security, Terms and Mode of Payment; Variation, Delay in the Contractor/agency 's Performance, Liquidated Damages, Termination of Contract, Force Majeure, Resolution of Disputes, Applicable law etc. will be deemed to be material deviations. The Institute's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

19.2. If a Bid is not substantially responsive, it will be rejected by the Bid Evaluation Committee.

19.3. 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 E-Tender document.

19.4. During evaluation the Committee may summon bidders and 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. The result of evaluation of technical bids, along with information regarding further steps in evaluation of the tender shall be uploaded online on E-Tender website.

20. Comparison of Bids:

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

21. Bidder's Capability to Perform the Contract:

The Health Facility Unit 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.

The above-mentioned determination will inter alia, take into account the bidder's financial, technical and service capabilities for satisfying all the requirements of the Institute as incorporated in the E-Tender 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 Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia including inspection of registered or branch office/ site visit of any current project(s) etc. of the bidder at cost and arrangement of bidder by authorized representative(s) of the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.

22. Award of Contract:

The Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia has the Right to accept any bid and to reject any or all bids.

The Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia 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).

In case it is found that two or more bidders have quoted same price, the lowest bidder will be selected by the provisions mentioned in the Memo No. 2320-F(Y) Dated: 07.06.2022 of Finance Department (Audit Branch).

23. Award Criteria:

Subject to clause above, the contract will be awarded to the lowest evaluated responsive bidder the Institute. The list of successful bidder(s) shall be uploaded online. In case of tie, only one bidder should be selected.

24. Variation of Quantities at the time of Award and During Currency of Contract:

At the time of awarding the contract, the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia reserves the right to increase or decrease the scope of services mentioned in the relevant section(s) in tender without any change in the unit price and other terms and conditions quoted by the bidder.

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

The Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia reserves the right to extend the 3 (three) year contract by another 3 (three) months on same terms and conditions at the end of 3 (three) year contract period. Thereafter, the contract may be extended on same terms and conditions for further periods on mutual agreement between Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia and contractor/agency.

25. Notification of Award:

Before expiry of the tender validity period, the Institute will notify the list of successful bidder(s) online on websites, <https://wbttenders.gov.in>. In addition, successful bidder (L1) shall be notified in writing that its bid for services, which have been selected by the authority of College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia, has been accepted, also briefly indicating therein the essential details of services and corresponding prices accepted. The successful bidder must furnish to the institute the required performance security within 15 (fifteen) 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 e-NIT.

The Notification of Award shall constitute the beginning of the Contract and the 3 (three) year's contract period shall commence from this date of notification.

The successful Bidder shall also physically submit original documents/ duly attested Photo-copies of all documents uploaded by him online at the time of bidding.

26. Issue of Contract:

Within 7 (seven) days of notification of award, the successful bidder will sign the contract form as per Section VIII with the institute.

The Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia reserves the right to issue the Notification of Award.

27. Non-receipt of Performance Security and Contract by the Institute:

Failure of the successful bidder in providing performance security and/ or signing contract in terms of GIB clauses 25 and 26 above shall make the bidder liable for forfeiture of its EMD and also, for further actions by the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia against it as per the clause 15 of GCC: Termination for default.

28. General/ Miscellaneous Clauses:

Nothing contained in these Contracts shall be constructed as establishing or creating between the parties, i.e. the Contractor/agency on the one side and the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani on the other side, a relationship of master and servant or principal and agent.

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

The Contractor/agency shall notify the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia of any material changes that would impact on performance of its obligations under this Contract.

Each member/constituent of the Contractor/agency, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia for performance of contract/services including that of its Associates/Sub Contractor/agency's under the Contract.

SECTION – VI
BIDDING FORMS (BDF)

Form- 1

Tender Application Format

(All the Bidders have to prepare and submit Form-1)

Bid Reference Memo No.:

Date:

Name of Contract: PROVIDING SECURITY SERVICES (2nd Call) AT COLLEGE OF MEDICINE & JNM HOSPITAL, WBUHS, KALYANI, NADIA.

To

The Principal

College of Medicine & JNM Hospital

WBUHS, Kalyani, Nadia.

Sir,

I/We, the undersigned hereby accept all the terms and conditions of the Bid Reference vide Memo No:, Date:, (1st Call) and its Amendments and Addendum thereto are read and accept without any modification or condition(s). We now offer PROVIDING SECURITY SERVICES (2nd Call) at College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.

We also

1. Certify that:

- 1.1. I/We have examined the downloaded documents of the tender and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders. I/We have not tampered /modified the tender documents in any manner. In case the same is found tampered/ modified, I/We understand that my/our offer shall be summarily rejected and I/We are liable to be banned from doing business with College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia and/or prosecuted as per laws.
- 1.2. The offered services should be in accordance with the requirements as per e-NIT.
- 1.3. If our bid is accepted, we undertake to render the services as mentioned above, in accordance with the schedule and terms and conditions as specified in the E-Tender document, including amendment/ corrigendum if any.
- 1.4. We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in terms of ITB clause 1.5, for due performance of the contract
- 1.5. We agree to keep our bid valid for acceptance as required as per e-NIT 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.
- 1.6. We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred tender enquiry.
- 1.7. We would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by you to verify this statement.
- 1.8. Our company has been incorporated in accordance with the laws of (insert name of country of incorporation) and governed by them.
- 1.9. We confirm that we do not stand deregistered/banned/blacklisted by any Government Authorities/ Organization/ Institution/ local bodies etc. in last two years. There is no adverse report against services offered by us in any Government Department/Agency in India.
- 1.10. Brief of court/legal cases pending, if any, are following:

