



WEST BENGAL MEDICAL SERVICES CORPORATION LTD.
(Wholly owned by the Government of West Bengal)
Swasthya Sathi, GN-29, Sector-V, Salt Lake, Kolkata-700 091.

BIDDING DOCUMENTS

FOR

Providing Security Services at WBMSCL warehouses.

Bid Reference No.: WBMSCL/NIT- 324 /2022

Dated - 19.07.2022

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

from eligible bidders for providing Security Services at WBMSCL warehouses

West Bengal Medical Services Corporation Ltd

Issued by:

**West Bengal Medical Services Corporation Ltd.,
(Wholly owned by the Government of West Bengal)
CIN: U85110WB2008SGC126373**

Regd. Off.: Swasthya Sathi, GN-29, Sector-V, Salt Lake, Kolkata-700 091



033-4044 0300,



033-4044 0400 Email ID -ml@wbmsc.gov.in

Bid Reference No.: WBMSCL/NIT- 324 /2022

Dated -19.07.2022

Introduction: -

1. *West Bengal Medical Services Corporation Limited* (for short “WBMSCL” or the “Corporation”), invites bids from competent and experienced contractor/agency /agencies for providing 8 (eight) Security guards at **WBMSCL warehouses** for a period of 1 (one) year,.
2. The Corporation thus hereby invites bids from eligible and qualified Indian bidders through ‘e-tendering’ for providing 8(eight) Security guards, in 2-BID SYSTEM and as described in detail in the Scope of Services in the Schedule of Requirements.
3. Intending bidders may download the Bidding Documents from the websites www.wbmsc.gov.in and <https://wbtenders.gov.in>.
4. An Earnest Money Deposit (EMD)/ Bid Security of Rs. 10000/- (Rupees ten thousand only) is to be paid by intending bidders by online payment . The Bid Security Bank Guarantee of the Selected Bidder will be returned duly discharged to the Selected Bidder on execution of the Agreement and on receipt of Performance Security as per terms of this e-NIT.

5. Technical Bid and Financial Bid must be submitted concurrently within the date and time stated in Sl. No. 13 of the e-NIT. All documents submitted by bidders should be properly indexed and digitally signed. Both Technical Bid and Financial Bid, duly digitally signed are to be uploaded in their respective folders viz., technical (statutory & non-statutory) folder and financial folder simultaneously in the website <https://wbtenders.gov.in>.
6. Financial Bids will be considered only if the Technical Bid (both statutory and non-statutory) of a bidder is found qualified by the Tender Evaluation Committee. The decision of the Tender Evaluation Committee will be final and binding in this respect. The list of responsive / technically qualified and non-responsive bidders will be uploaded in the website <https://wbtenders.gov.in>.
7. Eligibility criteria for participation
 - (i) All bidders shall have to meet the minimum eligibility criteria in respect of both of the following:
 - (a) Financial Capacity;
 - (b) Technical Capability including Experience/Credentials.
 - (ii) 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 (a) and (b) above. If any document submitted by a bidder is found at any stage to be manufactured, false or untrue in any material respect, the bid of such bidder will be rejected outright without any prejudice to any right of WBMSCL, including to forfeit the EMD/ Bid Security or invoke the Performance Security.
 - (iii) Financial capacity requirement is as follows: -
 - (a) The bidder shall have an average annual turnover of at least Rs. 1 Crores in the last 3 (three) financial years, viz. 2018-2019, 2019-2020 and 2020-2021.
 - (iv) Technical capacity requirements are as follows: -

- (a) The bidder shall be a company limited by shares (private or public) or a partnership firm including a limited liability partnership, registered under the appropriate laws of India;
- (b) The bidder shall produce records satisfactorily evidencing supply of manpower, for a minimum period of 180 days, of at least 10(ten) in number to a minimum of 5 (five) organisations in India deployed at a single site/ office of each organisation, for carrying out security services, within the last 3 (three) financial years, viz. 2019-2020, 2020-2021 and 2021-2022;
- (c) 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.
- (d) The bidder shall have a valid license under The Contract Labour (Regulation & Abolition) Act, 1970 and registration under the Employees State Insurance Act, 1948.
- (e) The bidder shall have a valid registration of Employees Provident Funds Organisation (EPFO).
- (f) The bidder shall have a valid PAN
- (g) The bidder shall have valid GST certificate/ letter recording GST identification number.
- (h) The bidder must have valid license under The Private Security Agencies Regulation Act, 2005.

