



**THE WEST BENGAL UNIVERSITY OF HEALTH SCIENCES**  
DD – 36, Sector – 1, Salt Lake, Kolkata 700 064

BIDDING DOCUMENTS

for

Engagement of Facility Management Services agency at  
The West Bengal University of Health Sciences, DD-36, Sector-1, Salt Lake, Kolkata- 700064

Official Website: -<https://wbuhs.ac.in/>

☎: 2321-3461 / 2334-6602

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## **CONTENTS**

<b>Sl.</b>	<b>Section</b>	<b>Documents</b>	<b>Pages</b>
1	Section – I :	Notice Inviting e-Tender (e-NIT)	3 – 9
2	Section – II :	Instructions to Bidders (ITB)	10 – 21
3	Section – III :	Schedule of Requirements (SoR)	22 – 43
4	Section – IV :	Bidding Forms (BDF)	44 – 55
5	Section – V :	General Conditions of Contract (GCC)	56 – 66
6	Section – VI :	Contract Forms (COF)	67 – 71

**SECTION – I****NOTICE INVITING e-TENDER****E-NIT No.: 01/2026(FMS)**

from eligible bidders for providing Facility Management Services  
at the West Bengal University of Health Sciences, DD-36, Sector-1, Salt Lake, Kolkata- 700064

Issued by:

THE WEST BENGAL UNIVERSITY OF HEALTH SCIENCES (WBUHS)

DD – 36, Sector – 1, Salt Lake, Kolkata 700 064 ☎: 2321-3461 / 2334-6602

Official Website: -<http://www.wbuhs.ac.in>; ☎+ Fax: 2358- 0100

**Introduction: -**

- 1) The West Bengal University of Health Sciences, DD-36, Sector-1, Salt Lake, Kolkata- 700064, Government of West Bengal, has taken an initiative to engage an agency of competence and repute to render Facility Management Services (FMS) which shall provide the said university with Security, Mechanized/Automated Cleaning, Pest Control & Horticulture.
- 2) The West Bengal University of Health Sciences thus hereby invites bids from eligible and qualified Indian bidders through 'e-tendering' for providing Facility Management Services at the West Bengal University of Health Sciences, DD-36, Sector-1, Salt Lake, Kolkata- 700064 and as described in detail in the Scope of Services in the Schedule of Requirements.
- 3) Intending bidders may download the Bidding Documents from the websites <https://wbttenders.gov.in>.
- 4) An **Earnest Money Deposit (EMD)** or **Bid Security** of Rs.2.00 Lakhs (Rupees Two Lakhs only) is to be paid by intending bidders by online payment. The Bid Security of the Selected Bidder will be released after expiry of the contract period. It means EMD will be treated as Performance Security Deposit. EMD will be returned to the Unsuccessful Bidder through Online Mode. No interest will be paid on the EMD.
- 5) Technical Bid and Financial Bid must be submitted concurrently within the date and time stated in Sl. No. 08 of the e-NIT. All documents submitted by bidders should be properly indexed and digitally signed. Both Technical Bid and Financial Bid, duly digitally signed are to be uploaded in their respective folders viz., technical (statutory & non-statutory) folder and financial folder simultaneously in the website <https://wbttenders.gov.in>.
- 6) Financial Bids will be considered only if the Technical Bid (both statutory and non-statutory) of a bidder is found qualified by the Tender Evaluation Committee. The decision of the Tender Evaluation Committee will be final and binding in this respect. The list of technically qualified and non-qualified bidders will be uploaded in the website <https://wbttenders.gov.in>.
- 7) **Eligibility criteria for participation**
  - a) All bidders shall have to meet the minimum eligibility criteria in respect of both of the following:
    - i) Financial Capacity;

- ii) Technical Capability including Experience/Credentials.
- b) The eligibility of a bidder will be ascertained on the basis of the digitally signed documents submitted in support of the eligibility criteria as mentioned in (i) and (ii) above. If any document submitted by a bidder is found at any stage to be manufactured, false or untrue at any material respect, the bid of such bidder will be rejected outright without any prejudice to any right of the West Bengal University of Health Sciences, including for feature of EMD/ Bid Security or invoke the Performance Security.
- c) Financial capacity requirement is as follows: -
  - i) The bidder shall have an average annual turnover of at least **Rs.3.00 Crore** (Rupees Three Crore Only) in the following 3 (three) financial years, viz 2021-2022, 2022-2023 and 2023-2024.
- d) Technical capacity requirements are as follows: -
  - i) The bidder shall be a company limited by shares (private or public) or a partnership firm including a limited liability partnership, firm, proprietorship registered under the appropriate laws of India;
  - ii) A bidder must produce records satisfactorily evidencing supply of manpower for a minimum period of one year, of at least 50 in number to a minimum of 5(Five) organisations in India deployed at a single site/ office of organisation, for carrying out **security services and mechanized cleaning** out of which 2 (two) shall be in hospitals/ health care facilities within following 3 (three) financial years, viz 2021-2022, 2022-2023 and 2023-2024, henceforth be mentioned as three financial years.
  - iii) Only registered companies, reputed partnership firm including a limited liability partnership, firm, proprietorship, licensed contractor having experience for three years in the service of **General Pest Control, Rodent Control and Termite Control** in Government Office/ PSU/ Semi-Government Office/ Autonomous bodies are eligible. Agency commission is not permissible.
  - iv) The e-tenders under Two-Bid Systems on item rates basis are invited from the well-established eligible bidders who have successfully completed **three similar types of Horticulture works** in PSUs/Banks/Govt. Depts./ Reputed public or private sector organizations of repute during the last 3 (Three)financial years viz 2021-22, 2022-23, 2023-24.
  - v) The bidder shall furnish an undertaking that the bidder has not been barred/ blacklisted by the Government of India or any State Government or any of its Departments, authorities or bodies corporate under the Government of India or any State Government from participating in any project which continues as on the date of bid submission.
  - vi) The bidder shall have a valid license under The Contract Labour (Regulation & Abolition) Act, 1970 and registration under the Employees State Insurance Act, 1948.
  - vii) The bidder shall have a valid registration of Employees Provident Funds Organisation (EPFO).
  - viii) The bidder shall have a valid PAN.
  - ix) The bidder shall have valid GST certificate.

- x) The bidder must have valid license under The Private Security Agencies Regulation Act, 2005.
- e) Joint bids or consortium bids will not be entertained.
- f) The Tender Inviting and Accepting Authority will determine the eligibility of each bidder on the basis of the Technical Bid submitted by the bidder. Decision of Tender Inviting Authority (TIA) is final in this regard.
- g) Bids are to remain valid for a period not less than 180 days after the last date for bid submission as specified in Sl. No. 08 of this e-NIT. Bids valid for a shorter period shall be rejected as non-responsive.
- h) Monthly Contract Fee payable to the Selected Bidder/ Service Provider shall be made by the Registrar, the West Bengal University of Health Sciences after making appropriate deduction such as TDS and other statutory deductions. GST and other applicable rates and cesses, will be claimed in its bill / invoice by the Service Provider and will be disbursed accordingly by the Registrar, the West Bengal University of Health Sciences, DD-36, Sector-1, Salt Lake, Kolkata- 700064.
- i)
  - a) Financial Bid will be the sum total of rates quoted for 3 three financial years by the bidder (in INR) on per square foot of serviceable area per month basis for providing consumables, equipment, uniform and service charges etc of the FMS work including the overtime charges payment to the FMS staffs that may incur every month. Bidders will be paid separately manpower charges including their PF, ESI, Bonus as per the minimum wages Act, Government of West Bengal. There shall be no other sum payable on any head to the bidder. Bidders need to quote rate for the financial years 2025-2026, 2026-2027 & 2027-2028. The bidder is to quote the rate online in the space marked for quoting rate in the BoQ.
  - b) GST should be applicable only as per rules in vogue.

8) **Bidding Schedule**

Sl. No.	Particulars	Date & Time
1.	Publication of Bidding Documents	06.02.2026 at 12.00 Hrs
2.	Documents download start date (online).	06.02.2026 at 14.00 Hrs
3.	Pre-bid meeting at the West Bengal University Of Health Sciences.	09.02.2026 at 12.00 Hrs onward
4.	Last date of Receipt of any query by the private partner in relation to Tender Documents through email and hard copy	10.02.2026 up to 14.00 Hrs
5.	Date of incorporation of amendments, if any	12.02.2026 up to 16.00 Hrs
6.	Bid submission start date (online)	12.02.2026 from 17:00 Hrs
7.	Bid submission closing (online)	02.03.2026 at 17.00 Hrs
8.	Date of Opening of Technical Bids in the prescribed web portal (online).	05.03.2026 12:00 Hrs onward
9.	Technical Bid evaluation	To be notified later

10.	Uploading list of responsive / non responsive bidders	To be notified later
11.	Financial Bid opening	To be notified later
12.	Issue of Notification of Award	To be notified later

- 9) In the event, any of the specified dates as above being declared a holiday or if the office of the West Bengal University of Health Sciences being closed on such date, the event of the specified date will be taken up on the next working day at the same time.
- 10) The West Bengal University of Health Sciences reserves the right to reject any or all bids and to accept or reject any or all offers without assigning any reason whatsoever and would not be liable for any cost that might have incurred by any bidder for bidding.
- 11) In addition to the above, bidders are advised to note carefully the instructions contained in the 'Instructions to Bidders' (ITB) and conditions in the General Conditions of Contract and other documents as per ITB before bidding.
- 12) Conditional/incomplete bids will not be accepted under any circumstances.
- 13) The bidders shall in addition have to comply with all extant laws, regulations, practices and procedures of the Government of West Bengal in connection with public tenders or the proposed service.
- 14) During tender evaluation or even during performance of the Agreement, if any record submitted by any bidder is found to be incorrect, manufactured or fabricated, the bid of such bidder will be rejected and if the contract has already been awarded, the Agreement will be cancelled (after giving an opportunity of hearing to the Selected Bidder), without any prejudice to any rights of the West Bengal University of Health Sciences.
- 15) The West Bengal University of Health Sciences reserves the right to cancel the tender process at any time without assigning any reason whatsoever, and without entertaining any claim in this respect. At any time prior to the deadline for submission of bids, or extension, if any, the West Bengal University of Health Sciences may amend the Bidding Documents by issuing addenda/ corrigenda. In order to give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids or for other causes and considerations, the West Bengal University of Health Sciences may also, at its discretion, extend the time for the submission of bids.
- 16) The EMD/ Bid Security: -
  - a) The tender will have to be submitted under the existing orders of the Government of the West Bengal & must accompanied with Earnest Money Deposit of Rs. 2.00 Lakhs (Rupees Two Lakhs only) as per Clause no- 4 Section -I Electronically (ONLINE MODE) only as detailed in Government of West Bengal, Finance (Audit) Department Memo No. 3975-F(Y) Dated: 28th July, 2016.
  - b) For successful bidder it will be released after expiry of the tender period. It means EMD will be treated as Performance Security Deposit.
  - c) EMD will be returned to the Unsuccessful Bidder through Online Mode.
  - d) **The EMD may be forfeited:**
    - i) if the bidder withdraws or impairs or derogates from the tender process as a whole or for any particular item or items at any stage after the opening of the tender or
    - ii) If the successful Tenderer fails / refuses to:

- (1) enter into written agreement in accordance with Instructions to Tenderers;
- (2) Furnish a Performance Security/ Security Deposit within the stipulated time in accordance with Instructions to Tenderers;
- iii) If the Bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice.

17) **Preference for S.S.I. units registered in West Bengal & PSUs in West Bengal:**

- i) Preference will be given to the S.S.I. units registered in West Bengal & PSUs in West Bengal State Based Other Manufacturers as per West Bengal Financial Rule incorporated under notification No. 10500-F dated 19.11.04 as amended hereafter.
- ii) Exemption from payment of earnest money for tenders, payment of security deposits, if selected and price preference for S.S.I. units registered in West Bengal & PSUs in West Bengal will be given as per West Bengal Financial Rule incorporated under Finance Department notification No. 10500-F, dated 19.11.2004 read with its amendments.
- iii) Bidders should upload valid registration certificate / document issued by Government authority in support, if aforesaid exemption has been applied for. Any bid without EMD is liable to be cancelled, if requisite document in support of availing such exemption(s) is not submitted.

18) Where an individual holds a Digital Signature Certificate in his own name duly issued to him in respect of a bidder of which he is a director/ principal officer, such person shall, while uploading any bid for and on behalf of the bidder, upload a copy of the Power of Attorney/ Board Resolution authorizing him to act on behalf of the bidder by a notarized affidavit on Indian Non Judicial Stamp Paper of Rs.10/- (Rupees ten only).

19) To execute the Facility Management including Mechanized Cleaning, providing Security, Pest Control & Horticulture Services properly, the bidding agency should have the capacity to deploy at least effective 50 (fifty) personnel.

20) **Scope of Services:** Total serviceable area where Facility Management Services (FMS) need to be done is 23952 sq ft.

a) **Scavenging/ Housekeeping Services**

Sl. No	Job Description (Facility Management including Mechanized Cleaning, providing Scavenging/ Housekeeping Services)	Per square foot /No of Units
1.	Mechanized & Automated Cleaning of common area of the University Campus i.e. Veranda, Stair Case, Lift Lobby etc. excluding toilets areas.	23952 Sq. Ft.

Description	Scavenging Staff (Unskilled)				Total	Remarks
	Morning Shift (8AM to 2PM)	Evening Shift (2PM to 8PM)	Night Shift (8PM to 8AM)	Toilet Cleaner General Shift		
Ground Floor	01	01	00	01	03	
1 <sup>st</sup> Floor	01	01	00	01	03	
2 <sup>nd</sup> Floor	01	01	00	01	03	
Reliever					01	

<b>Facility Manager/Supervisor (Semi- Skilled)</b>	01	
Total:	11	

**b) Security Services**

<b>Description</b>	<b>Unarmed Security Personnel(Unskilled)</b>			<b>Total</b>	<b>Remarks</b>
	Morning Shift (8AM to 2PM)	Evening Shift (2PM to 8PM)	Night Shift (8PM to 8AM)		
Ground Floor	02	01	01	04	Entrance Gate of University Campus
1 <sup>st</sup> Floor	02	01	01	04	
2 <sup>nd</sup> Floor	02	01	01	04	
Reliever				02	
	<b>Facility Manager/Supervisor (Semi- Skilled)</b>			01	
	Total:			15	
	Facility Manager:			01	
	<b>Pest Control:</b>			01	
	<b>Horticulture:</b>			01	
	<b>All Total (Including Scavenging Services):</b>			<b>29</b>	

If the L1 bidder/ selected agency at any time during the period of contract are not eager to continue the services for remaining months then they will be directly black listed and will not be allowed to participate in any future tenders of WBUHS.

- 21) In the last one year, if there be any agency that was terminated by the WBUHS or the agency who surrender themselves before completion of the service period for providing FMS will not be allowed to participate in this tender.

**FINANCIAL BID - 'B'**

**INFORMATION REGARDING PRICE BID**

For providing Facility Management Services (FMS) which covers to provide Security, mechanized cleaning, horticulture and Pest Control Services, covering all materials, staff, officers & workers at the West Bengal University of Health Sciences, DD-36, Sector-I, Salt Lake, Kolkata- 700064 as per list attached.

**We understand that the rates quoted by us include & indicate the following: -**

- This is inclusive of all components of salaries and bonus of all categories of employees, engaged for carrying out the above work, as per West Bengal Minimum Wages Act, Employees' State Insurance Act, PF Act, Labour Cess Act and other related orders and there to and also inclusive of employer's contribution to Provident Fund all other taxes & dues payable.