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-
- 1.11. We will permit College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia, or its representative to inspect our accounts and records and other documents relating to the bid submission.
- 1.12. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
- 1.13. That the application is made by me/ us on behalf of in the capacity of duly authorized to submit the offer. The authorization letter from the company is attached in Form-6.
- 1.14. We accept the terms and conditions as we shall abide by it for throughout the tender period and its extensions, if any.
- 1.15. We propose that the order and bill should be raised in our name. For liaising, we have appointed M/S having its office at (Address, Contact No, and e-mail address) as C&F agent/Liaison official/ Contact person / Others (strike out whichever is not applicable) as per clause of the NIT. The agreement/authorization between us and the distributor/ C&F/ Liaison official & other documents as prescribed in attached in Form-2.
- 1.16. In the event of being selected, supply will be made within the stipulated period except the condition which is beyond our control.
2. Understand that:
- 2.1. Partial or incomplete bid submission will lead to cancellation of our bid.
- 2.2. The tender inviting and accepting authority reserves the right to reject any application without assigning any reason.
- 2.3. Purchase & Tender Committee can amend the scope & Value of the control bid under this project.
- 2.4. Purchase & Tender Committee reserves the right to reject any application without assigning any reason.

Enclose:

- Statutory Documents
- Non Statutory Documents or Other Important Documents (OID)
- Annexure duly filled in, signed & notarized (where applicable)

Name:

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of (if applicable)

Date

QUALIFICATION INFORMATION

(On the Letterhead of the Bidder's)

- 1) Details of Bidder
 - a) Name:
 - b) Address of the corporate headquarter:
 - c) Date of commencement of business
- 2) Brief description of the company / partnership including details of its main lines of business: (Information and activities in brief of the bidder in not more than 1 page of A-4 size is required to be submitted which may be annexed to this Form)
- 3) Details of individual(s) who will serve as the point of contact/ communication for the bidder:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone number:
 - e) E-mail address:
 - f) Fax number:
- 4) Particulars of the authorized signatory of the bidder:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone number:
 - e) E-mail address:
 - f) Fax number:
- 5) Number of years of experience of the bidder in the respective field of operation (as on date of submission of the bid):
- 6) Bank Account Details of the bidder (Name of the Bank, Branch and address, Type of Accounts, IFSC Code):
- 7) Staffing Plan and monitoring mechanism at all levels planned for this scheme for which the bidder is submitting the bid:

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

For (name of bidder)

Date:

[Signature]

Place:

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

Form- 3

Declaration by the Tenderer

(On Non Judicial Paper worth Rs. 50.00 or above)

This is to certify that I/We possess a firm/ agency (Name of firm/Agency) providing services in field of Security Services since last years having adequate no. of manpower with required qualification & experience for deployment in the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia (e-NIT Ref. No.....) and I/We are providing the wages as per Minimum Wage Rules of West Bengal Government. My agency/firm is also capable of monitoring traffic safety, parking & trespassing.

Place:

Date:

(Signature of Tenderer with seal)

Name:

Address :

Form- 4

E-NIT Acceptance Form

(To be affirmed on Stamp Paper of appropriate value before Notary/ Magistrate)

Affidavit

This is to certify that we, M/s. _____, in submission of this bid confirm that all the terms and conditions of the Bidding Documents (Bid Reference No. COMJNMH/PR/2026/..... /2026 dated **.**.2026) and all its Sections, viz. the e-NIT, the ITB, the Schedule of Requirements, the Bidding Forms, the General Conditions of Contract and all Addenda, Corrigenda and clarifications issued to the Bidding Documents are read and accepted without any modification or conditions.

For [Name of bidder]

Place:

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

[Date]

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

Form- 5

[Affidavit of **Non-Conviction** affirmed before a Notary Public/ First Class Judicial Magistrate/ Executive Magistrate,
furnished on or **after date of Publication of Tender Notice.**]

Affidavit Proforma

(On Non Judicial Paper worth Rs. 50.00 or above)

I, Sri/Smt _____ The Managing Director/Proprietor (etc.) of the Firm
_____ (Name of the firm) at (address) _____
P.O. _____ P.S. _____
Dist _____ PIN _____ do hereby solemnly affirm and declare as follows:

- 1) That I, including my partner or representative are not convicted by a court of law for offence involving moral turpitude in relation to business dealing such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion or habitual default in payment of taxes etc.
- 2) The firm does not employ a government servant, who has been dismissed or removed on account of corruption.
- 3) The firm has not been debarred, blacklisted by any government ministry/Medical College/ Local government/PSU/Corporate Body/ Pvt Institution etc. in the last two years from scheduled date of opening of this e-tender in the state of West Bengal or other state or states of India.
- 4) That no case is pending against me or against my firm in any criminal court of law to supply of Security Services
- 5) That, I also declare that the rate offered of the services quoted is in conformity with the rates as already offered to similar types of ongoing works (Security Services) at in a Hospital/ Medical College/ Public Sector Unit or any autonomous body as mentioned at Credential.
- 6) 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.
- 7) 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 and correct.

Signature of the Deponent(s)

Name in Block Letter:

Designation:

Form- 6

Power of Attorney in Favour of Signatory of the Bid

(To be executed on non-judicial Stamp Paper of appropriate value)

KNOW ALL MEN BY THESE PRESENTS THAT WE,[insert the name of the bidder] a company within the meaning of the Companies Act, 2013/ a partnership within the meaning of the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2009 and having its registered office/ office at[insert address](hereinafter referred to as the bidder) acting through[insert name of the person giving the Power of Attorney].....presently holding the position of (insert designation of the person giving the Power of Attorney) having been authorized by the partners/ Board of Directors inter alia, to execute contracts in the name of and for and on behalf of the bidder do hereby constitute, appoint and authorize (insert name, designation and residential address of the person to whom the Power of Attorney is being given)..... as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid in respect of Bid Reference No. COMJNMH/pr/2026/..... dated ***/***/2026 of the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia (hereinafter “the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia”). We hereby further authorize the above attorney for signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid and such documents related to the bid, and providing responses and representing us in all the matters before the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia in connection with the bid for the said tender till the completion of the bidding process. We accordingly hereby nominate, constitute and appoint abovenamed person, as the lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

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

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

For [Name of bidder]

[Signature]

[Name of authorized signatory]

Place:

[Designation]

[Affix rubber stamp of bidder]

[Date]

Witnesses:

1.