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

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

10. Bids are to remain valid for a period not less than 120 days after the last date for bid submission as specified in Sl. No. 13 of this e-NIT. Bids valid for a shorter period shall be rejected as non-responsive.
11. Financial Bid will be the total rate quoted by the bidder (in INR) for providing 8 (eight) Security guards for per month basis for providing the Services mentioned in the Scope of Services of the Schedule of Requirements, for 1(one) year which shall be exclusive of all rates, levies and taxes. There shall be no other sum payable on any head to the bidder other than the bills based on the rates quoted in the Financial Bid, subject to the provisions of Sl. 12 of the e-NIT.
12. Monthly Contract Fee payable to the Selected Bidder/ Service Provider shall be made by the Corporation, after making appropriate deduction such as TDS and other statutory deductions. GST and other applicable rates and cesses, will be claimed in its bill / invoice by the Service Provider and will be disbursed accordingly by the Corporation.
13. Bidding Schedule

Sl. No	Particulars	Date & Time
1	Publication of Bidding Documents	20.07.2022
2	Pre-bid meeting	25.07.2022 at 4:00 PM
3	Last date & time for seeking clarification through email	27.07.2022
4.	Bid submission start date (online)	28.07.2022
5.	Bid submission closing (online)	11.08.2022
6.	Last date & time for submission of 'online submission bid Security receipt and physical copy of the uploaded Technical Bid (offline)	16.08.2022 upto 2:00PM
7	Date & time of opening of Technical Bids	16.08.2022 after 2:00PM
8	Technical Bid evaluation	After opening of Technical bids

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

14. In the event, any of the specified dates as above being declared a holiday or if the office of the Corporation being closed on such date, the event of the specified date will be taken up on the next working day at the same time.
15. The Corporation reserves the right to reject any or all bids and to accept or reject any or all offers without assigning any reason whatsoever and would not be liable for any cost that might have incurred by any bidder for bidding.
16. In addition to the above, bidders are advised to note carefully the instructions contained in the 'Instructions to Bidders' (ITB) and conditions in the General Conditions of Contract and other documents as per ITB 6.1 before bidding.
17. Conditional/incomplete bids will not be accepted under any circumstances.
18. The bidders shall in addition have to comply with all extant laws, regulations, practices and procedures of the Government of West Bengal in connection with public tenders or the proposed service.
19. During tender evaluation or even during performance of the Agreement, if any record submitted by any bidder is found to be incorrect, manufactured or fabricated, the bid of such bidder will be rejected and if the contract has already been awarded, the Agreement will be cancelled (after giving an opportunity of hearing to the Selected Bidder), without any prejudice to any rights of the Corporation.
20. The Corporation reserves the right to cancel the tender process at any time without assigning any reason whatsoever, and without entertaining any claim in this respect. At any time prior

to the deadline for submission of bids, or extension, if any, the Corporation may amend the Bidding Documents by issuing addenda/ corrigenda. In order to give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids or for other causes and considerations, the Corporation may also, at its discretion, extend the time for the submission of bids.

21. The EMD/ Bid Security will be forfeited/ invoked in the following events: -
 - (a) If a bidder withdraws its bid during the period of bid validity, except as provided in ITB 16.2;
 - (b) If a bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1;
 - (c) If the bidder is declared disqualified in terms of ITB 4.3;
 - (d) If the Selected Bidder fails to:
 - i) sign the Agreement in accordance with ITB 36.1;
 - ii) furnish a Performance Security in accordance with ITB 37.1; or
 - (e) If a bidder is otherwise in breach of the terms of the Bidding Documents.

22. Where an individual holds a Digital Signature Certificate in his own name duly issued to him in respect of a bidder of which he is a director/ principal officer, such person shall, while uploading any bid for and on behalf of the bidder, upload a copy of the Power of Attorney/ Board Resolution authorizing him to act on behalf of the bidder.

23. All bidders must upload all records, data and documents on which they wish to rely in support of their Technical Bid. Unless for reasons to the satisfaction of the Corporation, bidders will not be allowed to supplement data and documents submitted online, with additional data and documents, during tender evaluation.