2. All cleaning material, Uniforms, Machines, consumables required to carry out the above work.

**To be uploaded with digital signature of authorized personnel of Bidder**

<b>Tender Inviting Authority: Registrar, the West Bengal University of Health Sciences, DD-36, Sector-I, Salt Lake, Kolkata- 700064.</b>	
<b>Name of Work:</b> e-Tender for Facility Management Service at the West Bengal University of Health Sciences, DD-36, Sector-I, Salt Lake, Kolkata- 700064.	
<b>Tender Memo No</b>	<b>Dated:</b> ____/____/2026
<b>Bidder Name:</b>	

**PRICESCHEDULE**

(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl. No.	Description (Facility Management including Mechanized Cleaning, providing Security, Pest Control & Horticulture)	Basic Price excluding GST in figure to be entered by the bidder	Total	Total In Words
A	B	C	D	E
1.00	Rate in INR per Square Foot per month to be entered by the bidder for 2025-26			
2.00	Rate in INR per Square Foot per month to be entered by the bidder for 2026-27			
3.00	Rate in INR per Square Foot per month to be entered by the bidder for 2027-28			

Tender selection-For operative convenience, single firm will be selected on the basis of lowest grand total of BOQ sl no 1.00, 2.00 & 3.00 subject to fulfilment of other tender terms and condition.

Note: (a) The price bid should be provided separately in a FINANCIAL BID (BOQ)'. Under no circumstances should this be put in Technical Bid, else the tender will be summarily rejected. This Tender, being a composite tender, will be evaluated on the basis of total cost for all items mentioned in the price schedule along with Machinery & Equipment to be deployed (as per Annexure D & Annexure E) and the total amount given above.

*I. Kur*  
20/1/26  
Registrar

The West Bengal University of Health Sciences  
Tender Reference No.: OG/WBUHS/2026/0088/01/(10) Dated : 20 /01/2026

**Copy forwarded information to the:-**

1. Financial Advisor, Dept. of H&FW, Gov. of WB.
2. Finance Officer, the West Bengal University of Health Sciences, Salt Lake, Kolkata.
3. Accounts Officer, College of Medicine & JNM Hospital, Kalyani, Nadia.
4. Inspector of Colleges, the West Bengal University of Health Sciences, Salt Lake, Kolkata.
5. Deputy Registrar, the West Bengal University of Health Sciences, Salt Lake, Kolkata.
6. OSD (All), the West Bengal University of Health Sciences, Salt Lake, Kolkata.
7. Asst. Finance Officer, the West Bengal University of Health Sciences, Salt Lake, Kolkata.
8. PA to Hon'ble VC, the West Bengal University of Health Sciences, Salt Lake, Kolkata.
9. Programme Officer, the West Bengal University of Health Sciences, Salt Lake, Kolkata with a request to please make necessary arrangements to upload the bid documents at the official website of the WBUHS.
10. Office Copy

*I. Kur*  
20/1/26  
Registrar

The West Bengal University of Health Sciences

## **SECTION – II**

### **INSTRUCTIONS TO BIDDERS (ITB)**

#### **A. General Information, Credentials, Terms and Conditions:**

**1. Scope of Bid:**

- a.** In connection with the Notice Inviting e-Tender from eligible bidders for providing Facility Management Services at the West Bengal University of Health Sciences, DD-36, Sector-1, Salt Lake, Kolkata- 700064.

The tender is invited online and submission of bids will also be online as detailed in the e-NIT.

- b.** Throughout the Bidding Documents:

- i. the term "in writing" means communicated in written form and delivered against receipt;
- ii. the terms 'bid' and 'tender' and their derivatives (bidder/tender, bid/tender, bidding/tendering, etc.) are synonymous.
- iii. except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- iv. "day" means calendar day.

**2. General guidance for e-tendering:**

**a. Registration of bidder:**

Any bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the State Government e-procurement system at <https://wbtennders.gov.in>.

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

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

**3. Corrupt Practices**

- a.** The West Bengal University of Health Sciences, those bidders observe the highest standard of ethics during the bidding process and during execution of such contract. In pursuance of this policy, the West Bengal University of Health Sciences:

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

- 1.** "corrupt practice"/"bribery" means the offering, giving receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party or influencing the process procuring goods or services or executing contracts;
- 2.** "fraudulent practice"/"fraud" means any act or omission, including a misrepresentation of information or facts, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation or to influence the process procuring goods or services or executing contracts, to the detriment of the West Bengal University of Health Sciences other participants;
- 3.** "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

4. "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party or designed to result in bids at artificial prices that are not competitive;
  5. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
- ii. will reject a proposal to award a contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for the contract in question; and
  - iii. will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any tender/bidding process of the West Bengal University of Health Sciences if it at any time determines that the party has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for, or in executing, a contract of the West Bengal University of Health Sciences, DD-36, Sector-1, Salt Lake, Kolkata- 700064.
  - iv. will cancel or terminate a contract if it determines that a bidder /party has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for, or in executing, a contract with the West Bengal University of Health Sciences.
  - v. will normally require an agent of the West Bengal University of Health Sciences, allow the West Bengal University of Health Sciences or any person that the said health university may designate; to inspect or carry out audits of the bidder's accounting records and financial statements in connection with the Agreement.

#### **4. Eligible Bidders**

**a.** Bidders shall have to meet the following eligibility criteria for qualifying:

- i. A bidder shall be a single company limited by shares (private or public)/ partnership firm including a limited liability partnership firm, firm, proprietorship registered under the appropriate laws of India. Joint bids in a consortium will not be entertained;
- ii. The bidder shall produce records satisfactorily evidencing supply of manpower, for a minimum period of 180 days, of at least 50 in number to a minimum of 5 (five) organisations in India deployed at a single site/ office of each organisation, for carrying out either security services or Mechanized cleaning services or all the 2 (two) category of services out of which 2 (two) shall be in hospitals/ health care facilities, within the following 3 financial years, viz. 2021-2022, 2022-2023 and 2023-2024.
- iii. A bidder must have an average annual turnover of at least **Rs. 3.00 Crores** in the following 3 (three) financial years, viz. 2021-2022, 2022-2023 and 2023-2024.
- iv. The bidder has not been barred the Government of India or any State Government or any of its departments, authorities or bodies corporate under the Government of India or any State Government for participating in any project and the same subsists on the day of submission of the bid.

**b. A bidder shall have to furnish the following documents:**

- i. Copy of PAN Card;
  - ii. Copy of Income Tax Returns for the financial years 2021-2022 ,2022-2023, 2023-2024 (assessment years 2022-2023, 2023-2024, 2024-2025);
  - iii. Copy of documents of incorporation (i.e., Certificate of incorporation and Memorandum and Articles of Association for companies and Partnership Deed for partnership firms);
  - iv. Audited Annual Accounts for the financial years 2021-2022 ,2022-2023, 2023-2024;
  - v. Notarised Power of Attorney/ Board Resolution in favour of signatory of bid and accompanying documents;
  - vi. Copy of documents in respect of Bank Account where payment will be transmitted upon being awarded contract [copy of relevant pages of passbook and/ or latest Bank Statement];
  - vii. Statement of Annual Turnover during the financial years 2021-2022 ,2022-2023, 2023-2024 certified by a Chartered Accountant (CA);
  - viii. Declaration by way of affidavit;
  - ix. Certificate from a minimum of 2 service recipients, out of which 1 shall be hospital/ health care facility, stating that the services rendered have been satisfactory and no adverse report was obtained;
  - x. Copy of license under The Contract Labour (Regulation & Abolition) Act, 1970;
  - xi. Copy of Certificate of Registration under the Employees State Insurance Act, 1948;
  - xii. Copy of EPFO Registration Certificate;
  - xiii. Copy of GST certificate;
  - xiv. Copy of valid license under The Private Security Agencies Regulation Act, 2005.
- c.** The West Bengal University of Health Sciences considers a conflict of interest to be a situation in which a party has an interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitutes a prohibited practice by the West Bengal University of Health Sciences requires that bidders, suppliers, and contractors under contracts with the West Bengal University of Health Sciences, observe the highest standard of ethics and will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently, all bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
- i.** they have controlling shareholders in common;
  - ii.** they receive or have received any direct or indirect subsidy from any of them;
  - iii.** they have the same legal representative for purposes of this bid; or
  - iv.** they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the West Bengal University of Health Sciences regarding this bidding process.
- d.** Joint bids or consortium bids will not be entertained.

- e. A bidder, who is under a declaration of ineligibility by the Health University in accordance with ITB 3 or by any Department of Government of India or Government of West Bengal, at the last date for bid submission or thereafter during process of evaluation, shall be disqualified.
- f. Bidders shall provide such evidence of their continued eligibility satisfactory to the West Bengal University of Health Sciences, as the west Bengal University of Health Sciences shall reasonably request.

## **5. Requirements**

The bidders are cautioned to read the Schedule of Requirements carefully, as there may be special requirements. The requirements outlined are the minimum requirements for the services sought. The number of persons deployed and the services offered by them must meet the requirements mentioned in the Schedule of Requirements and the terms and conditions of the GCC.

### **B. Contents of Bidding Documents**

#### **1. Section of Bidding Documents**

- a. The Bidding Documents consists of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda/ Corrigenda issued in accordance with ITB 8.

##### **PART I Bidding Procedures**

Section I – Notice Inviting e-Tender (e-NIT)

Section II – Instructions to Bidders (ITB)

##### **PART II Requirements**

Section III – Schedule of Requirements (SoR)

Section IV – Bidding Forms (BDF)

##### **PART III Contract**

Section V – General Conditions of Contract (GCC)

Section VI – Contract Forms (COF)

- b. The WBUHS is not responsible for the completeness of the Bidding Documents and their Addenda/ Corrigenda, if they were not obtained directly from the source stated by the WBUHS in the e-NIT.
- c. The bidder is expected to examine all instructions, forms, terms, and requirements in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- d. All the Sections forming part of the Bidding Documents are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
  - i. the General Conditions of Contract and the Agreement,
  - ii. the Schedule of Requirements,
  - iii. the Notice Inviting e-Tender and the Instructions to Bidders,
  - iv. the Bidding Forms.

#### **2. Pre-Bid Meeting**

- a. A prospective bidder requiring any clarification of the Bidding Documents shall contact the authority of WBUHS in writing by sending an e-mail to the WBUHS's e-mail address at [asst.fo@wbuhs.ac.in](mailto:asst.fo@wbuhs.ac.in) or raise its queries during the pre-bid meeting.
- b. A pre-bid meeting will be convened to clarify the doubts of the prospective bids. The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the bid document after the pre-bid meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.
- c. Date of pre-bid meeting is mentioned in Time Schedule mentioned pre-page.
- d. Pre-bid meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the bid document and to get the views of the prospective bidders, or any clarifications sought by the prospective bids on bid terms & conditions / specifications etc., as part of ensuing transparency in the bid process. Response to pre-bid queries if any by the prospective bidders shall be based on the written letters from service provider at official letter head of the agency/ bidder.
- e. It is an opportunity for the prospective bidder to obtain all the details about the bid items, conditions governing the bids and also to get the explanation of any ambiguous condition that may be present in the bid document.
- f. It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc. requested by the Department of this Institution or funding authority, so as to make amendments in the bid document on the basis of expert advice.
- g. **Failure to attend the Pre-bid meeting will not be a disqualification**, but a loss of opportunity for the prospective bidders to understand about the items bided and the bid conditions.
- h. Online Submission of bids will be accepted only as per schedule.
- i. **The representations regarding the pre-bid meeting must be received on or before the pre-bid date and time otherwise the requests may not be considered.**

### 3. **Amendment of Bid Documents:**

- a. At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal.
- b. The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to the bid. Bidders are requested to browse e-Tender portal as mentioned by the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

### **C. Bid Submission**

#### **1. Costs of Bidding**

- a.** The bidder shall bear all costs associated with the preparation and submission of its bid, and the WBUHS shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **2. Language of Bid**

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

#### **3. Documents comprising the Bid**

- a.** The tender is to be submitted in two Bid System (Technical Bid or Bid A& Financial Bid or Bid B). The uploaded scanned document(s) should be legible, readable & not be repetitive. Uploading of illegible document(s) will not be accepted and will stand for rejection of bid.
- b.** The Technical Bid shall comprise of the scanned copies of the following documents in one folder:

##### **Statutory cover of Technical Bid containing:**

##### **To be filled in FORM folder:**

- Covering Letter (duly filled in) as per format given in Form- 1 of Section – IV (Bidding Forms)
- Qualification Information (duly filled in by the bidder), as per format given in Form – 2 of Section - IV (Bidding Forms)
- e-NIT Acceptance Form, as per format given in Form – 3 of Section - IV (Bidding Forms)
- Power of Attorney in favour of signatory of the bid, as per format given in Form – 5 of Section - IV (Bidding Forms)/ Board Resolution in favour of signatory of the bid, as per format given in Form – 6 of Section - IV (Bidding Forms)
- Letter of Financial Bid, as per format given in Form – 7 of Section - IV (Bidding Forms)

##### **To be filled in DRAFT folder:**

- Copy of the online submit receipt towards Earnest Money Deposit (EMD)

##### **To be filled in NIT folder:**

- e-NIT (Section - I) and Instructions to Bidders (Section - II) (uploaded with digital signature)
- General Conditions of Contract (Section - V)
- Schedule of Requirements (Section - III)

##### **Non-statutory (Other Important Documents- OID) Cover containing:**

##### **To be filled in CERTIFICATES folder:**

- Copy of PAN Card
- Copy of Bank Account documents (passbook and/ or bank statement)
- Copy of valid licence under The Contract Labour (Regulation & Abolition) Act, 1970
- Copy of Certificate of Registration under the Employees State Insurance Act, 1948
- Copy of EPFO Registration Certificate
- Copy of GST certificate/ letter recording GST identification number

- Copy of valid license under The Private Security Agencies Regulation Act, 2005
- Copy of Income Tax Returns for the financial years 2021-2022 ,2022-2023, 2023-2024 (assessment years 2022-2023, 2023-2024 and 2024-2025).

**To be filled in COMPANY DETAILS folder:**

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

**To be filled in FINANCIAL INFO folder:**

- Form - 9 with Audited Balance Sheet for financial years. 2021-2022, 2022-2023 and 2023-2024

**To be filled in DECLARATION folder:**

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

**To be filled in CREDENTIAL 1 folder:**

- A bidder must produce records satisfactorily evidencing supply of manpower for a minimum period of one year, of at least 50 in number to a minimum of 3(three) organisations in India deployed at a single site/ office of organisation, for carrying out security services and mechanized cleaning out of which 2 (two) shall be in hospitals/ health care facilities within following 3 (three) financial years, viz 2021-2022, 2022-2023 and 2023-2024.
- Client Certificate from the service recipients stating that the service has been satisfactory and no adverse report was obtained (minimum 2, out of which 1 shall be hospital/ health care facility).

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

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

**c.** The Financial Bid shall comprise of the BOQ which is to be filled in the following manner:

**To be filled in BoQ folder:**

- Financial Bid will be the sum total of rates quoted for 3 three financial years by the bidder (in INR) on per square foot of serviceable area per month basis for providing consumables, equipment, uniform and service charges etc of the FMS work including the overtime charges payment to the FMS staffs that may incur every month. Bidders will be paid separately manpower charges including their PF, ESI, Bonus as per the Minimum Wages Act, Government of West Bengal.
- There shall be no other sum payable on any head to the bidder. Bidders need to quote rate for the financial years 2025-2026, 2026-2027 & 2027-2028.
- The bidder is to quote the rate online in the space marked for quoting rate in the BoQ. GST and other taxes if any will be paid separately and that need to be mentioned in the invoice copies
- Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder.