2.

[Notarized]

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Board Resolution in Favour of Signatory of the Bid

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

RESOLVED THAT Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for “Providing Security Services (2nd call) - at the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia” issued by the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia (hereinafter “the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani”), including signing and submission of all documents and providing information / responses to the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia, representing us in all matters before the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia, and generally dealing with the Institute in all matters in connection with our bid for the said Services.

Certified true copy

(Signature, Name and stamp of Company Secretary)

Notes:

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

Form- 8

Financial Capacity of Bidder

(On the letterhead of a Chartered Accountant)

Certificate of Financial Capacity

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

Financial Year	Turn Over
2024-2025	
2023-2024	
2022-2023	

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

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

Signature of CA (with stamp of Firm)

Name

(Registration No)

(Chartered Accountant)

UDIN No.....

Date.....

Place

Financial Position

(Each bidder must fill in this form)

Financial Data				
Financial Year		Year 1 (2022-2023)	Year 2 (2023-2024)	Year 3 (2024-2025)
Information from Balance Sheet				
1.	Total Assets			
2.	Total Liabilities (secured loans, unsecured loans and current liabilities)			
3.	Misc. expenditure to the extent not written off			
4.	Net worth (1-2—3)			
A.	Investments¹			
B.	Current Assets			
	i. Inventories			
	ii. Sundry debtors			
	iii. Cash & Bank and other current assets ²			
	iv. Loans & Advances ³			
	Total Current Assets			
C.	i. Current liabilities and provisions			
	ii. Current liabilities and provisions			
	iii. Provisions			
	iv. Unsecured loans ⁴			
	Total Current liabilities and provisions			
	Information from Income Statement			
	Total Revenue			
	Profit before taxes			
	Profits after taxes			
(1) Investments shall include only those investments which are unencumbered as certified by the Statutory Auditor.				
(2) Cash & Bank and other current assets will not include margin money deposit, earnest money deposit, retention money, money lying in any escrow account, unbilled revenue.				
(3) Loans and advances shall not include tax deducted at source and advance tax, deposits lying with statutory authorities or deposits lying under any judicial order.				
(4) Amounts repayable within one year shall be included.				

Attached are copies of financial statements (balance sheets including all related notes and income statements) for the financial years as indicated above, complying with the following conditions:	
➤	All such documents reflect the financial situation of the bidder
➤	Historical statements must be audited by a certified accountant
➤	Historical statements must be complete, including all notes to the Financial Statements.
➤	Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Signature of CA (with stamp of Firm)

Name

(Registration No) UDIN No.....

(Chartered Accountant)

Format for Checklist (Must upload and complete)

Note: For Non-applicability for some documents please mention "NA" in the check list.

Tender ID. _____

Date: _____

Name of the Bidder: _____

Full Office Address: _____

SI no	<u>Checklist</u>	Yes/No.	Page No.
1	Proof of EMD or documents in support of EMD exemption		
2	Credential as per NIT		
3	Tender Application Form (Form No.-1)		
4	Valid PAN Card		
5	Professional Tax Registration/ any Challan deposited in last six months from scheduled date of E-Tender opening		
6	GST Registration along with copy of last return filed		
7	ESIC Code Number Allotment		
8	EPFO Registration		
9	Certificate of Incorporation/ Partnership Deed		
10	Valid Trade License		
11	Valid labour license issued by concerned department of Government for employing at least 100 persons		
12	Registration under PSARA (Private Security Agency Regulation Act 2005 from West Bengal State)		
13	Power of Attorney in favour of signatory of bid (If applicable)		
14	Income Tax Returns for the financial years 2022-2023, 2023-2024 & 2024-25 (assessment years 2023-2024, 2024-2025 and 2025-26).		
15	Audited Balance Sheet & Profit & Loss A/c of 3 financial year (2022-23, 2023-24, 2024-25) with due certification of a C.A firm containing membership no. and UDIN		
16	Name, address of banker, account number		
17	Qualification Information (Form No. 2)		
18	Declaration by the tenderer (Form No. 3)		
19	E-NIT Acceptance Form (Form No. 4)		
20	Affidavit of Non- Conviction Certificate in Form- 5		
21	Power of Attorney (if applicable) (Form No. 6)		
22	Board Resolution in Favour of Signatory of the Bid (if applicable) (Form no. 7)		
23	Financial Capacity of The Bidder (Form no. 8)		
24	Financial position (Form no. 9)		
25	Check list with page no. (Form No. 10)		
26	Bank Solvency Certificate on any date after publishing of this E-Tender for an amount equal to 3 (three) months' total bill for supplying full Security services at rate quoted by bidder at full bed-occupancy of health facility, plus the minimum statutory emoluments payable to the maximum staff deployable at that facility during this period. (Form No. 11)		
27	Performance Statement (Form No. 12)		
28	Address proof for registered and/or branch office of bidder, preferably in district of health facility		

****Please write the page number positively in Form-10: CHECKLIST FOR BIDDERS during the submission the tender or may cause of rejection the Bid.**

Certified that the above information is correct and true to the best of my knowledge and belief. Nothing has been concealed, false and fabricated and in case of information found incorrect later on, I the under signatory will be personally responsible for the same.

Full Signature of the bidder/ Authorized person & Seal

Bank Solvency Certificate

(Letterhead of Concerned Bank)

TO WHOM IT MAY CONCERN

This is to certify that M/S_____ is maintaining a _____ (type of A/C) account bearing No. _____ with us and have given their occupation business to the best of our belief and knowledge. M/S_____ is solvent up to Rs. _____ (Rupees_____) only [As per Clause 7(f) (23), Section-II].