SECTION - II

INSTRUCTIONS TO BIDDERS (ITB)

A. General

1. Scope of Bid
 - 1.1 In connection with the Notice Inviting e-Tender from eligible bidders for providing Security Services at West Bengal Medical Services Corporation Limited having its office at Swasthya Sathi, GN - 29, Sector - V, Salt Lake, Kolkata- 700091, (for short "the Swasthya Sathi Building") issues the Bidding Documents for selection of the Service Provider for providing 8(eight) Security Guards at Warehouses

The tender is invited online and submission of bids will also be online as detailed in the e-NIT.
 - 1.2 Throughout the Bidding Documents:
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) the terms 'bid' and 'tender' and their derivatives (bidder/tender, bid/tender, bidding/tendering, etc.) are synonymous.
 - (c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (d) "day" means calendar day.

2. General guidance for e-tendering

2.1 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://wbtenders.gov.in>. The bidder is to click on the link for e-tendering as given on the web portal and if required, may contact e-procurement Help Desk at Jalasampad Bhavan, 7th Floor, DVC Cell, Salt Lake, Kolkata, Phone: (033)2334-6098.

2.2 Digital Signature Certificate (DSC)

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

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

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

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

The Corporation will not be responsible for any delay or difficulties faced during the submission of bids online by the bidders due to connectivity or other issues.

3. Corrupt Practices

3.1 The Corporation requires that bidders observe the highest standard of ethics during the bidding process and during execution of such contract. In pursuance of this policy, the Corporation:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice"/"bribery" means the offering, giving receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party or influencing the process procuring goods or services or executing contracts;
 - (ii) "fraudulent practice"/"fraud" means any act or omission, including a misrepresentation of information or facts, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation or to influence the process procuring goods or services or executing contracts, to the detriment of the Corporation or other participants;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly

the actions of another party or designed to result in bids at artificial prices that are not competitive;

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

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

financial statements in connection with the Agreement.

4. Eligible Bidders
- 4.1 Bidders shall have to meet the following eligibility criteria for qualifying for being considered :
- (a) A bidder shall be a single company limited by shares (private or public)/ partnership firm including a limited liability partnership firm registered under the appropriate laws of India. Joint bids in a consortium will not be entertained;
 - (b) A bidder must produce records satisfactorily evidencing supply of manpower for a minimum period of 180 days, of at least 10 in number to a minimum of 5 (five) organisations in India deployed at a single site/ office of organisation, for carrying out security services, within the last 3 (three) financial years, viz. 2019-2020, 2020-2021 and 2021-2022;
 - (c) A bidder must have an average annual turnover of at least Rs. 1(one) Crore in the last 3 (three) financial years, viz. 2018-2019, 2019-2020 and 2020-2021;
 - (d) The bidder has not been barred the Government of India or any State Government or any of its Departments, authorities or bodies corporate under the Government of India or any State Government for participating in any project and the same subsists on the day of submission of the bid.
- 4.2 A bidder shall have to furnish the following documents:
- (a) Copy of PAN Card;
 - (b) Copy of Income Tax Returns for the financial years

- 2018-2019, 2019-2020 and 2020-2021 (assessment years 2019-2020, 2020-2021 and 2021-2022)
- (c) Copy of documents of incorporation (i.e. Certificate of Incorporation and Memorandum and Articles of Association for companies and Partnership Deed for partnership firms);
 - (d) Audited Annual Accounts for the financial years 2018-2019, 2019-2020 and 2020-2021;
 - (e) Notarised Power of Attorney/ Board Resolution in favour of signatory of bid and accompanying documents;
 - (f) Copy of documents in respect of Bank Account where payment will be transmitted upon being awarded contract [copy of relevant pages of passbook and/ or latest Bank Statement];
 - (g) Statement of Annual Turnover during the financial years 2018-2019, 2019-2020 and 2020-2021 certified by a Chartered Accountant (CA);
 - (h) Declaration by way of affidavit;
 - (i) Certificate from a minimum of 2 service recipients, stating that the services rendered have been satisfactory and no adverse report was obtained;
 - (j) Copy of license under The Contract Labour (Regulation & Abolition) Act, 1970;
 - (k) Copy of Certificate of Registration under the Employees State Insurance Act, 1948;
 - (l) Copy of EPFO Registration Certificate;
 - (m) Copy of GST certificate/ letter recording GST identification number;
 - (n) Copy of valid license under The Private Security

Agencies Regulation Act, 2005.