#### **4. Letters of Bid and Schedules**

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

#### **5. Bid Prices:**

a) *The prices quoted by the bidder in the Financial Bid shall conform to the requirements specified below.*

b) *Financial Bid will be the sum total of rates quoted for 3 three financial years by the bidder (in INR) on per square foot of serviceable area per month basis for providing uniform and service charges etc of the FMS work including the overtime charges payment to the FMS staffs that may incur every month. Bidders will be paid separately manpower charges including their PF, ESI Bonus, as per the minimum Wages Act, Government of West Bengal. There shall be no other sum payable on any head to the bidder. Bidders need to quote rate for the financial years 2025-2026, 2026-2027 & 2027-2028. Some employees will get exact remuneration stated in point no-26 of the e-NIT.*

*The bidder is to quote the rate online in the space marked for quoting rate in the BoQ. GST and other taxes if any will be paid separately and that need to be mentioned in the invoice copies*

*C) The rate per square foot quoted by the bidder is not subject to any discount or adjustment.*

#### **6. Currencies of Bid and Payment**

- a. The rate shall be quoted by the bidder entirely in Indian National Rupees (INR) only otherwise it will be rejected.

#### **7. Documents Establishing the Qualification of the Bidder**

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

#### **8. Period of Validity of Bids**

- a. Bids shall remain valid for a period of 180 days after the bid submission deadline date prescribed by the WBUHS. A bid valid for a shorter period shall be rejected by the WBUHS as non-responsive.
- b. In exceptional circumstances, prior to the expiration of the bid validity period, the West Bengal University of Health Sciences request bidders to extend the period of validity of their bids. The request and the response shall be in writing. A bidder may refuse the request without forfeiting its Bid Security. A bidder accepting the request shall not be required or permitted to modify its bid.

#### **9. Format and Signing of Bid**

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

#### **D. Selection of Bidder**

- 1. Supply order will be issued to L1 Bidder(s). L1 Bidder(s) will be selected on the basis of **lowest amount offered against** item(s) mentioned in BOQ on the basis of **Item Rate** tender. Financial Bid notes may be looked into. Rate of BOQ is in INR (Indian Rupees) only.

2. In case of dissatisfaction, the TIA reserves the right to disapprove the offer of L1 bidder and go for the next lowest bidder.
3. Registrar, the West Bengal University of Health Sciences will not take any responsibility for the delay in submission of bid caused due to non-availability of Internet Connection, Traffic Jam etc. for the Online Bid(s).
4. The attempt on the part of the vendor to influence the Authority to whom the tender is being submitted or the **Tender Accepting Authority** will make the vendor liable for exclusion from the consideration of his tender.
5. No tender shall be withdrawn in the interval between the deadline for submission of tender and the expiry of the period of tender validity. Withdrawal of tender during the interval may result in the Bidder's forfeiture of Earnest Money Deposit.
6. The tenders not submitting any or all of the aforesaid requirement(s)/ document(s) shall be rejected.
7. Conditional tenders are liable to be out-rightly rejected.
8. The pre-qualification documents (Technical Bid) will be opened by the Tender Inviting Committee in presence of the Bidders available and present at as per time scheduled.
9. Financial Bids will be opened only after the formalities of opening of **Technical Bids** are completed. Tenderer is at liberty to be present or to authorized a representative to be present at the time of Opening of Tenders.
10. Bidders will have to present original requisite documents in support of uploaded documents for verification, if asked for.
11. In case it is found that two or more bidders have quoted same price for any item, the lowest bidder will be selected by the procedure adopted under **Memo No. 2320-F(Y) Dated: 07.06.2022 of Finance Department (Audit Branch)**.
12. E-Tender should be addressed to the Registrar, the West Bengal University of Health Sciences. Bidders may download tender documents from the websites: <https://wbtenders.gov.in>.

### **E. Evaluation and Comparison of Bids**

#### **1. Confidentiality:**

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

#### **2. Clarification of Bids**

- a. To assist in the examination, evaluation and comparison of the Technical and Financial Bids, the WBUHS may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by WBUHS shall not be considered. The WBUHS's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid, or, prices in the Financial Bid shall be sought, offered, or permitted.

- b.** If a bidder does not provide clarifications of its bid by the date and time set in the WBUHS request for clarification, its bid may be rejected.

### **3. Deviations, Reservations, and Omissions**

- a.** During the evaluation of bids, the following definitions apply:
  - i. “Deviation” is a departure from the requirements specified in the Bidding Documents;
  - ii. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
  - iii. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Documents.

### **4. Responsiveness of Technical Bid**

- a.** The WBUHS determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB.
- b.** A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
  - i. If accepted, would:
    - 1. affect in any substantial way the scope, quality, or performance of the contract; or
    - 2. limit in any substantial way, inconsistent with the Bidding Documents, the rights of the West Bengal University of Health Sciences, Government of West Bengal, or the bidder's obligations under the proposed contract; or
  - ii. If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- c.** The WBUHS shall examine the technical aspects of the bid submitted to confirm that all requirements have been met without any material deviation or reservation.
- d.** If a bid is not substantially responsive to the requirements of the Bidding Documents and is rejected by the WBUHS, it may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

### **5. Nonconformities, Errors, and Omissions**

- a.** The West Bengal University of Health Sciences waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- b.** The WBUHS may request that the bidder submit information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Financial Bid. Failure of the bidder to comply with the request of the tendering authority may result in the rejection of its bid.

### **6. Qualification of the Bidder**

- a.** The WBUHS shall determine to its satisfaction during the evaluation of Technical Bids whether bidders meet the qualifying criteria as specified in the Bidding Documents.
- b.** The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB.

## **7. Evaluation Criteria**

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

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

## **8. Evaluation of Financial Bids**

- a. The West Bengal University of Health Sciences only consider the amount quoted in the BOQ, for evaluation of the Financial Bid of the technically qualified bidder. No other evaluation criteria or methodology shall be permitted.
- b. In case it is found that two or more bidders have quoted same price for any item, the lowest bidder will be selected by the procedure adopted under ***Memo No. 2320-F(Y) Dated: 07.06.2022 of Finance Department (Audit Brach) [situation III: In case of tie bid]***.

## **9. The West Bengal University of Health Sciences Right to Accept any Bid, and to Reject any or All Bids:**

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

### **F. Agreement & Signing of Tender**

1. The successful Bidder, will have to execute a formal "Agreement" with ***the Registrar, the West Bengal University of Health Sciences*** at a "Non-judicial Stamp Paper" worth ₹100 (Rupees One Hundred Only) or above within 30(Thirty) working days from and after receiving the "***Letter of Acceptance***" and will submit one set of e-NIT Document duly signed and submit to this institute which will be treated as part of "***Agreement***".

#### **2. Signing of Tender:**

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

- ✓ A **sole proprietor** of the concern or constituted attorney of such sole proprietor;
  - ✓ A **partner of the firm**, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
  - ✓ Director or a principal officer duly authorized by the Board of Directors of the Company, if it is a company.
3. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, WBUHS, Salt Lake may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.
4. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer will be deemed as a contract and no separate formal

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

5. The selected tendering Firm/Sole Proprietor/Company shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to the West Bengal University of Health Sciences, Salt Lake.
6. The selected firm(s) should enclose a certificate in Form- 4, that it has not been black-listed by any Government Office/ PSU/ Semi-Government Office/ Autonomous bodies/ Corporate Body.
7. All terms and conditions as mentioned above will have to be accepted by the bidder(s). In case of violation of the terms and conditions of the contract, the Performance Security Deposit will be forfeited. The Performance security money (herein EMD converted into Security Deposit) as deposited will be returned after the contract period, **no interest will be paid against this Performance Security Deposit Money.**
8. Performance Security or Earnest Money Deposit:

Within 10 days of the receipt of Notification of Award from the West Bengal University of Health Sciences, the Selected Bidder shall furnish the Performance Security in accordance with the Agreement, issued by any scheduled bank drawn in favour of "the West Bengal University of Health Sciences", in the form given in Section - IV (Bidding Forms). Such Bank Guarantee, subject to verification shall be valid for a period of 12 months from the Notification of Award and shall be renewed by the Selected Bidder, for the subsequent years as well, if the agreement is renewed thereafter.

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20/11/26  
Registrar

The West Bengal University of Health Sciences



**SECTION – III**  
**SCHEDULE OF REQUIREMENTS (SoR)**

**ANNEXURE – A**

**QUALIFICATIONS AND EXPERIENCE CRITERIA FOR EACH CATEGORY OF MANPOWER**

Sl. No.	Manpower	Qualification	Experience
1.	Security Guard	Madhyamik (Class X pass) or equivalent	1-year prior experience in working at hospital/ health care facility/ small or large University/ Administrative Office.
2.	Security Supervisor	Graduate in any discipline	1-year prior experience in working at hospital/ health care facility/ small or large University/ Administrative Office.
3.	Sweeper/ Cleaner	Class VIII	1-year prior experience in working at hospital/ health care facility/ small or large University/ Administrative Office.
4.	House Keeping Supervisor	Graduate in any discipline	1-year prior experience in working at hospital/ health care facility/ small or large University/ Administrative Office.
5.	Facility Manager	Graduate in any discipline	1-year prior experience in working at hospital/ health care facility/ small or large University/ Administrative Office.

**Employment of qualified and licensed personnel for Pest Control: -**

The contractor shall ensure that ***no unlicensed vector control technicians or uncertified vector control workers shall be employed*** by him or any sub-contractor, in the execution of any part of the works. The contractor shall note that the employment of any unlicensed/uncertified vector control technician/ workers is a breach of the control of vectors and pesticides Act Chapter59 (CVPA).

N.B. - If the Service Provider wishes to engage any staff possessing qualifications lesser than the minimum qualifications, but having experience greater than the minimum criteria, the West Bengal University of Health Sciences, Salt Lake, Kolkata shall allow such manpower to be deployed upon receiving a formal request from the Service Provider in this regard and upon being satisfied that such staff will be able to render the requisite service satisfactorily.

**ANNEXURE – B**  
**SCOPE OF SERVICES**

The services being rendered by the Service Provider has been broadly classified into Two types of services, viz.

- Providing Security Services and
- Providing Mechanized & Automated Cleaning and Manual Campus Cleaning of open areas
- Pest Control Services
- Horticulture Services

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

- a) Ensuring complete security to the life and property of the doctors, staff, employees & visitors of the University and to the assets and movable properties of the doctors, staff, employees& visitors of the university.
- b) Safeguard against trespass.
- c) Security covers to various official functions within the facilities.
- d) Regulation and control of vehicular traffic.
- e) Maintenance of vigil and undertaking surveillance for control of untoward incidents, specially involving the outside elements.
- f) Controlling entry of stray cattle, canine and feline menace.
- g) The West Bengal University of Health Sciences authority will look after the maintenance of day-to-day discipline and smooth functioning of all activities.
- h) Providing timely intelligence inputs to the West Bengal University of Health Sciences authority proactively.
- i) Timely switching on/ off of common lights.
- j) Checking and preventing encroachment of the boundaries of the university.
- k) Dealing with and escorting postmen, incoming couriers etc and preventing entry of unauthorized persons.
- l) Collecting, safeguarding and handing over letters sent via registered post, speed post and by courier in respect of any absentee.
- m) Sent or rearrange trunks, cartoons, almirahs etc. as an when required and directed by the appropriate authority of the West Bengal University of Health Sciences.
- n) Checking and searching of bags of visitors at any point of time, if the situation demands.
- o) Preventing access of unauthorized persons.
- p) Recording access/ movement of men, labour, vehicles etc. through the designated gates.
- q) Taking steps to ensure that flower pots, plants, trees and grass lawn are not damaged either by any person or by visitors or by stray animals.
- r) Performing flag-hoisting and at the university premises on the occasion of National Festivals like Independence Day and Republic Day as directed.
- s) Undertaking training to extinguish fire with the help of fire extinguishing cylinders and other fire-fighting materials like hydrants and sprinklers.

- t) In emergency situations, participating in disaster management plans of the appropriate authorities and undertaking such training for rendering necessary help in the emergency situations.
- u) Adherence to Standard Operating Procedures (SOPs) prepared by the West Bengal University of Health Sciences authority.

**B. The Services which will be required to be rendered within the ambit of Housekeeping Services are as follows:**

- a. Mechanized & automated cleaning of
  - i. General areas: Cleaning is to be as per Standard Operating Procedure (SOP) of Low-Risk areas given here in below. Frequency of cleaning will be as per Cleaning Schedule given here in below.
  - ii. Toilets Cleaning: Cleaning is to be as per Standard Operating Procedure (SOP) of Toilets cleaning given herein below. Frequency of cleaning will be as per Cleaning Schedule given herein below.
  - iii. Corridor Cleaning; Cleaning is to be as per Standard Operating Procedure (SOP) of Corridor Cleaning given herein below. Frequency of cleaning will be as per Cleaning Schedule given herein below.
  - iv. Elevator Cleaning: Cleaning is to be as per Standard Operating Procedure (SOP) of Elevator Cleaning given herein below. Frequency of cleaning will be as per Cleaning Schedule given herein below.
  - v. Staircases: Cleaning is to be as per Standard Operating Procedure (SOP) of Staircases Cleaning given herein below. Frequency of cleaning will be as per Cleaning Schedule given herein below.
  - vi. Window Cleaning: Cleaning is to be as per Standard Operating Procedure (SOP) of Window Cleaning given herein below. Frequency of cleaning will be as per Cleaning Schedule given herein below.
  - vii. Office Room/ i/c attached toilet: Cleaning is to be as per Standard Operating Procedure (SOP) of Consultant Room/ Faculty Room Cleaning given herein below. Frequency of cleaning will be as per Cleaning Schedule given herein below.
  - viii. Common Room: Cleaning is to be as per Standard Operating Procedure (SOP).
  - ix. Open Area /Outer Area/ Terrace: Cleaning is to be as per Standard Operating Procedure (SOP) of Outer Area cleaning.
  - x. Kitchen & Canteen area: Cleaning is to be as per Standard Operating Procedure (SOP) of Structural glazing/curtain glazing of desired area cleaning.

N.B: There will be zero tolerance for dust and dirt in the facilities. The Service Provider is required to maintain highest standards of sanitation.

**C. The Services to be rendered within the ambit of General Pest Control, Rodent Control, Termite Control are as follows:**

- a. **Initial Building Inspections**
  - i. The Contractor/Agency shall complete a thorough, initial inspection of each building or site prior to quoting the bid. The purpose of the initial Inspections are for the Contractor to evaluate the Pest Control needs of all locations and to identify problem areas.
  - ii. The Contractor shall be responsible to carry out a baseline survey to identify the state of general pest control, rodent control and termite control. Toilets Cleaning: Cleaning is to be as per Standard Operating Procedure (SOP) of Toilets cleaning given herein below. Frequency of cleaning will be as per Cleaning Schedule given herein

- below. The listed areas must be covered & payments will be made on the basis of the satisfactory work done certificate from the concerned department(s)/section(s).
- iii. Contractor shall also take all precautions to ensure that no damage/ staining happen to any furniture, fixture surface by way of spray used by them or their staff. In case the said surfaces are damaged or gets dirty the contractor shall ensure that the persons deployed by him clean the said surfaces immediately.
  - iv. In case of any adverse impacts on human health, selected agency will liable for such impacts with costs or this may cause termination of contract.
  - v. The bidder shall have valid license for providing pest control under the insecticide rules.
  - vi. If rate of any item in fraction then it will be nearest rounded figure, that is 0.50 or above will be calculated to next rupee and below 0.50 will be ignored.
  - vii. All the materials, equipment tools including disinfectants and other ancillaries which are required for this work shall be arranged by the contractor at his own cost.
  - viii. The Contractor has to provide sufficient manpower including one supervisor, Equipments, tools and tackles, their accessories/refills pertaining to Pest Controls Services.
  - ix. The contractor has to provide supervisory and management support by his own staff to get the maximum output from the Pest Control Service force provided to the West Bengal University of Health Sciences. Teaching and training for the same has to be done by the Contractor. The man and material needed for the management of the Pest Control Services staff will be the responsibility of the Contractor.

