



Government of West Bengal  
Department of Health & Family Welfare  
Office of the Director  
REGIONAL INSTITUTE OF OPHTHALMOLOGY  
MEDICAL COLLEGE, KOLKATA

Memo No.: RIO-2023/305

Date: 09-03-2023

**TENDER NOTICE**

E-Tender in two bid system (Technical & Financial) is invited by the Director, Regional Institute of Ophthalmology, Medical College Campus, Kolkata - 700 073 from intending bidders for providing Cleaning & Housekeeping Services for 3 (three) years, renewable at the end of each financial year for satisfactory performance by bidder for Regional Institute of Ophthalmology, 88, College Street, Kolkata - 700 073.

For other details please visit the website [www.riokolkata.in](http://www.riokolkata.in) or [www.wbtenders.gov.in](http://www.wbtenders.gov.in) or the office of the Director, Regional Institute of Ophthalmology, Medical College Campus, 88, College Street, Kolkata - 700 073.


  
Director  
RIO, MCH Campus, Kolkata - 73  
Regional Institute of Ophthalmology  
Medical College, Kolkata - 700 073

Memo No: RIO-2023/305(6)

Date: 09-03-2023

Copy forwarded for information to:

1. The Director of Medical Education, Dept. of H & F W, Govt. of West Bengal, Kolkata - 91
2. The Director of Health Services, Dept. of H & F W, Govt. of West Bengal, Kolkata - 91
3. The DDHS (Hospital Administrative Branch), Dept. of H & F W, Govt. of WB, Kolkata - 91
4. The Accounts Officer, RIO, MCH Campus, Kolkata - 73
5. The Deputy Superintendant (Non-medical), RIO, MCH Campus, Kolkata - 73
6. Office Copy.

  
Director  
RIO, MCH Campus, Kolkata - 73  
Regional Institute of Ophthalmology  
Medical College, Kolkata - 700 073



**GOVERNMENT OF WEST BENGAL  
OFFICE OF THE DIRECTOR  
REGIONAL INSTITUTE OF OPHTHALMOLOGY  
MEDICAL COLLEGE & HOSPITAL CAMPUS, KOLKATA - 700 073**

**Memo No: RIO-2023/305**

**Dated: 09-03-2023**

[File No. HFW-38011(41)/16/2023-MC SEC -Dept. of H&FW (Computer No – 679598)]

**SECTION I: NOTICE INVITING TENDER (NIT):**

The Director of Regional Institute of Ophthalmology (RIO), Kolkata invites Tenders from eligible and qualified bidders for providing Cleaning & Housekeeping Services for 3 (three) years, renewable at the end of each financial year of satisfactory performance by bidder. The contract period shall commence from the date of notification of award of contract for this Tender.

**1. Date and Time Schedule of Tender:**

**2.**

Sl.	Particulars	Date & Time (on working days only excluding Sundays and Holidays)
1	Date of publishing N.I.T. & other Documents online	09/03/2023
2	Online documents download start date	09/03/2023
3	Online documents download end date	14/03/202, 5pm
4	Pre-bid meeting to be held at Office of Director, RIO, Kolkata - 73	15/03/2023, 2.30pm
5	Online Bid submission start date	16/03/202, 10am
6	Dates for submission of Earnest Money Deposit online	16/03/2023 to 31/03/2023, 5pm.
7	Online Bid Submission closing date	31/03/2023, 5pm.
8	Online Bid opening date for Technical Proposals	03/04/2023
9	Date of online uploading list for Technically Qualified Bidders	10/04/2023
10	Date of online opening of Financial Proposal	To be notified later

3. The Tender should be addressed to The Director, Regional Institute of Ophthalmology, Kolkata -73 the bidders may download Tender enquiry documents from the websites <https://wbtenders.gov.in> and [www.wbhealth.gov.in](http://www.wbhealth.gov.in)

**Any subsequent notice regarding this Tender shall be uploaded on these two websites only.**

**Director  
Regional Institute of Ophthalmology  
MCH Campus, KOL - 73**

## SECTION II: PREAMBLE: Definitions and Abbreviations

- (i) The following definitions and abbreviations, which have been used in these documents, shall have the meanings as indicated.
- (ii) "Health Facility/Unit" means the organization purchasing goods and /or services as incorporated in the Tender Enquiry document. The purchasing organization is the Regional Institute of Ophthalmology, Kolkata. The Regional Institute of Ophthalmology, Kolkata is represented through its DIRECTOR, RIO.
- (iii) "Bid" means Proposal/ Quotation received from a Firm/ Bidder against the Tender.
- (iv) "Bidder" means the Individual or Firm submitting Bids/ Quotation.
- (v) "Contractor" means the individual or the firm supplying the goods and/ or services as incorporated in the contract.
- (vi) "Goods" means the articles, material, commodities, consumables, stationeries, printing, items of clothing, raw material, spares, machinery, computer, electronics items etc. which the Contractor is required to supply to the Health Facility/Unit under the contract.
- (vii) "Services" means the scope of work, together with services allied and incidental to the supply of goods, such as their transportation, packing, installation, commissioning; also, cleaning, sweeping, washing, wastes disposal, assisting patients, housekeeping, monitoring and supervision, managerial/ administrative services, provision of technical assistance, training, maintenance service, insurance and other such obligations of the Contractor covered under the contract.
- (viii) "Earnest Money Deposit" (EMD) means Bid Security/ monetary amount or financial guarantee to be furnished by a bidder along with its bid.
- (ix) "Contract" means the written agreement entered into between the Health Facility/Unit and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (x) "Performance Security" means monetary amount or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (xi) "Specification" means the document/ standard that prescribes the requirement with which goods and/ or service has to conform.
- (xii) "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.
- (xiii) "Day" means calendar day.
- (xiv) "Bill of Quantity" is the name for price schedule in e-Tender software.

**Abbreviations:**

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tender
- (iii) "GIB" means General Instructions to Bidders
- (iv) "GCC" means General Conditions of Contract
- (v) "ESIC" means Employees' State Insurance Corporation of India
- (vi) "EPFO" means Employees' Provident Fund Organization
- (vii) "GST" means Goods and Services Tax
- (viii) "CST" means Central Sales Tax
- (ix) "BMW" means Bio-Medical Waste
- (x) "DSC" means Digital Signature Certificate

The Tender Enquiry (TE) documents include:

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**SECTION III: REQUIREMENTS and EMD**