This certificate is issued on the express condition and understanding that neither the Bank nor any of its officers undertake any responsibility or liability in respect thereof. Inter alia, it is also certified that the above-mentioned account of Company /firm is not under attachment by any court or government agency.

Signature of Branch Manager (with stamp of Bank)

Name

(ID No)

Date.....

Place

Form No. 12

Proforma for Performance Statement:

(For the period of last three years) (Submit with documentary evidence**)

Tender No.: _____

Date of Opening: _____

Name and address of the Organization by who Order placed. (full address of the organization)	Order No. and date	Description (Security services)	Value of order (Rs.)	Period Of Contract	Satisfactory Performance Report (attach documentary evidence) **
1	2	3	4	5	6

Signature and seal of the Bidder

** The documentary evidence will be a certificate or bill paid or ODS certificate issued by the organization end user with cross-reference of order no. and date, with a notarized certification authenticating the correctness of the information furnished.

The bidder should preferably have the registered office or a branch office in the city/ district of the health facility.

SECTION – VII

General Condition of Contract (GCC)

1. **Definitions:**

In the conditions of contract ("these conditions"), the following words and expressions shall have the meanings states. Words indicating persons or parties include WBUHS and other legal entities, except where the context requires otherwise.

- 1.1. "Authority" means the Principal College of Medicine & JNM Hospital, WBUHS, Kalyani.
- 1.2. "Contract" means the Agreement, these Conditions, the Schedule of Requirements, the Notice inviting e-Tender and the Instructions to Bidders and the further documents (if any) which are listed in the Agreement.
- 1.3. "Service Provider" shall mean the Selected Bidder.
- 1.4. "Services" means the scope of work, together with services allied and incidental to rendering of security services, supervision, managerial and administrative services, provision of technical assistance, training, maintenance service, insurance and other such obligations of the Contractor/agency covered under this contract in terms of Annexure – C of the Schedule of Requirements of the Bidding Documents.

2. **Entrustment:**

The Authority has offered to the Service Provider and the Service Provider has accepted to provide the Services on a principal-to-principal basis, for a period of 36 months commencing from Effective Date on the terms and conditions more specifically set out hereinafter. The Service Provider shall not be granted any automatic extension upon completion of the period of 36 months.

From the Effective Date, the Service Provider will be required to deploy only such number of personnel as may be required for rendering the Services, depending upon the area of the facility which will be required to be manned by the personnel deployed by the Service Provider. Any notice for increasing the area of the facility over which the Services will be required to be rendered from a particular calendar month, will be issued by the Authority at least 10 days prior to the expiry of the previous month. Under no circumstances, the Authority shall give a notice for increasing the area of a particular facility, more than once in a calendar month to the Service Provider. The Monthly Contract Fee to be paid to the Service Provider shall be calculated and enhanced on the basis of such area as may be required to be manned by the Service Provider from time to time.

3. **Numerical Strength of Personnel:**

Depending upon the area of the facilities across which the Service Provider will be required to provide the Services, the Service Provider shall determine the numerical strength of the personnel required to be deployed and their maximum hours of work, days of work and shift schedule, in consultation and with concurrence of the Authority.

4. **Representations and Warranties by the Service Provider:**

The Service Provider warrants and represents that:-

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

5. **Compliance with Law:**

The Service Provider hereto agrees that it shall comply with all applicable laws, ordinances and codes in performing its obligations hereunder, including the procurement of licenses, approvals, certificates and any other requirements with regard to the Services to be provided hereunder. If at any time during the term of this Agreement, it comes to the attention of the Service Provider that it is or may be in violation of any law, ordinance, regulation or code

(or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), the Service Provider shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects.

6. Covenants of the Service Provider

The Service Provider covenants as follows:-

6.1. Undertaking:-

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

6.2. Approvals and Licenses:-

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

6.2.1. Registration Code under the Employees State Insurance Act, 1948.

6.2.2. Registration under the Contract Labour (Regulation and Abolition) Act, 1970 and The Contract Labour (Regulation and Abolition) Rules, 1971.

6.2.3. Registration with Employees Provident Fund Organization.

6.2.4. License under the Private Security Agencies Regulation Act, 2005.

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

6.3. Payment to Employees:-

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

6.4. Responsibility for All Claims of Its Employee:-

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

6.5. Uniform:-

The Service Provider at its own expenses shall provide its employees with at least 2 sets of neat and clean uniforms, torches, sticks, stationeries, whistles, and protective material like jackets, overcoats, umbrella and shoes. Winter accessories shall also be provided as a part of uniform by the Service Provider. The Service Provider must also ensure that all its employees always wear proper identity cards issued to them by the Service Provider and are always dressed in proper uniform. If the Service Provider is agencies, who have earlier rendered Security Services in any of the medical colleges, it shall purchase new uniforms for its employees as well as supply new stationeries and accessories.

6.6. Attendance Record:-

The Service Provider shall maintain a bio-metric system of attendance for recording the attendance of the employees deployed by it or as directed by the institute. Such attendance will be required to be recorded on every shift for which the employees are being deployed and amongst its employees; the Facility Manager of the Service Provider will be responsible for marking the attendance in each shift. The Authority through its representatives shall be entitled to verify and audit the attendance records and it shall be the duty of the Service Provider to produce such attendance records, when required.