**D. The Services to be rendered within the ambit of Horticulture are as follows:**

- i. All materials required for completion of the maintenance work are to be supplied by the contractor unless mentioned otherwise. In case of new works, only plants/saplings/seeds shall be provided by the WBUHS. All other requisite earth cutting/filling work, labour, pesticides, manure, gudai etc. included in the scope of work shall be at the cost of bidder.
- ii. Services shall include all applicable wages which shall not be less than the minimum wages as prescribed under the Minimum Wages Act as amended from time to time to Malis (semiskilled), skilled Malis and the supervision costs needed during execution of any item and the tenderer/contractor shall deploy experienced skilled Malis on full time basis who would be able to take instructions, ensure full presence of workmen at sites and carry out day to day jobs smoothly. Nothing extra shall be paid on this account to the contractor.
- iii. Water and power shall be provided by WBUHS, free of cost. The contractor shall not tap any fire hydrant/ water point /electrical point before obtaining prior approval of WBUHS. Water and electricity shall be made available at specified locations as per decision of WBUHS and the contractor shall make his own arrangements for distribution of water and power by use of pipes/cables.
- iv. Pesticides should be of approved standard quality and brand with recommended composition and they shall comply with the respective Indian Standard Specifications.
- v. The plants/hedges etc. should be kept healthy & free from warm, infections.
- vi. The work should be completed in good engineering /horticulture practice, neatly dressed, set & cut to enhance the environment.
- vii. The watering to plants, hedges and grass shall be done on regular basis as per requirement to ensure their healthy life.
- viii. The area should be maintained free of foreign material, wastes, unwanted growth, shrubs, waste grass, weeds etc. The required quantity and quality of pesticides shall be used to maintain the work free of infections.
- ix. Geru powder / white lime, as required, shall be provided and used by the contractor within quoted rates.

- x. Contractor should advise on various options of seasonal flowers and the saplings for the same shall be provided by WBUHS free of Cost. However, contractor shall plant the saplings as required complete with labour and incidentals within the quoted rates.
- xi. The contractor shall be responsible for the safety and healthy growth of existing plants. Any replacement required shall be done by contractor within the quoted rates.
- xii. The contractor shall be responsible for dressing/cutting /settling of existing hedges around the blocks/flats within quoted rates.
- xiii. The contractor may advise WBUHS for needed horticulture development work beyond the scope of contract. If agreed, WBUHS may get the same done from him on prevailing market rates by reimbursing cost of plants and labour, cartage, 10% taken as contractor's overheads and profit.
- xiv. The contractor shall depute gardeners for watering during water supply hours as restricted water is available in the Colony. Carriage of water by trolley as needed shall be responsibility of the contractor.

**Extra Items/Substituted Items for Horticulture Work:**

In respect of any Extra/Substituted Items ordered to be executed, the rates payable shall be derived as follows:-

- i. If the rates for the additional, altered or substituted works are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work shed the same rates, as specified in the contract.
- ii. If the rates for the additional, altered or substituted work are not specifically provided in the CONTRACT for the work, the rates will be derived from the rates for the similar class of work as are specified in the CONTRACT for the work. The opinion of the WBUHS as to whether or not the rates can be reasonably so derived for the item in the contract will be final and binding on the contractor.
- iii. If the rates for altered, additional or substituted work which cannot be determined in the sub-clause (i) & (ii) above same shall be worked out on the basis of the market rates for materials, carriage, and labour for the work by adding 10% as Contractor's profit which will be inclusive of incidental charges and overhead costs. For the purpose of coefficient for labour, wastage and material shall be adopted from the PWD analysis of rates/standard schedule of rate as decided by the WBUHS. If the items does not exist in PWD analysis of rates/ standard schedule of rates, the coefficient for labour wastage and material shall be adopted as per standard engineering practice and the decision of WBUHS in this regard shall be final and binding on the contractor.

**Inspection of Horticulture Work:**

The work is subject to inspection at all times by the Site Office In charge, WBUHS. The contractor shall carry out all instructions given during the inspection and shall ensure that the work is carried out according to the terms and conditions, specifications of this tender. The contractor is advised to take the prior approval of WBUHS for all the materials used for this work.

**Security:**

The contractor shall have the total responsibility for all the equipments and materials in his custody, stores used, semi-assembled land / or erected by him at site. All materials of the contract shall enter or leave the site only with the written permission of WBUHS official.

N.B: There will be zero tolerance for dust and dirt in the facilities. The Service Provider is required to maintain highest standards of sanitation.

<b><i>Standard Operating Procedure of Cleaning of General area</i></b>
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Objective: To clean and maintain general areas as per highest cleaning standards. Identified general areas.

Public areas

Waiting areas

Corridors

Basement

Staircases

Elevators

Library/Store

Administrative Offices

Kitchen & Canteen Area

Outer Area, Lawn, Garden, Terrace

Activity	Material Used
Dusting	Damp Duster with 1% Bacillocid2% R-2
Hovering	Vacuum Cleaner
Scrubbing	2%R-2 & Spiral
Mopping	1%Hypochlorite/Mikrobac Forte

Description:

Remove all garbage from the dustbins.

Dust the entire area with a damp cloth or when necessary, with Bacillocid solution.

Vacuum cleans the entire area.

Mop the floor with 1% Hypochlorite/Mikrobac Forte.

After each shift mops should be dip into 1% Sodium Hypochlorite for re-use.

Scrubbing of the above-mentioned areas to be done thoroughly every week with 2% R-2.

Spiral solution.

Once a week area to be polished with terenova.

Polished area needs to be buffed on daily basis.

Curtain or divider should be washed/changed on weekly basis.

Thorough cleaning of the areas to be done once in a week.

Maintenances to be noted in checklist and fed in the computer on daily basis.

<b><i>Standard Operating Procedure of Corridor cleaning</i></b>
---

Objective: To clean corridor within the facility safely and with as little interference as possible with daily activities and to minimize the potential risk associated with wet floor.

Description:

Place “Wet floor” caution signs at both ends of corridor to alert staff and visitors to a potential risk.

Brush the floor with feather duster.

Check the cobwebs in and around the wall and pillars.

Wet mop all corridor, covering only half of the width at time. This allows safe foot traffic at all times.

Wet mop the remaining half of the corridor only when the first half has dried completely.

React to an emergency code in the area being cleaned by moving all machines and supplies (except “Wet floor” signs, which should remain in place to mark potentially slippery areas) out of the main traffic area to avoid interfering with emergency personnel.

<b><i>Standard Operating Procedure for Elevator Cleaning</i></b>
--

Objective: To clean elevator cars, tracks, interiors and exterior of doors safely with as little inconvenience to the passengers.

Material required

Step ladder

Rags

Dust Mop

Bucket with wringer

Wet Mop

Disinfectant detergent

Hand vacuum

D-7/Steel polish

Small brush

Rubber gloves

Description:

Take the elevator to a non-patient, non-public floor for cleaning and turn off with key.

Mix disinfectant detergent in pail and bucket.

Remove the light diffusers carefully & clean with damp cloth soaked in disinfectant detergent. Wipe dry to prevent streaking and replace.

Dust mops the floor.

Vacuum the tracks with vacuum equipped with crevice tool.

Clean channel on regular basis.

Weekly cleaning with cleaning kit as per standard practice.

<b>SCHEDULE FOR CLEANING ELEVATORS</b>		
9:00 A.M.	10:00 P.M.	11:00 A.M.
2:00 P.M.	12 MIDDAY	1:00 P.M.
5:00 P.M.	3:00 P.M.	4:00 P.M.

### ***Standard Operating Procedure of cleaning the Staircases***

Objective: To clean staircases with as little inconvenience to the users

Description:

Dusting of stair case railing.

Sweeping with feather brush/vacuum clean. Corners cleaning weekly.

Pay attention to hand marks, smudges, and snuffs on the railing and glass panels.

Finally mop the floors.

Report any maintenance requirement to the Housekeeping Supervisor immediately.

Hourly mopping/touch up with hand mop to be given to maintain it.

Heavy cleaning and scrubbing should be carried out at night.

Check corner properly for the dirt.

Check for the cobwebs on regular basis.

### ***Standard Operating Procedure of Window Cleaning***

Object : To maintain a clean and smudge-free surface on interior and exterior glass and mosaic tiles

Equipment:

R-3

Squeeze with Handle

Window Cleaner

Small Plastic Bucket

Clean Rags

Sponge

Glass Scraper

Window Brush

Description:

Prepare window cleaning solution

Place window brush into solution

Apply solution to window surface using 's' strokes.

Use squeegee, starting at bottom corner and working upward along outside edge, across top, then downward using 's' stroke.

Dry squeegee blade as needed with clean dry cloth

Remove any solution remaining on window frames or ledge with clean cloth.

Clean equipment and store properly.

Some areas may require the use of a glass scraper to remove tough stains.

<b><i>Standard Operating Procedure of cleaning the Office Room/common Room etc</i></b>
--

Objective: To clean and service consultant room to provide the staffs & consultant with clean, hygiene & aesthetically appealing room on check up

Open the room

Open the blinds, check cords / louvers etc.

Check the air conditioning, water supply, light, partition curtains etc.

Note down damage or missing items. Inform supervisor if anything misplaced, damaged or needing repair.

Remove garbage from garbage bins & change garbage bags.

Clean the room with feather brush and dustpan.

Make the examination bed with fresh stain-free linen.

Dust items located on wall & high area clockwise and anti clock wise around the room. Items include: - picture frame, light fixture, & glass panes & ledge.

Check for the cobwebs in and around the wall and pillars.

Dust air conditioning vents with feather brush.

Dust the table beginning with top surfaces and working your way down to the base & legs.

Chairs / sofa repositioning.

Wipe down light switches & clean any smudges on surrounding wall areas.

If there is any stain on the wall please try to remove it if can be removed, if not, inform the university authorities for touch up.

Scrub floor with spiral and scrubbing machine.

Remove the water with wet vacuum.

Wash flask, tray, and glass.

Replace tissue box, Fill up the soap solution.

Mop the room with disinfectant.

Take one last look to see everything is in order, clock is working etc.

Spray a whiff of freshener and close the room door.

Corner to be cleaned thoroughly once a week for the dirt not to be accumulated there.

<b><i>Standard Operating Procedure for Toilets Cleaning</i></b>
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Objective: To provide clean, hygiene and bacteria free toilet to the staffs and for guests

Material/Chemicals used

R-2 Hygienic hard Surface Cleaner concentrates (Normal area 20-50 ml. in 1 Litre of water).

R-3 Glass cleaner concentrate (Normal area 20-50 ml. in 1 Litre of water)

R-4 Furniture Maintainer (Ready to use product).

R-5 Room Freshener (Ready to use product).

R-6 Toilet bowl/W.C. cleaner (Ready to use Product).

R-9 Bathroom Cleaner Concentrate (Normal area 50-100 ml. in 1 Litre of water).

Spiral Solution Floor cleaner concentrate (Normal area 20 ml. in 1 Litre of water).

Toilet Brush

Scrubber/Scotch Brite.

Hand mop

Dusters

Corner brush

Soap solution

Toilet Roll, Odonil, urinal cubes & naphthalene bowl.

Description:

Check all maintenance in washroom.

Remove all garbage from garbage bins and change garbage bag.

Apply R-6 in WC/toilet pot properly.

Scrub tiles, washbasin all fittings & fixtures nicely with R-9.

Wash tiles, washbasin all fittings & fixtures nicely.

Scrub toilet bowl from inside and outside.

Wipe all tiles, fixtures, fittings, washbasin & WC (seat cover and outside WC).

Clean mirror with R-3, no water marks, frame edges clean.

Scrub and mop washroom floor from inside to outside.

Check & fill liquid soap, toilet roll, tissue paper, Odonil, urinal cubes & naphthalene bowl.

Spray air freshener.

Sign on toilet checklist behind main door.

### ***Standard Operating Procedure for cleaning the Open/ Outer Area***

Objective: To provide clean environment to the visitors, staffs & guests regularly.

Description:

Outer area should be cleaned thoroughly at night.

Pick up the things littered around the university premises in the morning.

Brooming of designated area includes & front area have to be done first.

Brooming of courtyard, cascade area & back area of the University to be done afterwards.

Once area is thoroughly cleaned, touch ups to be given to the heavy traffic areas till evening.

Every Sunday thorough cleaning of cascade, courtyard and fountain area to be done.

Once a month total area should be washed properly.

Check for cobwebs on wall and pillars of outer areas on regular basis.

Area should be brushed at least thrice a day.

### ***Standard Operating Procedure for cleaning the Structural Glazing/Curtain Glazing of Desired Area***

Objective: To provide clean environment to the visitors, staffs & guests regularly

Cleaning of fixed glass panes/ structural glazing/ exterior mosaic tile area curtain glazing of desired area from outside, using Spiderman method including removal of bee-hives if any once in a month and bird dropping etc. including cleaning on Polycarbonate sheds provided on all three ramps and other area at the facilities.

Dynamic Rope

Seat Harness

GriGri

Shunt

Suction pad

Cleanser (all clean)

R3 brush

Wiper

Scraper

Helmet

Bucket

Duster

<b><i>Subject: Cleaning of the water closet</i></b>
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**Materials required:**

- R-6/Harpic
- Vim powder(To be used as per the Housekeeping Supervisor instructions)
- Pine gold/Disinfectant
- Dettol
- Nylon scrubber
- WC brush
- Discard towels

**Check For:**

- Continuous flow of water,
- Flush timer,
- Missing or broken shoes/buffers,
- Stained/scratched/broken/cracked/WC or WC seat,
- Leakages under WC.

**Process:**

- Flush out the water and spread R-6 all over the rim of WC and leave it for five minutes.
- Scrub the seat and the seat cover with cleaning agent.
- Wash it with water.
- Using the WC scrub brush, thoroughly clean the WC and flush.
- With a clean discard, wipe the WC, WC pipes and underneath the WC bowl.
- Push out the water from the bowl and put pine gold in it.
- Wipe the WC with clean discard.
- Wipe the WC with Dettol.
- In case of any stubborn stains, report to the supervisors.
- Do not use any hard abrasive on the WC.
- Check under the grooves and rim of WC for sparkling cleanliness.

<b><i>Subject: Cleaning of the Washbasin</i></b>
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**Materials required:**

- Cleaning agent-R-1
- Nylon scrubber
- Discard towel
- Toothbrush

**Procedure:**

- Check the washbasin for cracks, loose fitting.
- With the scrubber and cleaning agent scrub the washbasin and counter taking care to scrub the rim and the drain corners properly with a toothbrush. Remove all the trays and other item from the counter before starting.
- Take out the washbasin stopper and remove any hair sticking on the washbasin stopper jail.
- With the help of a toothbrush, clean the plastic jali properly removing any slime or stains from it.
- Rinse the cleaning agent properly from the basin and dry it with a dry discard.
- With a wet discard, wipe the bottle trap to remove any dust or cobwebs from it.
- Lastly, pour some pine gole into the drain so that the water in the bottle does not give any odor and the washbasin is properly sanitized.

**Standards to be maintained:**

- Washbasin should be sparkling clean.
- Fitting should be shining after cleaning them with a mild-cleaning agent. There should be not watermarks.
- Polish the fitting with chrome polish.
- The bottle trap should be free of dust and cobwebs.
- No hard abrasive to be used to prevent scratching.
- In case of any stubborn stains, report to Housekeeping Supervisor immediately.

***Subject: Cleaning of Marble surfaces/Granite/Tiles.***

**Materials required:**

- Mild cleaning agent (Bath/Spiral Solution)
- Scrubber
- Clean discard

**Procedure:**

- Scrub the surface with mild cleaning agent and a scrubber.
- Rinse the surface thoroughly.
- In case of excessive stains seek marble polisher's help.
- For any stubborn white-water marks on floor corners spray super gel and leave for 5 minutes and rinse with wet and dry the floor with the help of discard.
- Once a week area needs to be polished with terenova.
- Daily areas need to be buff.
- Use only dry mops.