**Part. 1 Table of Requirements**

SI No.	Goods and services	No.	EMD Rs.
1	<p>Trained cleaning &amp; housekeeping staff in unskilled/ semi-skilled, with <b>uniform and I-Card</b>, for-</p> <ul style="list-style-type: none"> <li>• Wards,</li> <li>• OPD ( Out patients department) complex</li> <li>• Emergency and adjoining complexes like doctors rooms, Nursing station, triage, brought dead room, injection room, radiology, minor OT etc.</li> <li>• Operation Theatres,</li> <li>• Laboratories,</li> <li>• Eye Bank, and Component separation rooms</li> <li>• ICU,</li> <li>• Medical College,</li> <li>• Library,</li> <li>• AC Plant,</li> <li>• Kitchen,</li> <li>• CSSD ( Central Sterile Stores Department),</li> <li>• Laundry,</li> <li>• Boiler,</li> <li>• Manifold,</li> <li>• Public Toilets,</li> <li>• Parking,</li> <li>• Periphery of the Buildings,</li> <li>• Road cleaning,</li> <li>• Pump House,</li> <li>• Stairs ramp and landing</li> <li>• Garage</li> <li>• Generator room</li> <li>• STP &amp; clearance of chocking (round the clock)</li> </ul> <p>[The State Government declares different rates of minimum wages for cleaning services in unskilled/ semi-skilled/ skilled workers. Again, minimum wage-rates for cleaning &amp; housekeeping services in Zones A and B of the state are Different.]</p>		<p><b>Rs. 8200/- (Rs. Eight Thousand &amp; two hundred only) i.e 2% of last month paybill.</b></p>
2	<p>Trained housekeeping staff in unskilled category for specialized work of chocking clearances at hospital and residential complex</p>	<p>29 (twenty nine) Person (Male &amp; Female both)</p>	
3	<p>Supervisor in semi skilled category for monitoring and supervision in all 3 shifts, 7 days of week</p>	<p>1 (one)</p>	

4	<p>2 (two) sets of uniforms per year, I-Cards to all workers. Gum boots, hand gloves, safety goggles, masks, safety gears etc. to those required. Separate dress code for sweepers dealing with Bio Medical Waste is to be ensured. The dress should be fitted with reflector tapes.</p> <p>Quality and color code of such shall be as approved by competent authority of RIO/ hospital.</p> <p>All charges for these items of attire shall be borne by the bidder.</p>		
5	<p>Machines, scrubbers, three/ two bucket trolleys , equipment, tools and tackles, small or big, covered trolleys, other items required for the job. The minimum and mandatory requirement of equipment for the job is listed in Section XII.</p> <p>All charges for using services of these cleaning &amp; housekeeping Equipments shall be borne by the bidder.</p>		
6	<p>Administrative, management, incidental services to conduct the job</p>		
7	<p>Licenses, if any required for housekeeping services at the site</p>		

**SECTION IV: CONSIGNEE LIST**

The contractor shall commence providing his service from the date to be notified in the award of contract for this e-

Name	Designation	Address	Phone number	email id of contact person
Prof. (Dr.) Asim Kumar Ghosh	Director	Regional Institute of Ophthalmology, Medical College & Hospital Campus, Kolkata - 700 073	8240895240	<a href="mailto:riokolkata@yahoo.com">riokolkata@yahoo.com</a>

**SECTION V: SPECIFICATIONS**

**1. Commencement of Service:**

The contractor shall commence providing his service from the date to be notified in the award of contract for this e-Tender or within 15 days from the date of notification of AOC of this e-Tender. Time is the essence of the contract and should be strictly adhered to the contractor. Bidder should visit the health facility before quoting rates in e-Tender: Intending bidder should visit the health facility and make himself thoroughly acquainted with the site condition, nature and requirements of the work, facilities for transportation, labour supply, storage of materials and removal of debris, waste, rubbish/biomedical waste. The rate quoted by the contractor shall take care of all contingencies required for operating efficient cleaning & housekeeping 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 indoor patient housekeeping services contract. The necessary permission for onsite assessment may be obtained from the Regional Institute of Ophthalmology, Medical College & Hospital Campus, Kolkata – 73 on arrival on any working day between 11am to 4 pm (Monday to Friday).

**2. Norms of Services to be provided**

**Minimum Norms of service-**

1. Continuous sweeping to be ensured i.e. the sweeper/ cleaner to render services continuously to clean the wards, service areas including the toilet blocks of the ward etc. during each shift, not merely once per shift.
2. Every sweeper is to render service daily in each shift (Each shift implies 8 [eight] hours of continuous duty with ½ an hour break in between.

**3.2 Calculation of requirement**

1. **The number of cleaning and housekeeping workmen as per Departmental order for such sanction for the facility.** The number of works and supervisors will be specified by the Medical Service Branch of the Department for all hospitals including Medical Colleges and hospitals and teaching institutions. Under no circumstances should the upper limit be exceeded.

2. In female wards, pediatrics wards only female sweepers/female housekeepers are to be provided.

#### 4. Area of work

##### I. Definition of work area

All open and covered area within the boundary of the Health facility including roof and basement (if any) will be within the scope of cleaning & housekeeping services to be provided by the contractor it includes all of the Hospital rooms of all the departments, stores, kitchen, consultants chambers, wards, ICUs, Operation Theatres, Laundry, Labs, Eye Bank, all corridors and all covered spaces and premises.

It does not include cleaning of residential quarters, which are situated within the hospital premises.

#### 2. Objectives and general rules

a. The main objective of the outsourced service is to provide a high level of a neat, clean, hygienic and presentable look to the entire area. The contracting organisation and their team will supervise the work listed in the TORs.

b. The contracting organisation will ensure that the staffs deployed are dressed in neat and clean uniform, which is approved by the Health Facility.

c. Housekeeping / cleaning services should be provided round the clock on all days including holidays, so that all areas are neat and clean all the time. Working hours should be adjusted in such a manner that initial cleaning work in the morning should be completed half an hour before the start time of normal work

d. Apart from cleaning & housekeeping services as described below, the Housekeeping staff shall also assist the hospital nursing staff in day-to-day patient care such as receiving and dropping patients at the entrance, taking patients to diagnostic /Laboratory, sending blood /stool / urine samples to laboratories etc.

#### 3. Detailed scope of Cleaning & Housekeeping Services includes but not limited to the following:

a. Schedule of cleaning to be observed by the staff is given in the Appendix 'I' to this ToR.

b. Behavior of contractor & his staff with hospital personnel, patients and visitors would be courteous and respectful. The staff would maintain confidentiality of information, which they may access during the course of their duty in the hospital.

c. Cleaning, scrubbing and disinfecting bathrooms, toilets, wash basins, sanitary fittings, floors

etc. of all the areas including Wards, ICUs, OT and all other departments at regular intervals on daily basis.

d. Vacuum cleaning of all carpets and upholstered furniture on weekly basis.

e. Cleaning and disinfecting kidney trays, urinals, bed pans, sputum cup, humidifiers, suction bottles and emptying urine and drain bags whenever required.

f. Cleaning blood spills and others such as human excrement, urine, vomits, unsterile body fluids as & when required.

g. Cleaning, dusting electrical switch boards, light fixtures, fans, air conditioner vents, name plates, door mats, fire-fighting equipment, computer systems, phones, doors, windows, furniture, window glasses, grills, curtains etc.

h. Cleaning of dust bins, waste paper baskets, cobwebs etc. and disposing off all collected refuse on daily basis at regular intervals. The dust bins shall be washed and garbage bags need to be placed in all garbage bins to avoid stains and clear them when it is 3/4 full.