6.7. **Consumables and Machines:-**

For rendering the Services as provided above, a list of consumables and machines which are required to be put in use are provided in the Schedule of Requirements. It shall be the obligation of the Service Provider to purchase the said consumables and machines at its own cost and use and/ or deploy such consumables and machines for rendering the Services as detailed above. Under no circumstances, shall the Service Provider express its inability to perform the Services due to want of sufficient consumables and/ or machines or claim reimbursement from the Authority for the cost incurred by it for purchase/ procurement of such consumables and/ or machines. If the Service Provider is an agency, who has earlier rendered Security Services in any of the medical colleges, it shall purchase/ procure new machines for rendering the Services. The Service Provider shall at all material times to ensure that the consumables stored are in sufficient quantity and the machines prescribed are always in good working condition and shall accordingly maintain stock inventories of the consumables and the machines. Routine and/ or surprise checks may be carried out by the medical college authorities, the Authority and/ or the Department and if they are not satisfied with the inventories maintained, appropriate Liquidated Damages may be levied in terms of the Agreement.

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

7. **General Obligations of the Service Provider:**

- 7.1. To ensure that the personnel deputed at the facilities have adequate knowledge and experience of the Services required to be rendered and are punctual and disciplined in all manner.
- 7.2. To ensure that the personnel deputed should be physically and medically fit, free from all infections / diseases. The Service Provider shall get its employees medically examined before deployment at the facilities and submit medical fitness certificate as and when instructed by the Authority.
- 7.3. To ensure at all material times that sufficient number of personnel are deployed at the facilities are always present and to ensure that if any of its employees who are require to make themselves present for rendering the Services as aforesaid, fails to make himself present, then replacement personnel for such employees shall be required to be sent by the Service Provider, having similar level of skill, qualification and training. Prior intimation of any personnel who are scheduled to take leave and the name and details of the replacement of such employees is to be provided by the Service Provider, at least 3 working days in advance.
- 7.4. To ensure that none of its personnel are reporting on duty in a drunken state or under consumption of drugs and prohibited substances while on duty.
- 7.5. To ensure that the personnel who are deployed, have a prior experience of having worked satisfactorily in the post in which he/ she is being deployed and are of sound character and proven integrity and are qualified and competent to carry out the duties assigned to them.
- 7.6. To take the greatest possible care and adequate preventive measures against theft, fire, accident, sabotage, pilferage or damage of the Authority's property or of the medical college management including medicines, consumables, machineries and equipments or of any property of the patients, visitors, doctors and staff. The Service Provider shall ensure that no theft, pilferages or damages to property, medicines, machineries and equipments, etc., take place during the tenure of the Agreement. The Service Provider to ensure that no property of the Authority or of the medical college management is removed by any official / private person, without a proper Gate Pass issued by the authorized officials of the Authority. In case any theft or damage or accident occurring during the Agreement, the Service Provider shall be held responsible for such losses and damages if the loss or damage is attributable or was caused due to negligence of the Service Provider. The Service Provider shall attend all the police cases during the tenure of the Agreement, if required and instructed by the Authority. No report for any loss / damage to the property of the Authority or the medical college management shall be lodged with the police by the Service Provider without the written approval of the Authority.
- 7.7. To provide the Authority with a list of the personnel (including list of replacement/ bodhly workers) to be deployed at the facilities periodically, as may be required.

7.8. To ensure that the personnel deployed maintain perfect discipline and behavior and they shall not in any manner cause any interference, annoyance, nuisance to the officials, Visitors, doctors and staff of the Authority or the management in carrying out in discharge of their respective duties. The Authority shall be at liberty to object to and require the Service Provider to remove forthwith from the facility any person employed by the Service Provider if in the opinion of the Authority such person has caused misconduct, is incompetent or negligent in proper performance of his duties or his employment is otherwise considered undesirable. The decision of the Authority shall be unquestionable and final and the Service Provider shall be under obligation to replace such a person.

7.9. The personnel who are required to work in a particular shift shall not leave the facility unless properly relieved by the next set of personnel of the following shift, as may be applicable. The facilities shall not be left unmanned at any time during the period of the Agreement.

8. **Fidelity Insurance Cover:**

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

9. **Assignment:**

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

10. **Modification of Contract:**

If necessary, the Authority may, by a written order given to the Service Provider at any time during the currency of the Agreement, modify/ alter in the contract made by the Authority by enhancing or decreasing the total area of the facility which shall not exceed or be less than 25% of the area prescribed in the e-NIT, for which the Service Provider shall be required to undertake the Services at the rates similar to that quoted in the Financial Bid.

11. **Consideration:**

11.1. On and from the Effective Date till the date of termination/ the End Date (whichever is earlier), the Service Provider shall have the sole and exclusive right to demand, collect and appropriate the agreed Monthly Contract Fee from the Authority in accordance with this Agreement. No employee of the Service Provider shall make any demand of wages, fees, charges in any nature whatsoever to the Authority. Upon completion of each calendar month, the Service Provider will submit invoice / bill by the 10th of the succeeding month to the Authority at office of the Medical Superintendent(for Services at Hospital) and at the office of the Principal (for Services at College & hostel campus), of College of Medicine and JNM Hospital,WBUHS,Kalyani,Nadia in the manner prescribed in Clause- 1.7, Schedule – IV of this ITB, complete in all respects and duly countersigned by the Competent Authority of respective Office, which will be paid after examining the correctness and completeness of the invoice and supporting documents and after making necessary adjustments for Liquidated Damages or otherwise, which shall be calculated and recorded properly. Disbursement of the Monthly Contract Fee by way of bank transfer to the designated bank account of the Service Provider.

11.2. The Monthly Contract Fee shall comprise of the rate per sq. ft. per month quoted by the Service Provider multiplied by the sqft area of the facilities, as applicable for each calendar month.

11.3. Applicable Goods & Services Tax (GST) and other such taxes, cess and levies will be claimed in the invoice/ bill by the Service Provider, payment whereof shall be made by the Authority along with the Monthly Contract Fee being disbursed to the Service Provider.