***Subject: Cleaning of Chrome fittings***

**Materials required:**

- Cleaning agent-R-1 D-7
- Discard
- Toothbrush
- Sponge
- Chrome polish

**Procedure:**

- Clean the surface with a cleaning agent and a sponge.
- Rinse thoroughly
- Wipe dry with a towel discard.
- Apply chrome and shine.

**Standards to be maintained:**

- Check for any loose screws, corroded or tarnished fittings, leakage, bends and dents, rust, salt deposition, detached chains.
- All fixtures should be free of dust and depositions.
- They should be chromed as and when needed, it tarnished.
- If polish is not available use Vim to shine.

***Subject: Brass polishing of movable fixture***

**Materials required:**

- Dara
- Flannel cloth
- Tooth brush
- Safety goggles
- Tamarind or lemon wedges.

- Mild detergent

Procedure:

- Wash the article in a mild soap solution to remove dust, dirt, and mud.
- Wipe dry with a soft cloth
- Apply Dara with a soft towelling discard and rub the metal
- Wipe off polish with a discard and shine it with a soft flannel for final finish.

***Subject: Cleaning of upholstery***

Material required:

- Upholstery brush

Procedure:

- Check the upholstery for any loose threads, wobbly legs, nails sticking out, any pasting needed and any pot latch ups.
- With the help of upholstery, brushes vigorously the dust starting from one end always remember to brush all the weave not against the fabric.
- Brush the corners of the upholstery thoroughly.
- In case of any stains spotting and shampooing to be done.
- Make R-102 Solution for stain removing. Spiral can be used if R 102 is not available.

***Subject: Cleaning of Looking mirrors***

Material required:

- Glass cleaner
- Feather duster
- Flannel cloth
- R-3

Procedure:

- Dust the top of the glass with the feather duster to remove dust.
- Neatly fold the glass cloth and spray glass cleaner on it and wipe the surface in a sideways motion or top to down.
- Clean any oil stains or smudges on the mirror.
- Finally, wipe with a lint free cloth.
- The mirror should be sparkling after being cleaned.

***Subject: Cleaning a glass window***

Materials required:

- Glass cloth
- Glass cleaner
- Damp cloth should be lint free
- 2" paint brush
- Dust pan
- Feather duster

Procedure:

- Check the cracks, loose glass.
- Wipe the window glass and frame with a dry cloth of feather duster to remove loose dust.
- Take a brush and clean the grooves.
- Check the window or lock hinges. The latch should not be creaking.
- Spray some glass cleaner onto a cloth and start wiping the outside of the window from top to downward.

- Check the window for any stubborn stains.
- Clean the glass from inside. Finally wipe with a yellow flannel cloth.
- Check for any stains and fingerprints.

<b><i>Subject: Cleaning of Telephones</i></b>
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**Material required:**

- Dettol
- Cleaning agent
- Discards
- Toothbrush

**Procedure:**

- Check the telephone for loose wires, clarity of voice, proper functioning of the buttons, proper dial tone, etc.
- Clean the telephone with the help of a tooth brush and the cleaning agent.
- Clean the hand set, around the buttons, grooves and the corners and telephone cradle.
- The telephone should be cleaned patiently as it takes a long time to remove accumulated dirt from the grooves of the telephone.
- The wire should also be cleaned with a wet cloth starting from the end pulling to the other end. If the wire is too dirty or has carbon stains it should be washed after soaking it in mild detergent for a few minutes.
- Lastly disinfect the mouthpiece with a fresh Dettol duster.

<b><i>Standard Operating Procedure for compliance of Biomedical Waste Disposal Guidelines</i></b>
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**DEFINITIONS**

**Categories of waste**

1. General waste - paper, cardboard, unbroken glass bottles.

**RESOURCES REQUIRED-** To be provided to be used mainly in **Black bag**.

**METHOD AND PROCEDURE**

- i. General Waste will be collected in black bags and will be kept at the SNPH General Waste Room by the contractor. or
- ii. General waste will be collected in black bags and will be disposed at the municipal garbage collection pit for collection by municipal garbage collectors.

**The following shall be followed: -**

- a) Segregation will be done at source.
- b) Bins will have bio-hazardous sign on them.
- c) Sweepers/ Cleaners will wear gloves and masks before collecting the garbage.
- d) Bags will be secured when they are 3/4th full and will be clearly labeled with the date, time and respective floor.
- e) While handling the bag, it must be held at the closed top and away from the body.
- f) If a bag is found broken or not completely sealed then it should be double bagged into a second bag.
- g) Garbage will be transported in designated trolley to the storage area.
- h) Waste storage area must be inspected every week for spills and contained deterioration and the inspection must be documented.

- i) Before collection by the outside vendors, the garbage bags have to be weighed and the details like date, time floor, weight will be entered in the Garbage Register by the Housekeeping Supervisor in presence of security staff.
- j) Biomedical Waste Management and Handling Rules, 1998 amended in 2000 shall and subsequent amendments, if any shall be adhered to.

## **Personal Hygiene & Etiquette and Manners**

### **Personal Hygiene**

- ✓ Staff must take bath daily.
- ✓ Staff to have regular haircut and keep it clean. It should not appear greasy, oily or unclean.
- ✓ Men must shave daily. Those sporting moustaches must keep them clean & trimmed. Moustaches must not be below upper lip.
- ✓ Teeth must be brushed immediately before coming on duty. Do not eat onion or garlic or smoke before the beginning of the shifts. Please use a mouth wash.
- ✓ Nails should be kept short & clean.
- ✓ Hands must be free of stains and skins break. Cut and burns must be covered with the correct dressings and do not be left exposed. Wash hands with soaps after using toilet or after eating or handling refuse.
- ✓ Uniforms should be clean, laundered & ironed. Change uniforms regularly. Change personal clothes every day. Uniforms should not be worn outside the working premises and when not on duty.
- ✓ Shoes must be kept clean and free of stains. Shoes must be aired daily. Use socks that absorb moisture and change them every day. Talcum powder must be used in between toes to keep it from the smelling.
- ✓ Adequate sleep and rest, maintaining healthy diet, with regular exercises will contribute in enhancing your alertness, your attentiveness and your overall personalities.

### **Etiquette and Manners**

#### **A. Talking to visitors / attendants**

- ✓ While talking to visitors / attendant always smile.
- ✓ Maintain interest & helpful expressions.
- ✓ Always look into the eyes of the person, maintaining eye contacts.
- ✓ Keep a distance of 2 feet while addressing them.
- ✓ Speak softly and clearly in your natural tone without using unnecessary hand movements & facial expressions.
- ✓ Maintain a very professional relationship with them and avoid getting personal.
- ✓ Never speak poorly of any colleague or of the organization with them.
- ✓ Do not bite nails or run hands through the hairs.
- ✓ Do not touch the nose or eyes or ears or the face.
- ✓ Chewing gums or other eatables must not be in the mouth.
- ✓ Cover your mouth with a handkerchief while coughing or sneezing.

#### **B. While standing in public areas**

- ✓ Stand erect, balancing the weight on both the feet and keeping the shoulders straight with the stomach in.
- ✓ Hands should be kept on the side or behind. Hands must not be in the pockets or on the hips or folded across the chest.
- ✓ Do not lean against a counter or against a wall or any other thing.
- ✓ Maintain poise at all times.

#### **C. While Walking**

- ✓ Walk at even pace without making any sound of the footsteps or running.
- ✓ Give staffs / attendant way if approaching or if you are near door, then open the door for the staffs / attendant.

- ✓ Always walk on the left-hand side.
- ✓ Walk erect, maintaining poise at all the time.

**D. While talking to colleague**

- ✓ Speak softly & politely in floor.
- ✓ Do not use slangs or abusive language.
- ✓ Be aware of telecoms while in floor area.
- ✓ Do not shout in to the phone.
- ✓ Avoid personal calls at work.

In addition to what has been provided in the Scope of Services, the National Guidelines for Clean Hospitals applicable to Tertiary Care Hospitals, Hospitals associated with Medical Colleges & Super-Specialty Hospitals in India, 2015, published by Ministry of Health & Family Welfare, Government of India and the standards prescribed thereto will be applicable for the services being rendered by the Service Provider, to the extent it is not contrary to the Schedule of Requirements.

The performance of the Service Provider will be evaluated as per performance indicators devised by the authority of WBUHS in terms of what has been provided in the Schedule of Requirements or otherwise and compared against measurable performance benchmark to know the level of performance. The Service Provider thus shall make its best efforts at all material times, to score favourably in terms of such performance indicators devised by the authority of WBUHS.

**Duties and Responsibilities of the FMS Supervisor:**

1. To monitor and ensure proper housekeeping activities are conducted at the university as per specifications.
2. To brief all sweepers/ cleaners regarding their duties, designated areas and special instructions, if any.
3. To create awareness and train all sweepers/ cleaners regarding methods and the specifications, and to inform them of any changes in routines or specifications.
4. To de-brief all sweepers/ cleaners at the end of each shift.
5. To monitor that the sweepers/ cleaners are cleaning in the manner as prescribed in the SOP in order to ensure that all service areas are covered in the best possible means.
6. Educate the sweepers/ cleaners on Bio Medical Waste Management/Common Waste practices to ensure collection, storage and disposal of waste is carried out as prescribed.
7. To inform all discrepancies and maintenance requirements brought to notice by the sweepers/ cleaners and by the supervisor's own observations to the university authorities immediately.
8. To ensure discipline, proper attire and etiquette of all sweepers/ cleaners reporting to him.
9. To maintain the daily attendance record, absentee list and list of stand-by personnel called for duty.
10. To ensure that janitor closet and storage areas are maintained in a neat and orderly manner at all times.

**Duties and Responsibilities of the Sweepers/ Cleaners:**

1. The cleaning activities are to be undertaken as per the cleaning schedule mentioned for each functional area.
2. As per schedule mentioned, clean all rooms (both inside and outside), doors, windows, grills, fittings, furniture, corridors, ceiling (high cleaning), lift cabins, surface areas and flooring of the entire campus, parking areas by using suitable /standard cleaning equipment / chemicals. High dusting of corners, ceiling fixtures and so on will be performed as per schedule given.
3. Empty and clean the trash receptacles in the common areas sweep the staircases, landings and prescribed areas.
4. The Computers & Computers Peripherals, if any, telephones, all electrical equipment to be dusted under supervision of the user/ staff/ employee.
5. Clean properly all equipment used and keep them at the designated places.
6. Clean the different signage of the common areas.
7. Any such stains / marks, which cannot be removed easily without affecting the surface or existing paint, should be brought to the notice of the FSM Supervisor.
8. Any condition of the building requiring repair or attention should be brought to the notice of the FSM Supervisor, as soon as possible.

9. The Sweepers/ Cleaners should be alert and observe any discrepancies in the fittings, fixtures and other such items in the designated areas. Any such discrepancy should be reported to the FSM Supervisor promptly.
10. All floors to be cleaned using only disinfectants as mentioned in the SOP and also as specified by the University authority.
11. All Corridors should be cleaned of cobwebs once in a week on the scheduled days as per Cleaning Schedule.
12. All sun-shades and roofs should be cleaned once in a week on the scheduled days as per Cleaning Schedule.
13. Cleaning of the entire premises (including all vacant spaces) every day.
14. Ensure that there is no open air defecation, urine, spitting, etc., and to maintain a pollution free environment.
15. Regularly check out the toilets and other washing areas for any taps left open.
16. Collect the waste generated in the bins provided by the university, segregate them as per colour classifications and transport the same to the rooms earmarked for collection by at the ground floor of the university premises for collection by centralized waste management contractor. Garbage room of the University and the bins should be regularly cleaned and kept covered.
17. Provide necessary help in the segregation of different waste and in the proper disposal of the same.
18. Clean the drains within the university premises regularly and ensure no clogging.
19. Clean and de-silt on a periodic basis the overhead tanks, sumps and septic tanks of the university as per Cleaning Schedule.
20. Clean all bathrooms, toilets, wash area, wash basin, sinks, etc. by using suitable cleaning equipment / chemicals as per cleaning schedule. All toilets should be washed with disinfectants as per Cleaning Schedule.
21. Clean and disinfect the underground and overhead tank periodically after emptying the water from the tanks, as per instruction of university authority.
22. Clean the terrace periodically, as per instruction of university authority.
23. Maintain SOP for Housekeeping as mentioned in the Bidding Documents.

### **Facility Management Service**

For better management and smooth services, the following monitoring mechanism will be adopted by the Service Provider: -

1. Cleaning Checklist - This is to be attached on the back of the toilet door. It is to be filled up by the Sweepers/ Cleaners on hourly daily.
2. Management Requirements/ Complaints Report - This is to be filled up by the Facility Manager of the Service Provider who receive/observe the complaints/requirements for any of the services. All suggestions, complaints related to services or staff deployed by the Service Provider will be registered at site on a computer and should be reported to the Registrar of the WBUHS or any other designated official. The Service Provider will take immediate action to resolve the same failing which Liquidated Damages may be imposed on the Service Provider.

**IMPORTANT:** Every care has been taken to cover all important scopes, aspects, areas requiring Housekeeping Services, these are, however, not exhaustive and if deemed fit, University Officials may add additional scope of work, for which no additional payment whatsoever on any account will be made.

- Arrange for availability of clean linen for the university.
- Clean tables, Chairs and others equipment etc.
- Assist in debugging of rooms, wash walls and doors in rooms.
- Assist in terminal disinfection.
- Undertake any such other duties as may be assigned from time to time by the university authorities.

### **Role of Facility Manager/Supervisor**

- ❖ **Managing Manpower:** Supervision and evaluation of the health of the manpower deployed by the Service Provider.
- ❖ **Creating Reports:** Creation of various reports of trends, statistics on daily, weekly or monthly basis as may be desired by the West Bengal University of Health Sciences shall be required to be provided.

- ❖ **Preserving Facility Integrity:** To ensure staffs satisfaction, he should strive to cultivate an efficient and safe environment.
- ❖ **Purchasing machines/consumables:** To replace failing and outdated machines and maintain adequate amounts of consumables.
- ❖ **Take inventory of machines and consumables:** Shall take inventory of machines and consumables from time to time and to render necessary assistance, when officials from the university authorities arrive to take inventory of the machines and consumables.
- ❖ **Attending to phone calls, e-mails and any form of communication:** Shall attend to phone calls, e-mails and other forms of communication made by the WBUHS or the visitors and shall ensure that any orders, instructions or suggestions received from the West Bengal University of Health Sciences or the Department is complied to the greatest extent possible.
- ❖ **Monitoring of attendance:** Shall monitor the day-to-day attendance of the manpower deployed at each facility through biometric system and shall submit the same to the head office of the Service Provider on a daily basis.
- ❖ **Communicating with Personnel:** By fostering strong communication across visitors and staff, he should try to create an efficient work environment.
- ❖ **Filling up of the Management / Housekeeping Service Requirements/ Complaints Report.**
- ❖ **Reporting to the WBUHS authority monthly basis.**

### **List of prohibitions (not exhaustive)**

- Cleaning of heavy electrical items outside university building but inside campus shall not be done by housekeeping staff or by any of the manpower deployed by the Service Provider.
- None of the manpower deployed by the Service Provider is to undertake any work outside the campus of the WBUHS.
- None of the deployed manpower of the Service Provider will carry any equipment or any item from outside university campus.
- Operation and/ or maintenance of electrical and mechanical works of the university shall not be carried out by any of the deployed manpower of the Service Provider.
- **Pesticides/ Safety Data Sheets:-**
  - Upon taking over the service site(s), the contractor shall select and decide on the appropriate type of pesticides to be used for all treatment/maintenance aspects and provide update Safety Data Sheets (SDS) for all pesticides proposed to be used.
  - Should there be a change of pesticides used during the contract period the contractor shall submit new update SDS for new selection of pesticides to the Authority of University.
  - The contractor shall also take the initiative to update the University Authority with new and update SDS should have the existing SDS becomes invalid.
  - The pesticides used shall comply with the regulations under section 7 of the control of vectors and Pesticides Act (Chapter 59) and apply these according to the label instruction.
- **Safety Precaution:** The Contractor shall provide all personnel working in or on the service areas designated under the contract, distinctive and proper attire and appropriate footwear etc. and ensure that they shall wear them. Any additional personal protective equipment required for the safe performance of work must be determined and provided by the contractor in accordance with the SDS for each pesticide. The contractor shall be responsible to take every safety precaution to eliminate dangers to his technicians/workers, the general public and property of others or any other guidelines specified by the ministry of Manpower. The contractor must not compromise on the safety measures taken on site and shall ensure that there shall be no incidents of safety issues and breaches.