- i. Collect garbage in specified colour coded bags from all dust bins and garbage bins existing inside the premises and disposed at the designated area within the hospital.
  - j. Refilling, replacing and emptying of sharp containers at all stations.
  - k. Offering and assisting the patient with kidney tray, urinals, bed pans, sputum cups when required and disposing the contents in the sluice room, clean, disinfect and keep it ready for next use.
  - l. Cleaning the patients who have soiled themselves with stool, urine, vomits with assistance of Patient attendant/ nursing orderly/ staff nurse/ nursing sister.
  - m. Sluicing linen which are soiled by urine, vomits, faces and others with 0.5% chlorine solution and send to laundry.
  - o. Assist in transporting dead bodies to mortuary and disposal of amputated limbs or other parts to biomedical waste collection point.
  - n. Assist in fumigation as per schedule.  
Cleaning, mopping, disinfecting OT floors, walls, ceilings/ OT lights in morning before starting the case as per instruction & direction of OT In charge.  
Clean the patients' bed, lockers, trolleys, wheel chairs and surrounding areas twice a day or when patient is discharged or when soiling occurs.
  - o. Cleaning and carbonization of ICU beds, OT beds as per instruction.
  - p. Washing of slippers in ICUs, OT, dialysis etc.
  - q. Scrubbing/ cleaning of toilets, wash basins, sanitary fittings, glasses, toilets, floors etc.
- v. 20 % of cleaning staff are to be engaged for Bio Medical Waste disposal from various sites of the facility.

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

The following general instructions will be followed

- a. All collection, storage, transportation and disposal of hospital waste shall be in accordance with **Bio-Medical Waste (Management and Handling) Rules, 2016** and any other amendments or notification of the State Pollution Control Board and in strict compliance of the solemn direction of Hon'ble National Green tribunal.

A detailed Hospital Waste Management Plan shall be prepared. The plan would be approved by the nodal officer of the health facility's authorities before start of work.

- b. All infected, chemical, Radiation, Cytotoxic Health care waste shall be segregated, collected, stored, transported and disposed in accordance with set guidelines of safety, ensuring that at no stage it gets mixed with general waste. Unscientific burning shall not be undertaken. Different **coloured** bags/containers namely red, yellow, black, blue rib boned boxes and puncture proof or stainless steel, lead containers shall be used depending on the category of waste.

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

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

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

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

#### f. Segregation, packaging, transportation and storage.-

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

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

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

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

## Documentation

The following general requirements and documentation will be followed/ maintained

- a. Organisational structure with local supervisor and line of authority with job description of each category of housekeeping staff.
- b. Housekeeping manual and all SOP (Standard Operating Procedures).
- c. List of equipment deployed at the health facility.
- d. On job training and documentation
- e. Vaccination record of all staff
- f. Maintaining records of the following
  - i. Weekly duty roster and Attendance
  - ii. Needle stick injuries
- iii. Amount of biomedical waste going out to outsourced agency
- iv. Memorandum of understanding
- v. Complaint book
- vi. **Check-list would be displayed in each area of work, as given in Appendix II.**
- g. Maintaining logs and checklist.
  - h. Ensure that both male and female staff should be posted in areas like wards, ICUs, Casualty and OPD & Wards (wherever applicable)
  - i. **Female patients should be attended by female staff only.**
- j. Immediate replacement of staff on leave.
- k. Rotation of staff if required but the staff of critical areas should not be rotated too frequently.
  - l. Any other document to be maintained by the contractor as per the direction of Competent Authority of the Health & Family Welfare Department.

### *Detailed Method of Cleaning*

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

#### **Preparation for cleaning, instructions for cleaning personnel-**

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

#### **A. Preparation**

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

#### **B. Performance**

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

frequently especially When it is noticed that it is noticed dirty Method of cleaning

### C. Direction of cleaning

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

#### **Cleaning of OT: from cleanest area outwards**

- (i) Clean the furniture and cot castors with a clean duster using the germicidal solution prepared in the plastic pail, directly or with a spray bottle.
- (ii) Put the tables and cots back in position.
- (iii) Take out all your cleaning equipment and tools out of the door
- (iv) Scan the room to ensure that cleaning is done thoroughly and none of personal belonging/ cleaning equipment left behind in the operation room.
- (v) Keep your equipment and tools to designated place, after rinsing in fresh germicidal solution.
- (vi) Remember to clean the doorstoppers and the door handles and latches which are usually left or not attended to.

#### **Finishing:**

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

#### **Practical points to note-**

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

### **Personal Hygiene:**

General neatness and Personal cleanliness.  
cleanliness

Body odours should be prevented by Daily bath.

Finger nails should be kept clean and short.

Hand  
wash

Washing of hands with soap and water is very effective in  
reducing transmission of infection and must be done frequently

Hair

Hair should always be neatly combed.

Cosmetics

: **Makeup should be avoided.**

**Usage of Jewellery, anklets, etc. should be avoided**

Uniform

All staff should wear uniform as per hospital dress code.

General

: Care should be taken to eliminate accident/ hazards.

: Safety regulations should be followed for protection from risk  
of injury/ infection.

: They should wear gloves and masks and other PPE.

Maintenance of hand hygiene is of paramount importance. Steps on  
hand hygiene need to be emphasized. Sensitization on following  
behavioral change strategies would be imparted by Infection Control  
Nurse.

ICN will train Cleaning personnel on Spill management techniques.

### **k. Safety precautions while cleaning**

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

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

## **2. Storage of cleaning & housekeeping articles/ material**

a. Storage place for housekeeping materials should be earmarked to enable easy accessibility to the housekeeping staffs. The daily disposable supplies should remain in the closets provided in that area which should be maintained clean, odour free and dry. The equipment and storage closet should be cleaned every week.

b. The toilet cleaning materials should be stored in a separate place. Store the disinfectants and cleaning chemicals separately.

c. This should be controlled by the housekeeping supervisor who must check the store once a week if not daily with the aim of checking the stock and serviceability of the equipment / chemicals and should replace/ replenish them respectively if required.

d. The used wet mops and cleaning cloths should be washed every day and dried. They should not be left soiled and wet.

e. Mops are best left standing upside down on its handle so that the water drains away from the bristles.

## **3. Personal protection equipment/ gear to be worn by the housekeeping staff**

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

a. Clothing - **wearing of aprons** over the personal clothing and/ or dungarees to protect direct skin contact with the waste. Rubber aprons should be worn wherever liquid waste is being handled.

b. Wearing of masks when exposed to dust and allergens. Cloth masks should be used since they can be washed and reused and are more economical in the long run.

c. Water proof gloves / Heavy duty gloves should be worn specially when handling biomedical and potentially infectious waste.

d. Gumboots or rubber shoes should be worn when handling biomedical/ wet waste.

c. Protective eye goggles should be worn to avoid the splashing of eyes with infectious/ body fluids.

## **4. Miscellaneous Duties**

i. Providing bed pans/ urinals to patients on demand and keeping the bedpans/ urinals clean and fit for use at all times.

ii. Assist the nursing staff in administering enemas.

iii. Emptying and cleaning of the bedside *gumla* of the patient

iv. Washing of soiled linen on daily basis prior to handing over to dhobi

v. Carrying patient samples to the diagnostic labs

vi. Cleaning up the patient's bed after soiling

vii. Perform all tasks as provided in the Bio Medical Waste Management Plan and Policy of the hospital

viii. Other Cleaning and Housekeeping jobs as entrusted by the Medical

Officer/Nursing Staff/Administrative Officer on duty

ix. Any other job of similar nature that may be entrusted to them from time to time

by the Director, RIO or his authorized representative.