11.4. The service should pay remuneration to its manpower within 10th of succeeding calendar month.

12. **Liquidated Damages:**

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

Sl. No.	Performance Parameters	Methods of Quantification of pre-estimated genuine Liquidated Damages
1	Failure to provide umbrella to Security Guards deployed on open area	Rs. 20/- per person per day.
2	Failure to provide mobile phones for at least 10 (ten) number of deployed Security Guards in the facility	Rs. 200/- per person per day.
3	Failure to provide the following items to the Security Guards and Security Supervisors: (a) Hand held torch (b) Batons/ Rules	Rs. 20/- per person per day per item.
4	Failure to provide the following to the Security Guards and Security Supervisors: (a) Uniform (also applicable to other categories of personnel deployed) (b) Cap (c) Shoes (d) Belt (e) Name Tag (also applicable to other categories of personnel deployed) (f) Woollen jacket (for winter season) (g) Raincoat (for rainy season)	Rs. 100/- per person per day. If any manpower is in violation for any category in Sl. 4, the amount of Liquidated Damages shall not exceed Rs. 100/- per person.
5	Failure to provide whistles to the Security Guards and Security Supervisors	Rs. 10/- per person per day.
6	(a) Supervisor and/ or his replacement, if found to be absent (b) Security Guard(s)/Supervisor deployed on duty but leave his working area without hand over charges	Rs. 1,000/- per day per Supervisor. Rs. 500/- per day per incident.
7	If quality of work is found unsatisfactory and there is a complaint by the medical college staff and upon it being proved that such complaint was justified	Rs. 1,000/- per day per instance. e.g. – If any complaint lodged against security personnel, whereby it is established that 10 separate defaults have been committed by the Service Provider under the Agreement, it shall be deemed that there has been 10 instances of unsatisfactory work.
8	Proven misbehaviour by the Service Provider's personnel	Rs. 500/- per incident.
9	Recurrence of such irregularities in Sl. 1 to 11 above	Double amount of the Liquidated Damages as specified in Sl. 1 to 11 above.
10	Failure to make labour law related compliances with respect to its employees, like non-payment of PF, ESI, etc.	Rs. 1,000/- per person per day per instance of non-compliance.
11	In case of any cease work or concerted refusal to render services by the personnel deployed by the Service Provider, resulting in hampering of the services at the facility(ies)	Rs. 50,000/- per day per facility.
12	Monthly remuneration of the agencies manpower need to be paid within 10th of succeeding calendar month	Payment of remuneration after 10th will levy Rs 10,000 /- penalty per day per person. In case of any extra ordinary situation occurred, it should be intimated at least one week in advance.
13	For any loss or damage due to theft, burglary etc. for which Institute may suffer in consequence of or arising out	Actual amount of Replacement as decided by College Council as per Recommendation of Technical Committee.

	of such replacement and such shall be recovered from the monthly bills payable to Agency.	
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The Authority either by itself or through the Authority of the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia shall carry out routine checks or monitor the Services being rendered by the Service Provider. If any irregularities are found, the Authority shall send a statement of irregularities to the Service Provider, who shall be liable to give explanation for all such irregularities to the authority. If required, the Authority shall give an oral hearing to the Service Provider in this regard and thereafter, the Authority shall decide as to the quantum of Liquidated Damages that may be imposed, after which such deductions on account of Liquidated Damages shall be carried out from the Monthly Contract Fee payable to the Service Provider.

In case the Service Provider fails to provide any Consumables or Machines as specified in the Schedule of Requirements continuously for a period of 15 (fifteen) days, the Authority has the right to purchase the unavailable Consumables or Machines at market rates and the Authority shall have the right to deduct an amount double the cost of purchase of such Consumables or Machines along with transportation cost, from the monthly bill of the Service Provider in addition to the imposition of applicable Liquidated Damages.

The Authority reserves the right on being intimated by the Authority College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia, in the event of any theft occurring due to lapse on the part of Security Guards/ Security Supervisor on duty, to levy Liquidated Damages on the Service Provider as per the current market value of the article stolen.

13. No Employer - Employee or Master Servant Relationship:

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

14. Service Provider's Indemnity:

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

15. Termination:

The authority at its sole discretion will terminate the Agreement without Notice and without Payment of any compensation, in case of following contingencies:

- 15.1. If the Service Provider or any of its employee, is found to be guilty of fraud or cheating or misappropriation of funds or property or any other offense involving moral turpitude, or
- 15.2. If the Service Provider or any of its personnel engaged by it if found to be negligent, by the officers / personnel of the Authority in the performance of his / their duties, or
- 15.3. If the Service Provider or any of its personnel engaged by it if found to be guilty of any misconduct or of any dereliction of their duties, by the officers / personnel/ agents of the Authority, or
- 15.4. If the Service Provider fails to execute the work entrusted to the satisfaction of the Authority, or
- 15.5. If the Service Provider fails to discharge its legal obligations towards its employees deployed at the facilities for a continuous period of 3 months or for a period of 4 months in a calendar year, or
- 15.6. If for any reason, whatsoever, the Service Provider is not able to perform their part under this Agreement for continuous period of 10 (ten) days, or
- 15.7. If the Service Provider commits breach of any of the clauses of the Agreement, or
- 15.8. If the Authority is required to pay any damages and / or compensation and / or any payment to their

patients / visitors on account of any negligent action and / or misbehavior on part of the Service Provider or its personnel.

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

16. Vacating the Institute:

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

17. Dispute Resolution Mechanism:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the scope of services under clause no 1(Annexure- C), Section- III or executions or failure to execute the same, whether arising during providing Security Services or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter: If the Service Provider considers any services demanded of him/her to be outside the requirements of the contract, or disputes related to matters mentioned in the NIT or decision given in writing by the Principal or Authority of the College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia or any matter in connection with or arising out of the contract or carrying out of the services to be unacceptable, he/she shall promptly within 15 days request the authority of College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia in writing, for written instruction or decision. Thereupon, the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia with prior approval of College Council shall give its written instruction or decision within a period of three months from the date of receipt of the Service Provider's letter. The Tender Inviting Authority (TIA) will act as per College Council decision in this regard. These provisions will be applicable irrespective of the value of the services to which the dispute may relate.