<b>Sl. No</b>	<b>Job Description (Facility Management including Mechanized Cleaning, providing Scavenging/ Housekeeping Services)</b>	<b>Per square foot /No of Units</b>
1.	Mechanized & Automated Cleaning of common area of the University Campus i.e. Veranda, Stair Case, Lift Lobby etc. excluding toilets areas.	23952 Sq. Ft.

Description	Scavenging Staff (Unskilled)				Total	Remarks
	Morning Shift (8AM to 2PM)	Evening Shift (2PM to 8PM)	Night Shift (8PM to 8AM)	Toilet Cleaner General Shift		
Ground Floor	01	01	00	01	03	
1 <sup>st</sup> Floor	01	01	00	01	03	
2 <sup>nd</sup> Floor	01	01	00	01	03	
Reliever					01	
Facility Manager/Supervisor (Semi- Skilled)					01	
Total:					11	

Description	Unarmed Security Personnel(Unskilled)			Total	Remarks
	Morning Shift (8AM to 2PM)	Evening Shift (2PM to 8PM)	Night Shift (8PM to 8AM)		
Ground Floor	02	01	01	04	Entrance Gate of University Campus
1 <sup>st</sup> Floor	02	01	01	04	
2 <sup>nd</sup> Floor	02	01	01	04	
Reliever				02	
	Facility Manager/Supervisor (Semi- Skilled)			01	
Total:				15	
Facility Manager:				01	
Pest Control:				01	
Horticulture:				01	
All Total (Including Scavenging Services):				29	

### **ANNEXURE –C**

#### **LIST OF CONSUMABLES TO BE USED/ supply by the selected agency**

<b>Manufacturer – Johnson &amp; Johnson/P&amp;G/Hindustan Unilever/ Esson/ Johnson Diversy/ Bengal Chemicals</b>	
<b>Sl. No.</b>	<b>Consumables</b>
1	R-1 (Wash Room Cleaner)
2	R-2 (Hard Surface Cleaner)
3	R-3 (Class Cleaner)
4	R-4 (Shine Up)
5	R-5 (Good Sense)
6	R-6 (Toilet Bowl Cleaner)
7	R-9 (Wash Room Cleaner)
8	TR-101 (Carpet Shampoo)
9	TR-103 (Carpet Detergent)
10	R-20 (Floor Stripe)
11	Complete
12	Nobile-5 Kg pack
13	Spiral
14	Snap Back
15	Lever Star
16	Emeral-500 ml bottle
17	Taskilineo
18	Taski Multi
19	Stride-5 Ltr. Pack
20	Taski –R-7
21	Floor Cleaner
22	Broom (Soft)
23	Garbage Disposal Bag - Big (Black, Blue, Red and Yellow)
24	Glass Cleaner
25	Cleaner For WC
26	Naphthalene Ball
27	Sanitary Cube
28	Air Freshener Stick (Odonil -50gm)
29	Floor Map –with all set
30	WC Brush
31	Toilet Paper
32	Garbage Disposal Bag - Small (Black, Blue, Red and Yellow)
33	Shampoo
34	Liquid Soap

Manufacturer - Unspecified	
Sl. No.	Consumables
1	Formalin
2	Potassium Permanganate
3	Ammonia
4	Ecosield
5	2% Baciloid
6	Sodium Hypochlorite solution
7	Dustbins

#### **ANNEXURE - D**

#### **LIST OF MACHINES TO BE USED FOR SCAVENGING SERVICES**

Sl. No.	Machines
1	Scrubbing Machine - 01 in each floor of the university
2	Vacuum Cleaner - 01 in each floor of the university
3	Water Jet-03nos.
4	Mop Wringer Trolley - 02 in each floor of the university
5	Ladder - 03
6	Telescopic Pole -03

#### **ANNEXURE - E**

#### **LIST OF MACHINES TO BE USED FOR THE PEST CONTROL SERVICES**

Following equipment's, tools and tackles are minimum to be provided to the Pest Control staff by the Contractor. Number can be increased as per requirement but payment will only be done as per Financial Bid.

Sl. No.	Description	Number Required (Mandatory)
1	Hand Sprayed Pump	As per requirement
2	Napsack Sprayer Pump	As per requirement
3	Fogging Machine (Big Size)	As per requirement
4	Fogging Machine (Small Size)	As per requirement
5	Gum Boot	As per requirement
6	Hammer Drill Machine	As per requirement
7	Mouse Catcher	As per requirement
8	Safety Goggles	As per requirement
9	Mask	As per requirement
10	Hand Gloves	As per requirement
11	Cap	As per requirement

1 km  
20/11/26  
Registrar

The West Bengal University of Health Sciences

**SECTION - IV**

**BIDDING FORMS**

**FORM – 1**

**COVERING LETTER**

*(On the letter head of the bidder)*

**To**  
**The Registrar,**  
**The West Bengal University of Health Sciences**  
**DD-36, Sector-1, Salt Lake, Kolkata- 700064**

Sir,

Subject: Bid in response to your e-NIT bearing Bid Reference No. \_\_\_\_\_ dated \_\_\_\_\_ for Facility Management Services at the West Bengal University of Health Sciences, DD-36, sector-1, Salt Lake, Kolkata- 700064.

With reference to your e-NIT bearing Bid Reference No. \_\_\_\_\_ dated \_\_\_\_\_ for selection of Service Provider for the abovementioned purpose, we hereby submit our Technical Bid and Financial Bid online for your consideration.

We do hereby confirm that we have gone through and accept all the terms and conditions of the Bidding Documents and e-NIT bearing Bid Reference No. \_\_\_\_\_ dated \_\_\_\_\_ for Facility Management Services at the West Bengal University of Health Sciences, DD-36, Sector-1, Salt Lake, Kolkata- 700064.

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

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

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

We agree to keep this bid valid for 365 (Three Hundred and Sixty-Five) days from the closing date of submission of the bids.

Yours faithfully,

For [Name of bidder]

[Signature]

Place:

[Name of authorized signatory]

Date: [Designation]

[Affix rubber stamp of bidder]

**FORM – 2**

**QUALIFICATION INFORMATION**

*(On the letterhead of the bidder)*

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

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

For (name of bidder)

Date:

[Signature]

Place:

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

**FORM – 3**

**e-NIT ACCEPTANCE FORM**

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

**AFFIDAVIT**

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

For [Name of bidder]

Place:

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

[Date]

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

**FORM -4**

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

*Affidavit Proforma*

*(On Non Judicial Paper worth ₹50.00)*

I, Sri/Smt \_\_\_\_\_ The Managing Director/Proprietor (etc.) of the Firm  
\_\_\_\_\_ (Name of the firm) at (address) \_\_\_\_\_

PO \_\_\_\_\_ P.S. \_\_\_\_\_

Dist \_\_\_\_\_ PIN \_\_\_\_\_ do hereby solemnly affirm and declare

as follows:

1. That I, including my partner or representative are not convicted by a court of law for offence involving moral turpitude in relation to business dealing such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion or habitual default in payment of taxes etc. .
2. The firm does not employ a government servant, who has been dismissed or removed on account of corruption.
3. The firm has not been debarred, blacklisted by any government ministry/Medical College/ Local government/PSU/ Pvt Institution etc. in the last two years from scheduled date of opening of this e-tender in the state of West Bengal or other state or states of India.
4. That no case is pending against me or against my firm in any criminal court of law to supply of stationary item(s).
5. That, I also declare that if any information subsequently found incorrect or false will it automatically render the tender submitted by me cancelled and make me liable for penal/legal action as per law of the country.
6. That I do further affirm that the statements made by me in this tender are true to the best of my knowledge and belief and all the documents attached are genuine and correct.

Signature of the Deponent(s)

Name in Block Letter:

Designation:

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

KNOW ALL MEN BY THESE PRESENTS THAT WE, .....[insert the name of the bidder] ..... a company within the meaning of the Companies Act, 2013/ a partnership within the meaning of the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2009 and having its registered office/ office at .....[insert address] .....(hereinafter referred to as the bidder) acting through .....[insert name of the person giving the Power of Attorney].....presently holding the position of ..... (insert designation of the person giving the Power of Attorney) having been authorized by the partners/ Board of Directors inter alia, to execute contracts in the name of and for and on behalf of the bidder do hereby constitute, appoint and authorize ..... (insert name, designation and residential address of the person to whom the Power of Attorney is being given)..... as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid in respect of Bid Reference No. \_\_\_\_\_ dated \_\_\_\_\_ of the West Bengal University of Health Sciences, DD-36, Sector-1, Salt Lake, Kolkata-700064 (hereinafter “the WBUHS”). We hereby further authorize the above attorney for signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid and such documents related to the bid, and providing responses and representing us in all the matters before the WBUHS in connection with the bid for the said tender till the completion of the bidding process. We accordingly hereby nominate, constitute and appoint abovenamed person, as the lawful attorney to do all or any of the acts specifically mentioned immediately herein above. We do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this Power of Attorney and the acts of the attorney to all intents and purposes are done as if the same had been done on behalf of the company if these presents had not been made.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL/DIRECTOR HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

For [Name of bidder]

[Signature]

Place:

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

[Date]

Witnesses:

1.

2.

[Notarised]

Accepted

\_\_\_\_\_

(Signature)

(Name, Title and Address of the Attorney)

**FORM – 6**

**BOARD RESOLUTION IN FAVOUR OF SIGNATORY OF THE BID**

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

RESOLVED THAT Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for “Facility Management Services at Facility Management Services at the West Bengal University of Health Sciences, DD-36, Sector-I, Salt Lake, Kolkata- 700064” issued by the WBUHS (hereinafter “the WBUHS”), including signing and submission of all documents and providing information / responses to the WBUHS, representing us in all matters before the WBUHS, and generally dealing with the WBUHS in all matters in connection with our bid for the said Services.

**Certified true copy**

-----

**(Signature, Name and stamp of Company Secretary)**

**Notes:**

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

**FORM – 7**

**LETTER OF FINANCIAL BID**  
***{On the letterhead of the bidder}***

Date:

The Registrar

The West Bengal University of Health Sciences

DD-36, Sector- 1, Salt Lake, Kolkata- 700064

Sir,

Subject: Bid in response to your e-NIT bearing Bid Reference No. \_\_\_\_\_ dated  
\_\_\_\_\_ for Facility Management Services at the West Bengal University of Health Sciences, DD-  
36, Sector-1, Salt Lake, Kolkata- 700064.

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instruction to Bidders (ITB) Section- II (B) (3).
2. We offer to provide the services in accordance to the Schedule of Requirements as provided in the Bidding Documents.
3. Apart from the Monthly Contract Fee (upon deduction of taxes, as may be applicable) as per the GCC, nothing extra or additional, on any head or account will be paid by you to us.
4. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until the formal Agreement is prepared and executed.
5. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
6. If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.

Yours faithfully,

[Signature]

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

**FORM – 8**

**FINANCIAL CAPACITY OF BIDDER**

*(On the letter head of a Chartered Accountant)*

**Certificate of Financial Capacity**

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

Financial Year	Turn Over
2023-2024	
2022-2023	
2021-2022	

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

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

Signature of CA (with stamp of Firm) .....

Name .....

(Registration No .....)  
(Chartered Accountant)

UDIN No.....

Date.....

Place .....

**FORM – 9**  
**FINANCIAL SITUATION**

Each bidder must fill in this form

Financial Data				
Financial Year		Year 1 (2023-2024)	Year 2 (2022-2023)	Year 3 (2021-2022)
Information from Balance Sheet				
1.	<b>Total Assets</b>			
2.	Total Liabilities (secured loans, unsecured loans and current liabilities)			
3.	Misc. expenditure to the extent not written off			
4.	Net worth (1-2—3)			
A.	<b>Investments<sup>1</sup></b>			
B.	<b>Current Assets</b>			
	i. Inventories			
	ii. Sundry debtors			
	iii. Cash & Bank and other current assets <sup>2</sup>			
	iv. Loans & Advances <sup>3</sup>			
	<b>Total Current Assets</b>			
C.	i. Current liabilities and provisions			
	ii. Current liabilities and provisions			
	iii. Provisions			
	iv. Unsecured loans <sup>4</sup>			
	<b>Total Current liabilities and provisions</b>			
	<b>Information from Income Statement</b>			
	Total Revenue			
	Profit before taxes			
	Profits after taxes			
(1) Investments shall include only those investments which are unencumbered as certified by the Statutory Auditor.				
(2) Cash & Bank and other current assets will not include margin money deposit, earnest money deposit, retention money, money lying in any escrow account, unbilled revenue.				
(3) Loans and advances shall not include tax deducted at source and advance tax, deposits lying with statutory authorities or deposits lying under any judicial order.				
(4) Amounts repayable within one year shall be included.				

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

Signature of CA (with stamp of Firm) .....

Name .....

(Registration No .....)

(Chartered Accountant)

UDIN No.....

Date.....

Place .....

**FORM – 10**

**FORM OF NOTIFICATION OF SHORT-LISTING**  
**(BY SPEED POST WITH ACK. DUE)**

*(On the letter head of the Registrar of the West Bengal University of Health Sciences)*

No. : \_\_\_\_\_ /

Dated :

Name & Address of the Shortlisted Bidder

Dear Sirs,

Sub: Bid Reference No. \_\_\_\_\_ dated \_\_\_\_\_  
Ref: Your tender dated \_\_\_\_\_ and letter dated \_\_\_\_\_

This is to notify you that you had submitted a substantially responsive Technical Bid and a valid Financial Bid. Although your Financial Bid is not the L1 bid and you have failed to become the Selected Bidder, in terms of ITB, having submitted a substantially responsive Technical Bid and a valid Financial Bid, you are hereby selected as the Shortlisted Bidder. Your selection as the Shortlisted Bidder shall stay valid for a period of 36 months till \_\_\_\_\_ (specify date).

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

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

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

Yours faithfully,  
We confirm

For WBUHS

For [name of Selected Bidder]

[Signature]

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of Selected Bidder]

[Date]

[Registrar]

**FORM – 11**

**FORM OF NOTIFICATION OF AWARD**

*(By Speed Post with Acknowledgement Due)*

*(On the letter head of the Registrar of WBUHS)*

No. : \_\_\_\_\_ /

Dated :

Name & Address of the Selected Bidder

Dear Sir,

Sub: Bid Reference No. \_\_\_\_\_ dated: \_\_\_\_\_

Ref: Your tender dated \_\_\_\_\_ and letter dated \_\_\_\_\_

This is to notify you that your bid under reference has been accepted by us at a consolidated rate of Rs. \_\_\_\_\_ per square foot per month (Rupees \_\_\_\_\_ only) for Facility Management Services for Scavenging/ Housekeeping Services & Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) Only as Services Charges for Providing Security Services at the West Bengal University of Health Sciences, DD-36, Sector-1, Salt Lake, Kolkata- 700064.

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

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

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

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

The Effective Date for commencement of services shall be \_\_\_\_\_. Kindly note that you will be required to render the services for a total service area of 23952 sq. ft. & other Facility Management Services from Effective Date, till further order.