## **5. Patient Support Services**

The Patient Support Services, which shall be required to be rendered by the Ward Boys shall comprise of the following:

- Receiving the patients on admission and assisting the patient in getting into or out of the bed.
- Attend to the personal hygiene of patients-
  - Washing and cleaning teeth
  - Changing clothing
  - Giving enema, etc.
- Preparing and carrying the patients for operations, laboratory, X-ray and other investigations.
- Carrying and transporting patients to various wards/ departments in the hospital.
- Help in feeding patients and giving drinking water to patients and washing utensils.
- Transferring various patient medical records between various medical and administrative departments of the hospital.
- Transferring various mobile medical instruments and equipments for patient's benefit under supervision of medical personnel.
- Transferring various hospital consumables & accessories form one department to another department of the hospital.
- Transferring various types of collected samples of Blood, Urine, Stool, Biopsy from IPD, ICU and OT to the diagnostic departments of the hospital.
- Transferring the various diagnostic reports from Pathology, Radiology and other diagnostic departments of the hospital to the IPD and other designated area.
- Transferring various sterile material and instruments from OT, MOT, ICU, Lab, Casualty & other departments of the hospital.
- Transferring various files and administrative records as guided by the hospital.
- Arrange for availability of clean clothing and linen for the patients and ensure that soiled items are removed and cleaned.
- Assist the patient for change of clothes.
- Assist in maintaining stocks of linen and non-medical supplies.
- Clean patient's lockers, tables and bed.
- Assist the nurses in handling and observation of patients and in simple basic nursing procedures
- Assist the nurses or doctors in diagnostic and treatment procedures.
- Assist in collection and handling of pathological specimens.

- Assist the nurses in receiving supplies by running errands to other departments of the hospital and in carrying messages to other departments and individuals in the hospital.
- Bringing the weak and feeble patients to the ambulance and accompanying the drivers of the ambulances.
- Make beds for ambulatory patients and assist the nurses in making beds of non-ambulatory cases.
- Assist the nurse in getting supplies from the laundry, disinfecting mattresses and dispatching dirty linen to the laundry, cleaning and dusting of beds, doors, windows and other furniture.
- Assist in debugging and pest control of wards, wash walls and doors in wards.
- Assist in sterilization of instruments, appliances and dressings and dressing of post-Operative wounds.
- Render first aid to patients in case of emergency, prepare dead bodies, and arrange their transportation to the mortuary.
- Assist in terminal disinfection.
- Removal of biomedical and other waste from OT, CCU or other High
- Undertake any such other duties as may be assigned from time to time by the hospital authorities.

**To perform any other cleaning and housekeeping works as directed by the Director, RIO or his authorized person.**

**Supervisor in each shift should be posted for looking after the cleaning & housekeeping service, who in turn will report to the hospital authority regarding the performance on shift basis as per checklist.**

## **SECTION VI: GENERAL INSTRUCTIONS TO BIDDERS (G.I.B.)**

### **1 Introduction**

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

### **2. Corrupt or Fraudulent Practices**

It is required by all concerned namely the Consignee/Bidders/Contractors etc. to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Health Facility/Unit: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and



(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Health Facility/Unit, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Health Facility/Unit of the benefits of free and open competition;

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Health Facility/Unit if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
- (c) The competent Authority of the Health & Family Welfare Department will be at liberty to initiate both Civil proceeding claiming damages, compensation etc. and Criminal proceeding against the consignee/ Bidder/Contractor for any kind of corrupt or fraudulent practices.

### **3. Availability of Funds**

3.1. Expenditure to be incurred for the proposed purchase/ service will be met from the funds available with the Health Facility/Unit/consignee.

### **4. Consignee as Executor of contract**

- 4.1. When the Health Facility/Unit for this Tender is RIO, the Director of RIO will declare the result of evaluation of bids for this Tender and issue notification(s) of award(s) of contract to successful bidder(s). The consequent contract(s) with the bidder(s) shall be signed and executed henceforth by the consignee(s).

### **5. Eligible Goods and/ or Services**

All goods to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are grown, produced, mined or manufactured or from where the services are arranged and supplied.

### **6 Eligible and Qualified Bidders**

- 6.1 **The bidder should have supplied in any 3 (three) years after 2011 from the date of Tender opening, at least 100% of the quoted quantity of the similar goods and/ or services meeting major specification parameters, which has/ is functioning, preferably, in a Government or corporate MCH/hospital or establishments of similar size in India Or Fresh bidders (if any) with proper documentation which has the highest standard of Ethics.**

### **7. Bidding, Contracting and Billing Expenses**

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and for subsequent processing the same. The Health Facility/Unit will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the Tendering process. The bidder shall bear all costs, including the cost of stationery and Printing, for signing of the contract and submission of bills for payment.

**8. Assignment**

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

**9. Clarification of TE documents**

9.1 A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the Health Facility/Unit in the pre-bid meeting.

9.2 The bidder may also take up the same in writing. The Health Facility/Unit 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.

9.3 Financial Bid will be the rate quoted by the bidder (in INR) on a per square foot of carpet area per month basis for providing the Services mentioned in the Scope of Services of the Schedule of Requirements, which shall be exclusive of all rates, levies and taxes. There shall be no other sum payable on any head to the bidder other than the bills based on the rate quoted in the Financial Bid, subject to the provisions of SI. 14 of thee-NIT.

**D. PREPARATION OF BIDS FOR e-TENDER**

**10. Documents comprising thee-Tender: Instructions to bidders for electronic submission of bid:**

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

**10.2. Digital Signature Certificate (DSC)**

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

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

**10.3 Submission of Bids**

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

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

10.4.1 Technical Proposal: Statutory Cover  
Statutory Cover shall contain the following documents:

A) **Tender Documents:**

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

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

**10.5. Technical Proposal: Non-Statutory Cover**

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

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

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

<b>Sly no</b>	<b>Category name</b>	<b>Sub-category description</b>	<b>Detail(s)</b>
A.	<b>Certificate(s)</b>	<b>Certificate(s)</b>	i. Income Tax PAN ii. Professional Tax Registration iii. GST Registration IV, ESIC Code Number (refer GIB 12.6) v, EPFO Registration (refer 12.7) vi. Contract Labour (Regulation Abolition) Act Registration (refer GIB 12.8)
B.	<b>Company Detail(s)</b>	<b>Company Detail</b>	i. Certificate of Incorporation ii. Trade License up to date iii. Power of Attorney (refer GIB 12.3)
C.	<b>Credential</b>	<b>Credential - 1 Credential - 2</b>	Performance Statement as per Section IX along with documentary evidence
D.	<b>Documents</b>	<b>Documents</b>	i. Audited Balance Sheet & Profit & Loss Ne of last 3 years counting <b>backwards</b> from Financial Year 2021-22 & 2022-23 with due certification of a CA firm containing Membership No. and UDIN ii. Name, address of banker, account number iii. Bank Solvency Certificate as per GIB 12.5 iv. Bidder's Undertaking as per GIB clause 12.4 v. Bidder's Undertaking to provide Housekeeping Equipment as per Section XII for this job

## 10.6 Financial proposal: Bill of Quantities.

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

## 11. Earnest Money Deposit (EMD)

11.1 The amount of Earnest Money to be submitted for each item(s) of goods and/or services bid for is mentioned in Section III: Requirements, Specifications and EMD.