18. Miscellaneous:

18.1. Governing Law and Jurisdiction:-

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

18.2. Waiver of Immunity:-

Each party unconditionally and irrevocably:

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

18.3. Delayed Payments:-

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

18.4. ***Waiver:-***

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

- 18.4.1. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under the Agreement;
- 18.4.2. shall not be effective unless it is in writing and executed by a duly authorized representative of the party; and
- 18.4.3. Shall not affect the validity or enforceability of the Agreement in any manner.

Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of the Agreement or any obligation thereunder nor time or other indulgence granted by a party to the other party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

18.5. ***Exclusion of Implied Warranties etc.:-***

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

18.6. ***Severability:-***

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

18.7. ***Third Parties:-***

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

18.8. ***Successors and Assigns:-***

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

18.9. ***Notices:-***

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

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

18.9.2. in the case of the Authority, be given by facsimile, by electronic mail or by letter delivered by hand and be addressed to the Managing Director of the Authority with a copy delivered to the Authority's Representative or such other person as the Authority may from time to time designate by notice to the Service Provider; and

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

18.10. ***Language:-***

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

SECTION – VIII

Contract Agreement Format

(To be Made Non-Judicial Stamp Paper worth Rs. 100/- or above)

Draft Agreement Format

This agreement is made at Kalyani on the _____ day of _____ Two thousand Twenty Six between the (Name of the Institution) (here in after called 'Client' which expression shall, unless repugnant to the context or meaning there of be deemed to mean and include its successors, legal representatives and assigns) of the First Part.

Second Part

M/S _____, having it's registered at (herein after called the 'Agency' which expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.) of the Second Part.

WHEREAS the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia is desirous to engage the Agency' for Providing Security Services (2nd Call) for the Principal, College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia west Bengal state on the terms and conditions stated below:

- 1) The Agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations, such as, Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc. relating to security personnel deployed in College of Medicine and JNM Hospital, WBUHS, Kalyani, Nadia .The Client' shall have no liability in this regard.
- 2) The Agency shall be solely responsible for any accident/medical/health related liability/ compensation for the personnel deployed by it at College of Medicine and JNM Hospital, WBUHS, Kalyani, Nadia site. The 'Client' shall have no liability in this regard.
- 3) Any violation of instruction / agreement or suppression of facts will attract cancellation of agreement without any reference or any notice period.
- 4) The contract can be terminated by giving one month notice on either side.
- 5) In case of non-compliance with the contract, the 'Client' reserves its right to:
 - a) Cancel / revoke the contract; and /or
 - b) Impose penalty up to 10% of the Total Annual Value of contract.
- 6) Security Deposit equal to 08% of the Annual Contract Value (refundable after two months of termination of contract) in the form of FDR shall be furnished by the 'Agency' at the time of signing of the Agreement.
- 7) The 'Agency' shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed in College of Medicine and JNM Hospital, WBUHS, Kalyani, Nadia.
- 8) The Security personnel provided by the 'Agency' will not claim to become the employees of College of Medicine and JNM Hospital, WBUHS, Kalyani, Nadia and there will be no Employee and Employer relationship between the personnel engaged by the ' Agency' for deployment in Institution site.
- 9) There would be no increase in rates payable to the 'Agency' during the contract period except reimbursement of the statutory wages revised by the State Govt.
- 10) The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
- 11) Decision of the Principal, College of Medicine and JNM Hospital, WBUHS, Kalyani, Nadia in regard to interpretation of the Terms and Conditions and the Agreement shall be final and binding on the 'Agency'.
- 12) The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep Client fully indemnified against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise.
- 13) In case of any dispute between the 'Agency' and Client', The Principal, College of Medicine and JNM Hospital, WBUHS, Kalyani, Nadia, West Bengal shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Kalyani.
- 14) The Company will be responsible for making monthly salary payment to the Employees through the Bank. It is the responsibility of the company to submit the Payment statement to the Receive Section (Administrative Office)

of both College & Hospital building of College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia within 7 days of payment.

- 15) All the terms & conditions in the tender document will be part of the agreement and remain applicable during contract period.
- 16) 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:
- a) The E-Tender document no....., dt:
 - b) Tender Application Form (Form-1) furnished by the contractor/agency
 - c) Technical and Financial Bid submitted by the contractor/agency
 - d) Institute's Notification of Award of Contract

THIS AGREEMENT will take effect from _____ day of _____ Two thousand Twenty Six and shall be valid for three years if work satisfactory the contract will be extended for another one year for maximum of two terms.

IN WITNESS WHERE OF both the parties here to have caused the irrespective common seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Kalyani in the presence of the witness:

For and on behalf of the 'Agency'

For and on behalf of College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia

Signature of the authorized Official

Signature of the authorized Official

Name of the Official

Name of the Official

Stamp / Seal of the 'Agency'

SIGNED, SEALED AND DELIVERED

By the said (Name)

By the said (Name)

..... (Name)

..... (Name)

On behalf of the 'Agency' in presence of

On behalf of the Institute in presence of

Witness

Witness

Name

Name

Address:

Address:

Contractor/ Agency's Monthly Bill

[The Proforma for contractor/agency's monthly bill comprises Parts A, B, C, D and E. The monthly bill shall be submitted by contractor/agency to in-charge of the institute. Payment shall be made as per terms laid down in E-Tender document, especially ITB Clause 1.7 of Section- IV.]

Part: A

Abstract Sheet for Security Services to Medical College/ Hospital of College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia

Period from to

Name of Contractor/agency

Work Order No. (Photo copy attached with this bill)

The Facility Manager/ Sister-in-Charge of ward/Assistant Superintendent (NM)/ Head of the Department/ Appropriate Authority of College of Medicine and JNM Hospital, WBUHS, Kalyani, Nadia shall verify this abstract sheet attached herewith and with the entries in the Medical College's/Hospital's/ Hostel's Security services Register. After verification, such authorities shall sign/ countersign on the abstract sheet and on the bill submitted by the contractor/agency with certificate that the duties enlisted have duly been served and the hospital's Security services duly rendered satisfactorily by the contractor/agency for the period claimed in the bill.