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

Yours faithfully,

We confirm

The WBUHS, Salt Lake  
[Registrar]

For [name of Selected Bidder]  
[Signature]  
[Name of authorized signatory]  
[Designation]  
[Affix rubber stamp of Selected Bidder]  
[Date]

## FORM – 12

### CHECK-LIST OF DOCUMENTS

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

Sl. No.	Document to be submitted	PL Mark by bidder		Page No.	Checked by the WBUHS Official
1.	Covering Letter (as per the format given in Form 1)	Yes	No		
2.	Qualification Information (as per format given in Form 2)	Yes	No		
3.	e-NIT Acceptance Form (as per format given in Form 3 hereof)	Yes	No		
4.	Declaration by way of Affidavit (as per format given in Form 4)	Yes	No		
5.	Power of Attorney in favour of signatory of the bid (as per format given in Form 5) or Board Resolution in favour of signatory of the bid (as per format given in Form 6) whichever is applicable	Yes	No		
6.	Letter of Financial Bid (as per format given in Form 7)	Yes	No		
7.	Financial Capacity of Bidder (as per format given in Form 8)	Yes	No		
8.	Financial Situation (as per format given in Form 9)	Yes	No		
9.	Memorandum and Articles of Association/ Deed of Partnership	Yes	No		
10.	PAN Card	Yes	No		
11.	Relevant pages of passbook/ Bank Statement showing Account No. and IFS Code	Yes	No		
12.	License under The Contract Labour (Regulation & Abolition) Act, 1970	Yes	No		
13.	Certificate of registration under the Employees State Insurance Act, 1948	Yes	No		
14.	EPFO Registration Certificate	Yes	No		
15.	Letter recording GST identification number/ GST certificate	Yes	No		
16.	Income Tax Returns for the financial year 2021-2022, 2022-2023 and 2023-2024 (assessment years 2022-2023, 2023-2024 and 2024-2025)	Yes	No		
17.	Audited Balance Sheets for the financial years 2021-2022, 2022-2023 and 2023-2024. (Sign of Auditor)	Yes	No		
18.	License under The Private Security Agencies Regulation Act	Yes	No		
19.	A bidder must produce records satisfactorily evidencing supply of manpower for a minimum period of one year, of at least 50 in number to a minimum of 3(three) organizations in India deployed at a single site/ office of organization, for carrying out security services and mechanized cleaning out of which 2 (two) shall be in hospitals/ health care facilities within following 3 (three) financial years, viz 2021-2022, 2022-2023 and 2023-2024.	Yes	No		
20.	Certificate from the service recipients stating that the service has been satisfactory and no adverse report was obtained within the aforesaid 3 (three) financial years (minimum 2, out of which 1 shall be hospital/ health care facility)	Yes	No		
22.	Entire Bidding Documents comprising of all the Sections duly signed and stamped	Yes	No		

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

Full Signature of the bidder/ Authorized person & Seal

**SECTION – V**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1) DEFINITIONS:**

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

- a) “Authority” means WBUHS.
- b) “Contract” means the Agreement, these Conditions, the Schedule of Requirements, the Notice inviting e-Tender and the Instructions to Bidders and the further documents (if any) which are listed in the Agreement.
- c) “Service Provider” shall mean the Selected Bidder.
- d) “Services” shall mean the for providing Facility Management Services (FMS) which covers to provide Security, mechanized cleaning and Pest Control Services required to be rendered by the Service Provider in terms of Annexure – C of the Schedule of Requirements of the Bidding Documents.

**2) ENTRUSTMENT**

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

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

**3) NUMERICAL STRENGTH OF PERSONNEL**

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

**4) REPRESENTATIONS AND WARRANTIES BY THE SERVICE PROVIDER**

The Service Provider warrants and represents that:

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

**5) COMPLIANCE WITH LAW**

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

**6) COVENANTS OF THE SERVICE PROVIDER**

The Service Provider covenants as follows:

**a) UNDERTAKING**

The Service Provider agrees and undertakes to carry on the Services as per the Scope of Services mentioned hereinbefore. Additional jobs or modifications in the Services, if any may be

carried out by the Service Provider upon payment of additional fees as may be fixed upon mutual agreement with the Authority.

**b) APPROVALS AND LICENCES**

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

- i) Registration Code under the Employees State Insurance Act, 1948
- ii) Registration under The Contract Labour (Regulation and Abolition) Act, 1970 and The Contract Labour (Regulation and Abolition) Rules, 1971
- iii) Registration with Employees Provident Fund Organization
- iv) License under The Private Security Agencies Regulation Act, 2005

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

**c) PAYMENT TO EMPLOYEES**

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

**d) RESPONSIBILITY FOR ALL CLAIMS OF ITS EMPLOYEES**

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

**e) UNIFORM**

The Service Provider at its own expenses shall provide its employees with at least 2 sets of neat and clean uniforms, torches, sticks, stationeries, whistles, and protective material like jackets, overcoats, umbrella and shoes. Winter accessories shall also be provided as a part of uniform by the Service Provider. The Service Provider must also ensure that all its employees always wear proper identity cards issued to them by the Service Provider and are always dressed in proper uniform. If the Service Provider is an agency, who have earlier rendered Facility Management Services in any of the medical colleges or as per clause no 7 (d)(ii) section- I, it shall purchase new uniforms for its employees as well as supply new stationeries and accessories.

**f) ATTENDANCE RECORD**

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

**g) CONSUMABLES AND MACHINES**

For rendering the Services as provided above, a list of consumables and machines which are required to be put in use are provided in the Schedule of Requirements. It shall be the obligation of the Service Provider to purchase the said consumables and machines at its own cost and use and/ or deploy such consumables and machines for rendering the Services as detailed above. Under no circumstances, shall the Service Provider express its inability to perform the Services due to want of sufficient consumables and/ or machines or claim reimbursement from the Authority for the cost incurred by it for purchase/ procurement of such consumables and/ or machines. If the Service Provider is an agency, who has earlier rendered Facility Management Services in any of the medical colleges or as per clause no 7 (d)(ii) section- I, it shall purchase/ procure new machines for rendering the Services. The Service Provider shall at all material times to ensure that the consumables stored are in sufficient quantity and the machines prescribed are always in good working condition and shall accordingly maintain stock inventories of the consumables and the machines. Routine and/ or surprise checks may be carried out by the WBUHS authorities, the Authority and/ or the Department and if they are not satisfied with the inventories maintained, appropriate Liquidated Damages may be levied in terms of the Agreement.

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

**7) GENERAL OBLIGATIONS OF THE SERVICE PROVIDER**

- a) To ensure that the personnel deputed at the facilities have adequate knowledge and experience of the Services required to be rendered and are punctual and disciplined in all manner.
- b) To ensure that the personnel deputed should be physically and medically fit, free from all infections / diseases. The Service Provider shall get its employees medically examined before deployment at the facilities and submit medical fitness certificate as and when instructed by the Authority.
- c) To ensure at all material times that sufficient number of personnel are deployed at the facilities are always present and to ensure that if any of its employees who are required to make themselves present for rendering the Services as aforesaid, fails to make himself present, then replacement personnel for such employees shall be required to be sent by the Service Provider, having similar level of skill, qualification and training. Prior intimation of any personnel who are scheduled to take leave and the name and details of the replacement of such employees is to be provided by the Service Provider, at least 3 working days in advance.
- d) To ensure that none of its personnel are reporting on duty in a drunken state or under consumption of drugs and prohibited substances while on duty.
- e) To ensure that the personnel who are deployed, have a prior experience of having worked satisfactorily in the post in which he/ she is being deployed and are of sound character and proven integrity and are qualified and competent to carry out the duties assigned to them.
- f) To take the greatest possible care and adequate preventive measures against theft, fire, accident, sabotage, pilferage or damage of the Authority's property or of the health university management including medicines, consumables, machineries and equipments or of any property of the patients, visitors, doctors and staff. The Service Provider shall ensure that no theft, pilferages or damages to property, medicines, machineries and equipments, etc., take place during the tenure of the Agreement. The Service Provider to ensure that no property of the Authority or of the health university management is removed by any official / private person, without a proper Gate Pass issued by the authorised officials of the Authority. In case any theft or damage or accident occurring during the Agreement, the Service Provider shall be held responsible for such losses and damages if the loss or damage is attributable or was caused due to negligence of the Service Provider. The Service Provider shall attend all the police cases during the tenure of the Agreement, if required and instructed by the Authority. No report for any loss / damage to the property of the Authority or the WBUHS management shall be lodged with the police by the Service Provider without the written approval of the Authority.
- g) To provide the Authority with a list of the personnel (including list of replacement/ badli workers) to be deployed at the facilities periodically, as may be required.
- h) To ensure that the personnel deployed maintain perfect discipline and behaviour and they shall not in any manner cause any interference, annoyance, nuisance to the officials, Visitors, doctors and staff of the Authority or the management in carrying out in discharge of their respective duties. The Authority shall be at liberty to object to and require the Service Provider to remove forthwith from the facility any person employed by the Service Provider if in the opinion of the Authority such person has caused misconduct, is incompetent or negligent in proper performance of his duties or his employment is otherwise considered undesirable. The decision of the Authority shall be unquestionable and final and the Service Provider shall be under obligation to replace such a person.
- i) The personnel who are required to work in a particular shift shall not leave the facility unless properly relieved by the next set of personnel of the following shift, as may be applicable. The facilities shall not be left unmanned at any time during the period of the Agreement.

#### **8) FIDELITY INSURANCE COVER**

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

#### **9) ASSIGNMENT**

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

#### **10) MODIFICATION OF CONTRACT**

If necessary, the Authority may, by a written order given to the Service Provider at any time during the currency of the Agreement, modify/ alter in the contract made by the Authority by enhancing

or decreasing the total area of the facility which shall not exceed or be less than 25% of the area prescribed in the e-NIT, for which the Service Provider shall be required to undertake the Services at the rates similar to that quoted in the Financial Bid.

### **11) CONSIDERATION**

- a) On and from the Effective Date till the date of termination/ the End Date (whichever is earlier), the Service Provider shall have the sole and exclusive right to demand, collect and appropriate the agreed Monthly Contract Fee from the Authority in accordance with this Agreement. No employee of the Service Provider shall make any demand of wages, fees, charges in any nature whatsoever to the Authority. Upon completion of each calendar month, the Service Provider will submit invoice / bill by the 10th of the succeeding month to the Authority at office of the Registrar, 1<sup>st</sup> Floor, Administrative Building, WBUHS, in the manner prescribed in Schedule – A of this GCC, complete in all respects and duly countersigned by the Competent Authority of WBUHS, which will be paid after examining the correctness and completeness of the invoice and supporting documents and after making necessary adjustments for Liquidated Damages or otherwise, which shall be calculated and recorded properly. Disbursement of the Monthly Contract Fee by way of bank transfer to the designated bank account of the Service Provider.
- b) The Monthly Contract Fee shall comprise of the rate per sq. ft. per month quoted by the Service Provider multiplied by the sq. ft. area of the facilities, as applicable for each calendar month.
- c) Applicable Goods & Services Tax (GST): GST should be applicable only as per rules in vogue and other such taxes, cesses and levies will be claimed in the invoice/ bill by the Service Provider, payment whereof shall be made by the Authority along with the Monthly Contract Fee being disbursed to the Service Provider.
- d) The service should pay remuneration to its manpower within 10th of succeeding calendar month.

### **12) LIQUIDATED DAMAGES**

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

<b>Sl. No.</b>	<b>Performance Parameters</b>	<b>Methods of Quantification of pre-estimated genuine Liquidated Damages</b>
1	Failure to provide umbrella to Security Guards deployed on open area	Rs. 50/- per person per day
2	Failure to provide mobile phone for WBUHS/ man pack for at least 10 (ten) number of deployed Security Guards in the facility	Rs. 200/- per person per day
3	Failure to provide the following items to the Security Guards and Security Supervisors: (a) Hand held torch (b) Batons/ Rules	Rs. 50/- per person per day
4	Failure to provide the following to the Security Guards and Security Supervisors: (a) Uniform (also applicable to other categories of personnel deployed) (b) Cap (c) Shoes (d) Belt (e) Name Tag (also applicable to other categories of personnel deployed) (f) Woollen jacket (for winter season) (g) Raincoat (for rainy season)	Rs. 100/- per person per day. If any manpower is in violation for more than one category in Sl. 4, the amount of Liquidated Damages shall not exceed Rs. 100/- per person
5	Failure to provide whistles to the Security Guards and Security Supervisors	Rs. 10/- per person per day
6	Supervisor and/ or his replacement, if found to be absent	Rs. 1,000/- per day per Supervisor
7	Failure to dispose the garbage  (Garbage for the present provision shall mean all types of waste including biomedical waste)	Rs. 500/- per instance per service area  “Per service area” herein shall refer to each room of each floor of the WBUHS and if found outside the floor, each of the floors will be considered as a service area. For e.g., if garbage is found not to have been disposed in 8 rooms in total and found also kept in the passages in 2 floors of the WBUHS, at 6 different locations. It shall be deemed that

		on that day, the Service Provider have failed to dispose of the garbage at 10 service areas.
8	If quality of work is found unsatisfactory and there is a complaint by the health university staff and upon it being proved that such complaint was justified	Rs. 1,000/- per day per instance  e.g.– If complaint comes from a staff & visitor, whereby it is established that 10 separate defaults have been committed by the Service Provider under the Agreement, it shall be deemed that there have been 10 instances of unsatisfactory work
9	Proven misbehaviour by the Service Provider's personnel	Rs. 500/- per incident
10	Recurrence of such irregularities in Sl. 1 to 11 above	Double amount of the Liquidated Damages as specified in Sl. 1 to 11 above
11	Failure to make labour law related compliances with respect to its employees, like non-payment of PF, ESI, etc.	Rs. 1,000/- per person per day per instance of non-compliance
12	In case of any cease work or concerted refusal to render services by the personnel deployed by the Service Provider, resulting in hampering of the services at the facility(ies)	Rs. 50,000/- per day per facility
13	Instances of use of non-standard consumables including abstention from use of consumables while cleaning/ wiping	Rs. 1,000/- per day per instance per facility
14	Negligence found at any time as per schedule provided for brushing, wiping, first mopping with wizar, second mopping with wizar, wherever needed in the facility	Rs. 500/- per instance per service area (Service area shall have the meaning as provided in Sl. 8 above)
15	Instances where standard of cleaning has not been maintained as per standard of cleaning as per time schedule	Rs. 200/- per instance
16	Monthly remuneration of the agencies manpower need to be paid within 10th of succeeding calendar month	Payment of remuneration after 10th will levy Rs 10000 /- penalty per day

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

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

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

### **13) NO EMPLOYER – EMPLOYEE OR MASTER SERVANT RELATIONSHIP**

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

### **14) SERVICE PROVIDER'S INDEMNITY**

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

### **15) TERMINATION**

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

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

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

#### **16) VACATING THE FACILITIES**

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

#### **17) DISPUTE RESOLUTION MECHANISM**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the scope of services under clause no 25 of Section- I and Materials and Machineries to be used following Annexure- C & D of Section- III or executions or failure to execute the same, whether arising during providing services, may it be Scavenging/ Housekeeping or Security Services or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter: If the Facility Management Service Provider considers any services demanded of him/her to be outside the requirements of the contract, or disputes related to matters mentioned in the NIT or decision given in writing by the Registrar or Authority of the West Bengal University of Health Sciences or any matter in connection with or arising out of the contract or carrying out of the services to be unacceptable, he/she shall promptly within 15 days request the Chairman of the Departmental Dispute Redressal Committee in writing, for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instruction or decision within a period of three months from the date of receipt of the Service Provider's letter. The TIA will act as per Dispute Redressal Committee. These provisions will be applicable irrespective of the value of the services to which the dispute may relate.

#### **18) MISCELLANEOUS**

- a) Governing law and jurisdiction:

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

- b) Waiver of immunity

Each party unconditionally and irrevocably:

- i) agrees that the execution, delivery and performance by it of the Agreement constitute commercial acts done and performed for commercial purpose;
- ii) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to the Agreement or any transaction contemplated by the Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the party with respect to its assets;
- iii) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

- iv) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

c) Delayed payments

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

d) Waiver

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

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

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

e) Exclusion of implied warranties etc.