11.2 The earnest money shall be denominated in Indian Rupees

### 11.3 Deposition of earnest money:

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

### 11.4. Payment by Net Banking:

- a) 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.
- b) Bidder will make payment after entering his/her Unique ID and password of the bank to **Process the transaction.**
- c) Bidder will receive a confirmation message regarding success / failure of the transaction.
- d) If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at RN Mukherjee Road, Kolkata for collection of EMD / Re-Tender fees.
- e) The following Account bearing No. 000605030134 opened at ICICI Bank, 22, RN Mukherjee Road Branch, Kolkata should be treated as the Pooling Account of the Performance Bank Guarantee with the following Account details :
  - Name WB Govt Pooling A/C For Performance Guarantee Account No 000605030134
  - IFSC Code ICIC0000006
  - MICR Code 70229002
  - Branch Address ICICI Bank, 22, R.N. Mukherjee Road, Kolkata-700001
- f) If the transaction is failure, the bidder will again try for payment by going back to the first step.

**11.5. Payment through RTGS/ NEFT:**

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

### 11.6 Refund / Settlement Process:

a) After opening of the bids and technical evaluation of the same by the Tender inviting authority (TIA) through electronic processing in the e- Procurement portal of the State Government, the TIA will declare the status of the bids as successful or unsuccessful which will be made available, along with the details of the unsuccessful bidders, to ICICI Bank by the e-Procurement portal through web service.

- a) On receipt of the information through e-Procurement portal, the Bank will refund, through an automated process, the EMD of the bidders disqualified at the technical evaluation to the respective bidder's bank account from which transaction was made. Such refund will take place within T+2 Bank Working Days (Where T means the date on which information on rejection of bid is uploaded to e-Portal by the TIA.)
- b) 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. Such refund will take place within T+2 Bank working days. However, the L2 bidder should NOT BE REJECTED till the LOI (Letter of intent) process is successful.
- c) If the LI bidder accepts the LOI and the same is processed electronically in the e- Procurement Portal, EMD of the L2 bidder will be refunded through an automated process, to the his bank account from which payment was made. Such refund will take place within T+2 Bank working days. (Here T means the date on which information on Award of Contract to the LI bidder is uploaded in the e-Procurement Portal by the TIA)
- d) As soon as the LI bidder is awarded the contract and the same is processed electronically in the e-Procurement Portal:-
  - i) EMD of the L1 bidder for Tenders of the State Government Offices will automatically get transferred from the pooling account to the State Govt. Deposit Head "8443-00-103-001-07" through GRIPS along with the bank particulars of LI bidder.
  - ii) Such transfer will take place within T+1 Bank working Days ( Here T means the date on which Award of Contract is issued)
  - iii) All refunds will be made mandatorily to the Bank A/C from which payment of EMD was initiated.

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

## **12. Additional Information on Technical Proposal/Bid**

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

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

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

### **12.4 Bidder's undertaking:**

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

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

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

The Bank Solvency Certificate must be for an amount equal to 3 (three) months' total statutory monthly emoluments as per applicable rates of that date, payable to the total number of (unskilled + semi-skilled + skilled) workers to be deployed as per Section III: Requirements and EMD in the RIO/ hospital. It is a onetime procedure.

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

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

12.6 ESIC Code Number Allotment is mandatory.

12.7 EPFO Registration is compulsory.

12.8 Registration under Contract Labour (Regulation and Abolition) Act for contractors employing 20 or more persons on any day during preceding 12 months from date of issue of Tender.

12.9 The bidder shall have valid license for providing pest control under the Insecticide Rules, 202271 either in its own name or it shall have a valid agreement with a contractor rendering pest control services, who shall have a valid license for providing pest control under the Insecticide Rules, 202271.

### **13. Preparation of Bid Documents**

13.1 The bid shall either be typed or written in indelible ink and the same shall be signed/ digitally signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.

13.2 All the documents of the bid shall be duly signed/ digitally signed at the appropriate places as indicated in the TE documents and all other pages of the bid including printed literature, if any shall be initialed by the same person(s) signing the bid. 13.3 The bid shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialed by the person(s) signing the bid.

13.3 It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary evidence to substantiate the corresponding statement.

13.4 A bid, which does not fulfill any of the above requirements and/or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.

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



## **14. Tender Prices**

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

The bidder shall bear all charges for providing 2 (two) sets of uniforms per year, I-Cards to all workers; gum boots, hand gloves, logistics as mops, trolleys etc., safety goggles, masks, safety gears etc. to those required. The quality and colour code of such items of attire shall be as per approval of competent authority of RIO/ hospital. Consumable are to be provided by the hospital authority.

The bidder shall bear all charges for providing Machines, equipment, tools and tackles, small or big, covered trolleys, other items required for the job. The minimum and mandatory requirement of equipment for the job .is listed in Schedule XII.

Also, the Bidder shall bear all charges like packing and forwarding, transportation, insurance, storage, loading/ unloading; expenses of his service personnel, including their health and safety measures and any other expenses necessary in compliance with the requirement of goods and/ or services; ex-factory/ ex-warehouse/ ex-registered or branch office to the consignee site for a period including three months beyond date of delivery

The bidder shall pay the staff deployed by it for housekeeping in the RIO/ hospital, at least the minimum wages as fixed by the state government, bonus, dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time. These Statutory Charges claimed by the bidder shall be reimbursed by the Health Facility/Unit on basis of submission of documentary evidence of actual payment made by the bidder to its housekeeping staff deployed at the RIO/ hospital in previous month.

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

## **15. Firm Price**

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

## **16. Alternative Bids**

16.1. Alternative Bids are not permitted.

## **17. Bid Validity**

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

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

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.

#### **D. OPENING OF TENDER**

18.1 The Health Facility/Unit will open the bids after the specified date and time as indicated in the **NIT**.

18.2 **A u t h o r i z e d** representatives of the bidders may attend the Tender opening.

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

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

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

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

#### **E. SCRUTINY AND EVALUATION OF BIDS**

##### **19. Basic Principle**

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

19.2. The Health Facility/Unit will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and

whether the Bids are generally in order. The bids, which do not meet the basic requirements, are liable to be treated as non - responsive and will be summarily ignored.

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

19.4.If a Bid is not substantially responsive, it will be rejected by the Health Facility/Unit.

19.5. Decrypted (transformed into readable format) documents of the non-statutory cover will be downloaded and handed over to the Tender Evaluation Committee. The Committee will evaluate technical proposals as per terms laid down in this Tender document.

19.6 During evaluation the Committee may summon bidders & seek clarification /information or additional documents or original hard copies of documents submitted online. If these are not produced within specified time, the bid proposals will be liable for rejection.

19.7. The result of evaluation of technical bids, along with information regarding further steps in evaluation of the Tender shall be uploaded online.

## **20 Discrepancies in Prices**

20.1 If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.

20.2 If there is an error in a total price, which has been worked out through addition and/or Subtraction of subtotals, the subtotals shall prevail and the total corrected.

## **21. Schedule-wise Evaluation**

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

## **22. Comparison of Bids**

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

## 23. Bidder's capability to perform the contract

23.1 The 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.

23.2 The above-mentioned determination will inter alia, take into account the bidder's financial, technical and production capabilities for satisfying all the requirements of the Health Facility/Unit as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the Health Facility/Unit, including inspection of warehouse/ registered or branch office/ site visit of any current project(s) etc. of the bidder by authorized representative(s) of Health Facility/Unit.

## F. AWARD OF CONTRACT

### 23. Health Facility/Unit's Right to accept any bid and to reject any or all bids

24.1 The Health Facility/Unit reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the Tendering process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

### 25. Award Criteria

25.1 Subject to GIB clause 24 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the Health Facility/Unit. The list of successful bidder(s) shall be uploaded online.