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 tender clause 1 of Section I: PREAMBLE of the e- tender document shall also apply to this contract.

The brief particulars of the services which shall be supplied/ provided by the contractor/agency are as under:

Schedule No.	Brief description of services	Contract Price

Financial limit to this contract is Rs... .., (Contract price)

Enclosure:

- E-Tender Document (e-NIT) No. & Date
- Institute's Notification of Award of Contract

Signature, seal, name and address of the Institute's/ Consignee's Authorized Official

Received and accepted this contract

(Signature, seal, name and address of the contractor/agency's executive duly authorized to sign on behalf of the contractor/agency)

Contractor/ Agency's Monthly Bill

Part: B

Security Services Bill to Medical College/ Hospital of College of
Medicine & JNM Hospital, WBUHS, Kalyani, Nadia.

SI No	Schedule of Payments	Amt. (Rs.)
(1)	(2)	(3)
1	Total value of Security services supplied as per Abstract Sheet of Part A of Contractor/agency's Bill	
2	Less: Deductions for liquidated damages as per GCC Clause 12 of E-Tender document on total value of Security services supplied (on Row 1). Kindly annex a separate list	
3	Less: Any other benefits, facilities etc. availed by contractor/agency during the billing period from the health facility, appropriate consumption charges for which shall be deducted from the total value of Security services supplied (on Row 1). Kindly annex a separate list.	
4	Net value of Security services supplied [1- (2+3)]	
5	Management fee @..... percent of net value of Security services supplied (on 4)	
6	GST on Management fees (on 5)	
7	Any other tax applicable (on 6)	
8	Any other tax applicable (on 6)	
9	Gross Security services Bill (4+5+6+7+8)	
10	Less: Income Tax deducted at source on Management fees (on 5)	
11	Any other deductions	
12	Net Security services Bill [9- (10+11)]	
13	Attached Documents: ➤ Goods & Service Tax (GST) deposit challan for tax farmed in preceding month's contractor/agency's bill. ➤ A photocopy of the observations recorded in the Hospital/ Medical College's security services Register during billing period as per Section III, Clause 4, 5 & 6 of Annexure- C of E-Tender document.	

Contractor/ Agency's Monthly Bill

Part: C

Reimbursement of Minimum Statutory Emoluments to Contractor/ Agency's Staff Deployed at Medical College/ Hospital of
College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia

- 1) The maximum number of contractor/agency's staff deployed at College of Medicine and JNM Hospital, WBUHS, Kalyani, Nadia shall be as per Section III, Clause 4.2.3 (Annexure- C) of E-Tender document.
- 2) Reimbursements shall be made only on submission of documentary evidence by contractor/agency with this bill that he has duly paid/ deposited the reimbursement claims sought by him in the previous month's bill from the College of Medicine and JNM Hospital, WBUHS, Kalyani, Nadia.

Sl. No.	Schedule of Reimbursement	Rate Rs.	No. of Staff	Total Rs.
(1)	(2)	(3)	(4)	(5) = (3)X(4)
1	Minimum monthly wage rate applicable for semiskilled/ unskilled workers in the applicable Zone as per Labour Hospital/Medical College, Govt. of West Bengal for staffs deployed by contractor/agency at health facility			
2	Monthly EPF Contribution by employer for staffs			
3	Monthly ESI Contribution by employer for staffs			
4	ELDI Contribution and Administrative Charges payable by employer for staffs			
5	Any other statutory emoluments payable by employer for staffs			
6	Total statutory monthly emoluments payable by employer to his staff deployed at the Institute (totals of 1+2+3+4+5)			
7	Declaration by Contractor/agency : We are complying with all statutory Labour laws in vogue and as amended up to date, including the Minimum Wages Act.			
8	Other Declarations and attached documents with bill: ➤ The attendance sheet of contractor/agency's deployed staff at health facility, authenticated daily by a designated staff of contractor/agency and countersigned by an appropriate authority of health facility. ➤ The wages of workers were credited to their bank accounts on (Date) (The bank statement showing monthly salary paid through ECS to the contractor/agency deployed staff at health facility in the preceding month). ➤ ESI Contribution relating to these staff amounting to Rs..... Was deposited on.... .. (date) (Copies of ESI Cards of workers, copy of ESI deposit challan shall be enclosed). ➤ EPF Contribution relating to these staff amounting to Rs.....,was deposited on. (date) (Copies of EPF numbers of workers, copy of EPF deposit challan shall be enclosed). ➤ ELDI Contribution and Administrative Charges payable by employer for staffs. ➤ Medical fitness certificates of contractor/agency's deployed staff every six- months.			

Contractor/ Agency's Monthly Bill

Part: D

Total Bill at Medical College/ Hospital of College of Medicine & JNM Hospital, WBUHS, Kalyani, Nadia

Total of Security services Bill as per Part B of Contractor/agency 's Monthly Bill	Rs.
Total bill for Reimbursement of Minimum Statutory Emoluments to Contractor/agency 's Staff Deployed at Health Facility as per Part C of Contractor/agency 's Monthly Bill	Rs.
Grand Total	Rs.

Part: E

Additional compliances to be verified before payment of monthly contractor/agency's bill for the first time by the institute:

- Performance Security as per ITB Clause 1.5, Section- IV has been submitted.
- Contract form as per Section VIII has been signed and exchanged by both the parties.
- Contractor/agency's deployed staffs are wearing uniforms and ID Cards, as approved by in-charge of the institute.
- Written job-responsibilities of each deployed staff of contractor/agency.
- Contract Labour License of contractor/agency submitted.