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

f) Severability

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

g) Third Parties

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

h) Successors and Assigns

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

i) Notices

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

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

due, air mail or by courier, be sent by facsimile to the number as the Kolkata may from time to time designate by notice to the Authority;

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

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

j) Language

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

#### **19) Procedure For Suspension and Debarment of Supplier, Contractors and Consultants**

The procedure as laid down below shall govern the suspension/debarment of Suppliers/Contractors/Consultants (Contractors for brevity) involved in Government procurement for offences or violations committed during competitive bidding and contract implementation, for the works under different Departments of Government of West Bengal. Grounds for Suspension and Debarment: - (1) Submission of eligibility requirements containing false information or falsified documents. (2) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process. (3) Unauthorized use of one's name/digital signature certificate for the purpose of bidding process. (4) Any documented unsolicited attempt by a bidder (A Person/Contractor/Agency /Joint Venture/Consortium/ participating in the procurement process and/or a person / Contractor / Agency / Joint Venture / Consortium / having an agreement/contract for any procurement with the department shall be referred as Bidder) unduly influencing the outcome of the bidding in his favour. (5) Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other department of State Government and/or Central Government. (6) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any Bidder, lodging false complain about any Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process, etc. (7) Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity. (8) Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one Officer or on more than one occasion from individual Officer. (9) Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause. (10) Failure in deployment of Technical Personnel, Engineers and/or Work Supervisor having requisite license / supervisor certificate of competency as specified in the contract. (11) Refusal to accept an award after issuance of "Letter of Acceptance" or enter into contract with the Government without justifiable cause. (12) Failure of the Contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc. (13) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity/Authority (the Officer authorized by the Administrative Department, Government of West Bengal for procurement) or its representative(s) pursuant to the implementation of the Contract. (14) For the procurement of Consultancy Service/Contracts, poor performance by the Consultant of his services arising from his fault or negligence. Any of the following acts by the Consultant shall be construed as poor performance. (i) Non deployment of competent technical personnel, competent Engineers and/or work supervisors; (ii) Non-deployment of committed equipment, facilities, support staff and manpower; (iii) Defective design resulting in substantial corrective works in design and/or construction; (iv) Failure to deliver critical outputs due to consultant's fault or negligence; (v) Specifying materials which are inappropriate and substandard or

way above acceptable standards leading to high procurement cost; (vi) Allowing defective workmanship or works by the Contractor being supervised by the Consultant. (15) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis-à-vis as laid down in the contract. (16) Wilful or deliberate abandonment or non-performance of the project or Contract by the Contractor resulting in substantial breach thereof without lawful and/or just cause. CATEGORY OF OFFENCE: - (A) First degree of offence: 1 to 16 of the above Clause-41 to be considered as First degree of offence. (B) Second degree of offence: Any one of the offences as mentioned under 'A' above, committed by a particular Bidder/Contractor/Supplier on more than one occasion, be considered as Second degree of offence. In addition to the penalty of suspension/debarment, the bid security / earnest money posted by the concerned Bidder or prospective Bidder shall also be forfeited. PENALTY FOR OFFENCE: - (I) For committing First degree of offence: Disqualifying a Bidder from participating in any procurement process under the Administrative Department of Government of West Bengal up to 2 (two) years. (II) For committing Second degree of offence: Disqualifying a Bidder from participating in any procurement process under the Administrative Department of Government of West Bengal up to 3 (three) years. PROCEDURE OF SUSPENSION AND DEBARMENT DURING THE PROCUREMENT PROCESS (1) Initiation of Action, Notification and Hearings: Any Bidder or procurement authority on his own or based on any other information made available to him may invite the process of suspension/debarment proceedings by filing a written application with the Bid Evaluation Committee and such filing of written application has to be done within forty eight hours from the date and time of publication of the result of technical evaluation of any bid. (a) Upon verification of the existence of grounds for suspension/debarment, the Chairperson of Bid Evaluation Committee shall immediately notify the bidder concerned either electronically through his registered e-mail or in writing to his postal address, advising him that: i) A complaint has been filed against him and prima facie material has been found, which may lead to suspension/debarment. ii) He has been recommended to be placed under suspension/debarment by the suspension committee (as constituted by the respective Administrative Department) stating the ground for such. iii) The said bidder, within three days from the date of issue of such notification by the Bid Evaluation Committee, may approach the Chairperson of Suspension Committee by submitting all required documents in his favour for hearing. Any application made thereafter would not be entertained. Such notice should contain the e-mail id and the postal address of the Chairperson of the Suspension Committee. (b) After receiving the recommendation for suspension from Bid Evaluation Committee, Suspension Committee shall issue a notice to the alleged bidder electronically through his registered e-mail id, to submit all relevant documents in support of his defence within three working days after issuance of the notice of the Suspension Committee. The Suspension Committee will conduct the hearing within seven working days from the date of receipt of the documents from the alleged bidder. If no appeal has been received from the alleged bidder or if after hearing sufficient ground for suspension is found, the Suspension Committee will suspend the alleged bidder from participating in the procurement process under the Administrative Department for a period of six months from the date of issuance of suspension order. The Chairperson of the 23 Suspension Committee shall issue the suspension order within seven days from the last date of hearing and shall notify the bidder concerned either electronically through his registered e-mail id or in writing to his postal address. The Chairperson of Suspension Committee shall also inform the decision to all concerned. If sufficient reason for suspension is not found, the Suspension Committee would reject the recommendation of Bid Evaluation Committee and would allow the bidder to take part in the tendering process. If the bidder is suspended, the Suspension Committee would recommend debarment of the bidder and forward the case with all documents to the Debarment Committee for further action. (c) The Debarment Committee upon receipt of the recommendation of the Suspension Committee shall scrutinize the documents. The Debarment Committee will hold a hearing of the alleged bidder and issue necessary order within ten working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for orders of Debarment. The Department in due course will issue Debarment Order disqualifying/prohibiting the erring bidder from participating in the bidding/procurement of all projects under the Administrative Department for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail id or in writing to his postal

address. Otherwise the Debarment Committee may reject the recommendation of the Suspension Committee. The Chairperson of Debarment Committee shall also inform the decision to all concerned.

**PROCEDURE FOR DEBARMENT DURING THE CONTRACT IMPLEMENTATION STAGE:** - (A) Upon termination of contract due to default of the Bidder, the Engineer-in-Charge shall recommend for debarment to the Bid Evaluation Committee. The Bid Evaluation Committee shall submit his recommendation of debarment of the alleged Bidder along with a detailed report stating clearly the reasons for debarment to the Debarment Committee within 30 (thirty) days from the date of termination of contract. The alleged Bidder shall be intimated accordingly either electronically to his registered e-mail id or in writing to his postal address. The Chairperson of Bid Evaluation Committee shall also inform the decision to all concerned. (B) The Debarment Committee upon receipt of the recommendation of Bid Evaluation Committee shall scrutinize the documents. The Debarment Committee will hold a hearing about the matter from the Bidder and issue necessary order within 10 (ten) working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for the order of debarment. The Department in due course will issue debarment order disqualifying/prohibiting the erring Bidder from participating in the bidding/procurement of all projects under the Administrative Department, Government of West Bengal for a specified period. The alleged Bidder shall be intimated accordingly either electronically to his registered email id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Bid Evaluation Committee. The Chairperson of Debarment Committee shall also inform the decision to all concerned.

**STATUS OF SUSPENDED / DEBARRED BIDDER :-** (a) Bidder placed under Suspension/Debarment by the competent authority will not be allowed to participate in any procurement process under the Administrative Department within the period of suspension/debarment. The earnest money of the suspended Bidder shall stand forfeited to the Government. (b) If the Suspension/Debarment Order is issued prior to the date of issue of "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract" etc. for any Bid, the Suspended/Debarred Bidder shall not be qualified for Award for the said Bid and such Procurement Process will be dealt with as per existing norms by simply excluding the erring Bidder. (c) If the Suspension/Debarment Order is issued after award of a Government Project/Contract to the Debarred Bidder, the awarded Project/Contract shall not be prejudiced by the said Order provided that the said offence(s) committed by the Debarred Bidder is not connected with the awarded project/contract.

## **SCHEDULE - A**

Form of Monthly Invoice

### **(For Scavenging/ Housekeeping Services)**

(The West Bengal University of Health Sciences, DD-36, Sector-I, Salt Lake, Kolkata- 700064)

Date:

PAN No.:

For the Month of:

Name of the Institute:

Total number of personnel deployed category –wise

1. Security Guard-
2. Security Supervisor-
3. Sweeper -
4. Mechanized Cleaner–
5. Facility Manager-
6. Sweeping Supervisor/ Manager—
7. Pest Control Service Worker-
8. Mali-

Rate per sq. ft.	Total area of the facility	Total Fees payable for the month	50% of the Monthly Contract Fee

Documents to be annexed:

- Attendance Register for the billing month.
- Acquaintance Role for the billing month.
- Remarks, if any
- Bill to be submitted under the seal & signature of the designated person(s) responsible for supervision and submission of bill.

SECTION - VI  
CONTRACT FORMS (COF)  
FORM OF AGREEMENT  
(At Non-Judicial Stamp Paper Worth Rs. 100/-)

THIS AGREEMENT is made on \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ between WBUHS hereinafter called the “Authority” (which expression shall, wherever the context so demands or requires, include their successors in office and assigns) of the One Part and M/s. \_\_\_\_\_ hereinafter called the “Service Provider” (which expression shall, wherever the context so demands or requires, include his/their successors and assigns) of the Other Part.

WHEREAS:

1. The West Bengal University of Health Sciences, DD-36, Sector-1, Salt Lake, Kolkata- 700064, Government of West Bengal, has taken an initiative to engage an agency of competence and repute to render Facility Management Services (FMS) which shall provide the said university with Security, Mechanized/Automated Cleaning. And it has been decided to outsource the entire job of such Facility Management Services (FMS) which covers to provide Security, Scavenging/ Housekeeping & Mechanized cleaning to a reputed and competent agency to be selected through a transparent and competitive bidding process.
2. The Authority has decided to outsource the entire job of facility services to reputed and competent agency / agencies to be selected through a transparent and competitive bidding process.
3. At the instance of the Govt. of WB, the Authority invited bids by its Notice Inviting e-Tender bearing Bid Reference No. WBUHS/NIT- \_\_\_\_\_ dated: \_\_\_\_\_ (the “e-NIT”) for selection of a Service Provider for providing Facility Management Services at *the West Bengal University of Health Sciences, DD-36, Sector-I, Salt Lake, Kolkata.* (hereinafter referred to as “the facilities”)
4. The Authority has prescribed the technical and financial terms and conditions, and invited bids from interested parties for undertaking the Services.
5. After evaluation of the technical and financial bids received, the Authority had accepted the bid of the Service Provider being the Selected Bidder and issued Notification of Award No. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the “No. A to the Service Provider requiring, *inter alia*, the execution of this Agreement.

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

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

B. Documents

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

- Notice Inviting e-Tender.
- Instructions to Bidders.
- Schedule of Requirements.
- Bidding Forms.
- General Conditions of Contract.
- Contract Forms.
- Amendment to Bidding Documents.

C. Previous Communications

The documents referred to in Clause No. B above together constitute the entire Contract between the parties and supersedes all previous communications, whether oral or written, in relation, to the Services to be rendered in accordance with the Contract.

D. Services

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

E. Payment

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

F. Commencement of the Services

This Contract will remain in effect from the Effective Date and expire 36 months thereafter unless terminated earlier in accordance with the provisions of the Contract.

G. Acknowledgement

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

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

\_\_\_\_\_  
In the capacity of \_\_\_\_\_

On behalf of M/s. \_\_\_\_\_ (Service Provider)

Witnesses (Signature, name & Designation)

1.

2.

For and on behalf of the WBUHS, DD-36, Sector-I, Salt Lake, Kolkata- 700064 (The Authority)

In the presence of

Witnesses (Signature, Name & Designation)

1.

2.

## **FORM OF PERFORMANCE SECURITY**

**(To be executed on stamp paper worth Rs. 100/-)**

Bank Guarantee No.:

Date:

To

The Registrar,

The West Bengal University of Health Sciences

DD-36, Sector-I, Salt Lake, Kolkata-700064

### **WHEREAS**

In consideration of WBUHS having agreed under the terms and conditions of Agreement made vide its Notification of Award No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of \_\_\_\_\_, a \_\_\_\_\_ registered under the \_\_\_\_\_ Act, \_\_\_\_\_ and having its registered office/ office at \_\_\_\_\_ (hereinafter called "the said Service Provider", which expression shall unless it be repugnant to the subject or context thereof include its successors-in-interest and/ or assigns) for Facility Management Services at the West Bengal University of Health Sciences, DD-36, Sector-I, Salt Lake, Kolkata- 700064 under Bid Reference No. : \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the said "Agreement") the Service Provider having agreed to production of an irrevocable Bank Guarantee of 10% of the yearly contract value of the total square ft area of the building for scavenging/ housekeeping services & service charges for providing security charges as a Guarantee for compliance of its obligations in accordance with the terms and conditions in the said Agreement:

1. We [Name of the Bank], having our registered office at \_\_\_\_\_ and a branch at \_\_\_\_\_ (hereinafter referred to as the "Bank"), at the request of the Service Provider, do hereby in terms of the bidding documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and performance of the obligations of the said Service Provider as contained in the said bidding documents and unconditionally and irrevocably undertake to pay forthwith to WBUHS at A/c. No. 1537944419 of "THE WEST BENGAL UNIVERSITY OF HEALTH SCIENCES" with Central Bank of India, Salt Lake Branch, IFS Code: CBIN0281353 an amount 10% of the yearly contract value of the total square ft area of the building& service charges (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Service Provider, if the Service Provider shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents and on its part to be paid, observed and performed.
2. Any such written demand made by WBUHS stating that the Service Provider is in default of the due and faithful fulfilment and performance of the obligations of the Service Provider contained in the bidding documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Service Provider or any other person and irrespective of whether the claim of WBUHS is disputed by the Service Provider or not merely on the first demand from WBUHS stating that the amount claimed is due to WBUHS by reason of failure of the Service Provider to fulfil and

perform its obligations contained in the bidding documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force for a period of not less than 36 months from date and thereafter for such extended period as may be mutually agreed between WBUHS and the Service Provider, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that WBUHS shall be the sole judge to decide as to whether the Service Provider is in default of due and faithful fulfilment and performance of its obligations contained in the bidding documents and the decision of WBUHS that the Service Provider is in default as aforesaid shall be final and binding on us, notwithstanding any differences between WBUHS and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider or the Bank or any absorption, merger or amalgamation of the Service Provider or the Bank with any other person.
7. In order to give full effect to this Guarantee, WBUHS shall be entitled to treat the Bank as the principal debtor. The West Bengal University of Health Sciences shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said bidding documents or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said bidding documents by the said Service Provider or to postpone for any time and from time to time any of the powers exercisable by it against the said Service Provider and either to enforce or forbear from enforcing any of the terms and conditions contained in the said bidding documents or the securities available to WBUHS and the Bank shall not be released from its liability under these presents by any exercise by WBUHS of the liberty with reference to the matters aforesaid or by reason of time being given to the said Agent or any other forbearance, act or omission on the part of WBUHS or any indulgence by WBUHS to the said Agent or by any change in the constitution of WBUHS or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the West Bengal University of Health Sciences to proceed against the said Service Provider before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security WBUHS may have obtained

from the said Service Provider or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of WBUHS in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to 10% of the yearly contract value and this Guarantee shall be valid for a period of 36 months. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

Dated: \_\_\_\_\_

Signed and delivered by \_\_\_\_\_ Bank

By the hand of Mr./Ms \_\_\_\_\_, its \_\_\_\_\_ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)