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

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

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

26.3 The Health Facility/Unit 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 Health Facility/Unit and Contractor.

26.4. *In case of tie, Tenderer will be selected by FD's*

*Memorandum No: 2320-F(Y) Dated 7<sup>th</sup> June 2022.*

## **27. Notification of Award**

Before expiry of the Tender validity period, the Health Facility/Unit will notify the list of successful bidder(s) online. In addition, each successful bidder shall be notified in writing, by registered/ speed post or by fax/ telex/ cable/ email (to be confirmed by registered / speed post) that its bid for goods and/ or services, which have been selected by the Health Facility/Unit, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods and/ or services and corresponding prices accepted. The successful bidder must furnish to the Health Facility/Unit the required performance security within fifteen (15) days from the date of issue of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under Section VII: GCC Clause 3.

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

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

## **28. Issue of Contract**

Within 7 (seven) days of notification of award, the successful bidder will sign the contract form as per Section XI with the Health Facility/Unit.

The Health Facility/Unit reserves the right to issue the Notification of Award Consignee wise.

## **29. Non-receipt of Performance Security and Contract by the Health Facility/Unit.**

29.1. Failure of the successful bidder in providing performance security and/ or signing contract in terms of GIB clauses 27 and 28 above shall make the bidder liable for forfeiture of its EMD and also, for further actions by the Health Facility/Unit against it as per the clause 10 of GCC: Termination for default.

## **30. Publication of Tender Result**

30.1. The name and address of the successful bidder(s) receiving the contract(s) will be published in the websites <https://wbtenders.gov.in> and [www.wbhealth.gov.in](http://www.wbhealth.gov.in)/...

## **SECTION VII: GENERAL CONDITIONS OF CONTRACT**

### **1. Use of contract documents and information**

1.1 The Contractor shall not, without the Health Facility/Unit'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 Health Facility/Unit in connection Therewith, to any person other than the person(s) employed by the Contractor in the performance of the contract emanating from this TE document. Further, any such disclosure to any such Employed person shall be made in confidence and only so far as necessary for the purposes of such performance For this contract.

1.2 Further, the Contractor shall not, without the Health Facility/Unit's prior written consent, make use of any document or information mentioned in GCC sub-clause 1.1 above except for the sole purpose of performing this contract.

1.3 Except the contract issued to the Contractor, each and every other document mentioned in GCC sub-clause 1.1 above shall remain the property of the Health Facility/Unit and, if advised by the Health Facility/Unit, all copies of all such documents shall be returned to the Health Facility/Unit on completion of the Contractor's performance and obligations under this contract.

### **2. Patent Rights**

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

### **3. Performance Security**

3.1 Within 15 (fifteen) days from date of the issue of notification of award by the Health Facility/Unit, the Contractor, shall furnish performance security to the Health Facility/Unit for an amount equal to 1 (One) Months' Gross Amount Payable to Contractor [as per Row 22 of Schedule of Payment under Section XIII: Proforma of Monthly Bill to be Submitted by Bidder] as per applicable rates on date of commencement of contract. The Performance Security shall be retained up to ninety (90) days after the date of completion of all contractual obligations by the Contractor.

3.2 The Performance security shall be deposited in Indian Rupees to the state government through TR Challan under head of account 8443-00-103-Earnest Money-01-07-Deposit.

**No other forms of deposit can /will be entertained by the hospital authority.**

3.3 In the event of any failure /default of the Contractor with or without any quantifiable loss to the Regional Institute of Ophthalmology, Kolkata -73 the amount of the performance security is liable to be forfeited.

The Regional Institute of Ophthalmology, Administrative Department may do the needful to cover any failure/default of the Contractor with or without any quantifiable loss to this Institute

3.4 In the event of any amendment issued to the contract, the Contractor shall, within 21 (twenty-one) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

3.5 Subject to GCC sub - clause 3.1 and 3.3 above, the Health Facility/Unit will release the Performance Security without any interest to the Contractor on completion of the Contractor's all contractual obligations.

3.6 In case of more than one L1 bidder, the provisions mentioned in memo No. 4599- PWD-12039/2//2020-DIR-(PWD) dated 29-10-2021 issued with the concurrence of Finance Department vide U.O. No. Group-T/2021-2022/0659 dated 29-09-2021 will be attracted.

#### 4. Cleaning & Housekeeping Staff to be deployed by Bidder at RIO/ Hospital

4.1 The contractor shall employ adult labour only. Employment of child labour shall render the contractor liable to termination of the contract under GCC Clause 10: Termination for Default. The contractor shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.

4.2 The contractor at all times should indemnify the RIO/ hospital against aU claims, damages or compensation under the provisions of Payment of Wages Act, 202236; Minimum Wages Act, 202248; Employer's Liability Act, 202238; The Workmen Compensation Act, 202223; Industrial Disputes Act, 202247; Maternity Benefit Act, 202261 or any other law relating thereof and rules made hereunder from time to time. The Health Facility/Unit/ consignee Hospital/ Administrative Department shall not own any responsibility in this regard.

4.3 The contractor shall pay the staff deployed by it for Cleaning & housekeeping in the RIO/ hospital, at least the minimum wages as fixed by the state government, bonus as per Payment of Bonus act, any other dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time.

4.4 The cleaning & housekeeping staff deployed through contractor at the RIO/ hospital shall not Claim any benefit, compensation, absorption 01! Regularization of their services in the establishment of the RIO consignee. Hospital/Administrative Depalimnt Either under the provision of Industrial Disputes Act, 202247 or Contract Labour (Regulation & Abolition) Act, 202270 or any other law in vogue and revised from time to time. The contractor shall obtain an undertaking from the deployed persons to the effect that the deployed persons are the employees of the contractor. The Contractor shall submit the said undertaking to the RIO/hospital. In the event of any litigation on the status of the deployed staff, the RIO, Consignee Hospital/ Administrative Department shall not be a necessary party.

However, in any event, either by the deployed persons or on order of a Court of Law, if the RIO consignee Hospital/ Administrative Department is/ are made necessary parties in dispute to adjudicate the matter, the contractor shall reimburse the expenditure borne by the RIO/ consignee Hospital/ Administrative Department for such.

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

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

4.5.2 The staff deployed should be disciplined, entailed on enforcing prohibition of alcoholic drinks, smoking, loitering without work, gambling etc. any illegal disruptive, immoral act in the RIO/hospital.

4.5.3 The staff should be sensitive in dealing with patients and persons accompanying patients and also the public at large visiting the RIO/ hospital.



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

4.5.5 Any loss/ damage etc. to the property, persons (including to patient-parties) of the RIO/ hospital due to negligence/ any action on part of contractor or his staff, established after an enquiry by authorized representative(s) of the RIO/ hospital/any higher authority of the Government; shall be recovered from the contractor through appropriate method without prejudice to any other rights and remedies available to the RIO/ hospital under the contract.

4.5.6 Any misconduct/ misbehavior by any housekeeping staff deployed by the Contractor shall be promptly dealt with by the Contractor. If competent authority of the RIO, Kolkata hospital so desires, such staff shall be immediately replaced by the contractor at his own risk, cost and responsibilities, with written intimation to the competent authority about such move.

4.6 The contractor shall maintain adequate number of manpower as per Section III: Requirements and EMD. He shall maintain a pool of standby housekeeping staff, so that he can substitute an absentee staff with a reliever of equal status. If any required worker is absent from duty on any occasion, Liquidated Damages as per GCC clause 9 shall be imposed.

**4.7 Training on behavioral aspects and ethics to the cleaning & housekeeping staff Deployed at the RIO/ hospital should be conducted regularly by the Contractor.**

Training report for the same shall be submitted by the contractor to the RIO/ hospital half-yearly.

4.8 Appropriate measures for the health and safety of the housekeeping staff deployed at the RIO/ hospital should be undertaken by the Contractor regularly. A report regarding the same shall be submitted by the contractor to the RIO/ hospital half-yearly.

4.9 The attendance sheet in respect of the housekeeping staff deployed at RIO/ hospital shall be authenticated daily by a designated supervisory staff of contractor and countersigned by an appropriate authority of RIO/ hospital. The attendance sheet shall be submitted by contractor along with the monthly bill payable to him by RIO/ hospital.

## **5. Suggestion Book**

5.1 The contractor shall meet the competent authority of RIO/ hospital at mutually agreed intervals to take feedback on the housekeeping services being provided by it and rectify deficiencies accordingly.

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

## 6. Modification of Contract

If necessary, the Health Facility/Unit may, by a written order given to the Contractor at any time during the tenure of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

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

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

## 7. Terms and Mode of Payment

(All powers of the Health Facility/Unit DIRECTOR, RIO shall have to be delegated to the consignee hospital for purposes of execution of the contract, i.e. for payment, imposition of liquidated damages, termination etc. This point has been suggested in GIT 4)

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

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

7.3 Along with the above bill the Contractor shall certify and submit supporting documents for the following:

- i. The attendance sheet in respect of the housekeeping staff deployed at RIO/ hospital, authenticated daily by a designated supervisory staff of contractor and countersigned by an appropriate authority of RIO/ hospital.
- ii. Date on which wages of the workers were credited to their bank accounts in the preceding month. **(The bank statement showing monthly salary paid through ECS/ DBT to the housekeeping staff deployed at the RIO/ hospital in the preceding month shall be submitted for verification)**
- iii. **The ESI Contribution** relating to workers (copies of ESI Cards of workers, copy of ESI deposit challan **shall be enclosed**)
- iv. **EPF Contribution** relating to workers (copies of EPF numbers of workers, copy of EPF **Deposit challan shall be enclosed**)
- v. **Self declaration**, "We are complying with all statutory Labour laws in vogue and as amended up to date, including the **Minimum Wages Act**".

7.4 For the housekeeping staff, payment shall be made for only those employees, who were on duty during the month. The payment shall be restricted to the salary paid to them by the contractor as per the statutory requirements. No payment shall be made for absentee **employees**.

7.5 Payment shall be made after the 'Work Done Satisfactorily' Certificate is issued against the bill by the competent authority of the RIO hospital.

7.6 The contractor shall be absolutely and exclusively responsible for the payment of salary for the Cleaning & housekeeping staff deployed at the RIO/ hospital on or before the 7<sup>th</sup> of each succeeding month to protect the interest of housekeeping staff and ensure smooth running of housekeeping in RIO/ hospital, irrespective of whether or not he may be able to raise and submit bills or receive payments from RIO/ hospital by that time,

7.7 In Case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.

**7.8. The contractor shall provide the mandate form for ECS payment to its housekeeping employees.**

## **8. Variation, Delay in the Contractor's performance**

8.1 The Contractor shall deliver the goods and perform the services under the contract as per quality, quantity and within the time schedule specified by the Health Facility/Unit in the relevant clauses of the contract.

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

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

8.3 If at any time during the tenure of the contract, the Contractor encounters conditions hindering timely delivery of the goods and/ or performance of services, the Contractor shall promptly inform the Health Facility/Unit in writing about the same and its likely duration and make a request to the Health Facility/Unit for extension of the delivery schedule accordingly. On receiving the Contractor'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's contractual obligations by issuing an amendment to the Contract.

## 8. Liquidated damages

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

## 9. Termination for default

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

10.2 In the event the Health Facility/Unit terminates the contract in whole or in part, pursuant to GCC sub-clause 10.1 above, the Health Facility/Unit may procure goods **and/or services similar to- those cancelled, with such terms and conditions and in such** manner as it deems fit and the Contractor shall be liable to the Health Facility/Unit for the extra expenditure, if any, incurred by the Health Facility/Unit for arranging such procurement.

10.3 Unless otherwise instructed by the Health Facility/Unit, the Contractor shall continue to perform the contract to the extent not terminated.

## 10. Termination for insolvency

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

## 11. Force Majeure

12.1 Notwithstanding the provisions contained in GCC clauses 8, 9 and IO, the Contractor shall not be liable for imposition of any such sanction so long the delay and/or failure of the Contractor in fulfilling its obligations under the contract is the result of an event of Force Majeure.

12.2 For purposes of this clause, Force Majeure means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Health Facility/Unit either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public **enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine** restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

12.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Health Facility/Unit in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by the Health Facility/Unit in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.

12.5 In case due to a Force Majeure event the Health Facility/Unit is unable to fulfill its contractual commitment and responsibility, the Health Facility/Unit will notify the Contractor accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

### 13. Termination for convenience

13.1 The Health Facility/Unit reserves the right to terminate the contract, in whole or in part for its (Health Facility/Unit's) convenience, by serving written notice on the Contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Health Facility/Unit. The notice shall also indicate inter alia, the extent to which the Contractor's performance under the contract is terminated, and the date with effect from which such termination will become effective.

13.2 The goods and/or services which are complete and ready in terms of the contract and Delivered and performed Within 60 (sixty) days after the Contractor's receipt of the notice of termination shall be accepted by the Health Facility/Unit Following the contract **terms, conditions and prices**.

### 14. Governing language

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

### 15. Notices

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

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

### 16. Resolution of disputes

16.1 If dispute or difference of any kind shall arise between the Health Facility/Unit and the Contractor in Connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

16.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Health Facility/Unit or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 202296 of India. In the case of a dispute or difference arising between the Health Facility/Unit and a Contractor relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator who will be an officer in the Department of Health and Family Welfare, Government of West Bengal, appointed to be the arbitrator by the Principal Secretary to that Department. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-).

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

## 17. Applicable Law and Legal Suits

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

17.2 All disputes would be decided at the Kolkata jurisdiction.

## 18. General/ Miscellaneous Clauses

18.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Contractor on the one side and the Health Facility/Unit on the other side, a relationship of master and servant or principal and agent.

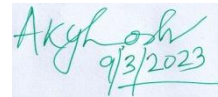
18.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

18.3 The Contractor shall notify the Health Facility/Unit of any material change that would impact on performance of its obligations under this Contract.

18.4 Each member/constituent of the Contractor, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Health Facility/Unit for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

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

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



Director,  
Regional Institute of Ophthalmology,  
Medical College campus, Kolkata-73

**SECTION VIII: TENDER APPLICATION FORM**

**To,  
THE DIRECTOR,  
Regional Institute of Ophthalmology, Kolkata-73**

Ref. Your TE document No. \_\_\_\_\_ **dated** \_\_\_\_\_

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

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

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

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

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

We would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information a s d e e m e d n e c e s s a r y and/or as requested by.....the RIO/ HOSPITAL to verify this statement.

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

**(Signature with date)**

**(Name and designation) Duly authorized to sign bid for and on behalf of Bidder**



**SECTION IX: PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last three years)

(Submit with documentary evidence)

Tender Reference No. \_\_\_\_\_

Date of opening \_\_\_\_\_

**Time:**

Name and address of the Bidder \_\_\_\_\_

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

**Signature and seal of the Bidder**

\*\*The documentary evidence will be a certificate or bill paid by the Health Facility/Unit/ consignee/end user with cross- reference of order no. and date with a notarized certification authenticating the correctness of the information furnished.

**SECTION X: Price Schedule/Bill of Quantity**

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

SI. No. (Col.1)	Item Description (Col.2)	Quantity (Col.4)	Units (Col.5)	Basic Price (in Rs.) (Col.7)
1	<p>The bidder shall quote a 'Management Fee' for providing goods and/or services, as applicable in the Tender. The Management Fee shall be quoted as a percentage of the total Statutory Monthly Emoluments and others payable to the total number of (unskilled + semi-skilled + skilled) workers deployed for cleaning &amp; housekeeping services in the RIO/ hospital.</p> <p>Here 'Statutory Monthly Emoluments' shall mean amount payable as <b>per Row 12 of Schedule of Payment under Section-XIII:</b></p> <p>Proforma of Monthly Bill to be Submitted by the Bidder. GST as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid.</p> <p>[For example: If you quote the figure '5'. It means that you will charge 5% (five percent) of total Statutory Monthly Emoluments payable to the total number of (unskilled + semi-skilled + skilled) workers deployed for cleaning &amp; housekeeping services in the RIO/ hospital as Management Fee per month. GST as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid.</p>	1	1 no.	[Quote Figure]

Total Tender price in Rupees: (a figure will be computed by software by default)

In words ..... (a figure will be computed by software by default)

Note:

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

**Upload with digital signature of authorized personnel of Bidder**

**SECTION XI: CONTRACT FORM**

**The Director,**  
 Regional Institute of Ophthalmology,  
 Medical College campus, Kolkata-73

(Address of the Health Facility/Unit office

issuing the contract.) Contract No \_\_\_\_\_ dated \_\_\_\_

This is in continuation to this office's Notification of Award No, \_\_\_\_\_ dated

1. Name & address of the Contractor: \_\_\_\_\_
2. Health Facility/Unit's TE document No \_dated, \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_ dated. \_\_ (if any), issued by the Health Facility/Unit
3. Contractor's Bid No \_ dated \_ and subsequent communication(s) No\_ dated \_ (if any), exchanged between the Contractor and the Health Facility/Unit in connection with this Tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned above, shall also be deemed to form and be read and construed as integral part of this contract:

- i. Notice Inviting Tender
- ii. General Instructions to Bidders
- iii. General Conditions of Contract
- iv. Requirements and EMD
- v. Specifications
- vi. Consignee List
- vii. Tender Application Form furnished by the Contractor
- viii. Price Schedule(s) furnished by the Contractor in its bid
- ix. Health Facility/Unit's Notification of Award

The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause I of Section II: PREAMBLE: Definitions and Abbreviations of the Health Facility/Unit's TE document shall also apply to this contract.

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

Contractor are as under:

- 5.1 Brief particulars of the goods and/ or services which shall be supplied/ provided by the

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

5.2 Financial limit to contract

5.3 Requirements and EMO

5.4 Consignee List

5.5 Variation, Delay in the Contractor's performance

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

5.7 Performance Security

5.8 Cleaning & Housekeeping Staff to be deployed by Contractor at RIO/ Hospital

5.9 Terms and Mode of Payment

5.10 Liquidated Damages

5.11 Termination for Default

5.12 Termination for insolvency

5.13 Force Majeure

5.14 Termination for convenience

5.15 Notices

5.16 Resolution of disputes

5.17 Applicable Law and Legal Suits

5.18.General/Miscellaneous Clauses

5.20. Assignment

**Signature, name and address of the Health Facility/Unit's/ Consignee's  
authorized official) For and on behalf of, \_\_\_\_\_**

Received and accepted this contract

Signature-

Name-

Address of Contractor-

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

For and on behalf of

(Name and address of the Contractor)

(Seal of Contractor)

**Section XII: Housekeeping Equipment to be provided by Bidder**

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

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

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

[Contract no.....dt.....]
---------------------------

(The monthly-bill raised by the Bidder shall be addressed to the Director, RIO, Kolkata)

SI no (I)	Schedule of Payment (2)	Unskilled Worker (3) Rs.	Semi- skilled Worker (4) Rs.	Skilled Worker (S) Rs.
<b>A</b>	<b>REIMBURSEMENT</b> of Statutory <b>Emoluments Payable to Cleaning &amp; Housekeeping Personnel</b>			
1	Minimum Monthly Wage rate for Clinical Nursing Home/ Sweeping and Cleaning/ any other Scheduled Employment in the applicable Zone as per Labour Department, Govt. of West Bengal per Worker			
2	Monthly EPF Contribution per Worker by Employer			
3	Monthly ESI Contribution per Worker by Employer			
4	EDLI Contribution and Administrative Charges payable per Worker by Employer			
5				
6				
7				
8				
9				
<b>10</b>	Gross Statutory Monthly Emolument per worker (Rows 1+2+3+4+5+6+7+8+9)			
11	Number of Workers			
12	Total Statutory Monthly Emolument Payable to all Workers (Rows 6 x 7)			
13	Total Statutory Emoluments Payable (Cols 3+4+5 of Row 12)			
<b>B</b>	<b>MANAGEMENT FEE</b> , payable to Contractor for providing Cleaning & <b>Housekeeping Services including cost of tools and equipments</b>			
<b>14</b>	Management Fee (... % of Total Statutory Emoluments Payable, i.e., ... % of Row 13)			
15	Less: Liquidated Damages (Annex a Separate List)			
16	Net Management Fee (Rows 14- 15)			

17	GST on Net Management Fee	
18	Any other tax as applicable	
19	Any other tax as applicable	
20		
21		
22	Gross Amount Payable to Contractor (Rows 13+16+ 17+18+19+20+21)	
23	Less: Income Tax Deducted at Source on Net Management Fee (on Row 16)	
24		
25		
26	Net Amount Payable to Contractor [Rows 22 - (Rows 23+24+25)] (Rupees in words.....)	
27	<p>i. The attendance sheet in respect of the housekeeping staff deployed at RIO, Kolkata hospital, authenticated daily by a designated supervisory staff of contractor and countersigned by an appropriate authority of RIO/ hospital.</p> <p>ii. The wages of workers were credited to their bank accounts on ( date). (The bank statement showing monthly salary paid through ECS to the cleaning &amp; housekeeping staff deployed at the RIO/ hospital in the preceding month shall be submitted for verification)</p> <p>iii. ESI Contribution relating to workers amounting to Rs..... was deposited on..... (date) (copies of ESI Cards of workers, copy of ESI deposit challan shall be enclosed)</p> <p>iv. EPF Contribution relating to workers amounting to Rs..... was deposited on.....(date) (copies of EPF numbers of workers, copy of EPF deposit challan shall be enclosed)</p> <p>v. We are complying with all statutory Labour laws in vogue and as amended up to date, including the Minimum Wages Act.</p> <p>vi. ....</p> <p>vii. ....</p> <p>viii. ....</p>	



**SECTION XV: CHECKLIST FOR BIDDERS**

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

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