- 4.3 The Corporation considers a conflict of interest to be a situation in which a party has an interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitutes a prohibited practice by the Corporation which requires that bidders, suppliers, and contractors under contracts with the Corporation, observe the highest standard of ethics and will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:
- (a) they have controlling shareholders in common;
 - (b) they receive or have received any direct or indirect subsidy from any of them;
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Corporation regarding this bidding process.
- 4.4 Joint bids or consortium bids will not be entertained.
- 4.5 A bidder who is under a declaration of ineligibility by the Corporation in accordance with ITB 3 or by any Department

of Government of India or Government of West Bengal, at the last date for bid submission or thereafter during process of evaluation, shall be disqualified.

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

5. Requirements

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

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

B. Contents of Bidding Documents

6. Sections of Bidding Documents

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

PART I Bidding Procedures

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

Section II - Instructions to Bidders (ITB)

PART II Requirements

Section III - Schedule of Requirements (SoR)

Section IV - Bidding Forms (BDF)

PART III Contract

Section V – General Conditions of Contract (GCC) Section VI – Contract Forms (COF)

- 6.2 The Corporation is not responsible for the completeness of the Bidding Documents and their Addenda/ Corrigenda, if they were not obtained directly from the source stated by the Corporation in the e-NIT.
- 6.3 The bidder is expected to examine all instructions, forms, terms, and requirements in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid. All the Sections forming part of the Bidding Documents are
- 6.4 to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:
- (a) the General Conditions of Contract and the Agreement,
 - (b) the Schedule of Requirements,
 - (c) the Notice Inviting e-Tender and the Instructions to Bidders,
 - (d) the Bidding Forms.
7. Clarification of Bidding Documents, Pre-Bid Meeting
- 7.1 A prospective bidder requiring any clarification of the Bidding Documents shall contact the Corporation in writing by sending an e.mail to the Corporation’s e.mail address at ml@wbmsc.gov.in or raise its queries during the pre-bid meeting in accordance with ITB 7.4 and ITB 7.5. Should the Corporation deem it necessary to amend the Bidding Documents as a result of a request for clarification, it shall do so following the procedure under ITB 8.
- 7.2 The bidder's designated representative is invited to attend a

pre-bid meeting at the office of the Corporation at Swasthya Sathi, GN-29, Sector – V, Salt Lake, Kolkata - 700 091 on 25th July-2022 at 16:00 hrs. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 7.3 The bidder is requested, as far as possible, to submit any questions in writing, to reach the Corporation not later than the time and date mentioned in the e-NIT (Sl. 13).
- 7.4 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded in the e-tender portal i.e. <https://wbtenders.gov.in> within 7 (seven) days from the date of pre-bid meeting. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Corporation exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
8. Amendment of Bidding Documents/ Extension of deadlines
- 8.1 Any addendum/ corrigendum issued shall be part of the Bidding Documents and shall be uploaded in the e-tender portal i.e. <https://wbtenders.gov.in> and also at www.wbmsc.gov.in.
- 8.2 To give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids or for other causes and consideration, the Corporation may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids

9. Costs of Bidding 9.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Corporation shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid 10.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Corporation, shall be written in English only. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, such translation shall be relied on.
11. Documents comprising the Bid 11.1 Tenders are to be submitted online following the process mentioned in Sl. Nos. 5 of the e-NIT in two folders, one being the Technical Bid and the other being the Financial Bid before the prescribed date and time. The documents are to be uploaded scanned for viruses and duly digitally signed so that the documents will get encrypted (transformed into non readable formats).
- 11.2 The Technical Bid shall comprise of the scanned copies of the following documents in one folder :

Statutory cover of Technical Bid containing:

To be filled in FORM folder:

- (i) Covering Letter (duly filled in) as per format given in

Form- 1 of Section - IV (Bidding Forms)

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

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

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

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

To be filled in DRAFT folder:

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

To be filled in NIT folder:

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

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

(iii) Schedule of Requirements (Section - III)

Non-statutory (My Documents) Cover containing

To be filled in CERTIFICATES folder:

(a) Copy of PAN Card

(b) Copy of Bank Account documents (passbook and/

or bank statement)

- (c) Copy of valid licence under The Contract Labour (Regulation & Abolition) Act, 1970
- (d) Copy of Certificate of Registration under the Employees State Insurance Act, 1948
- (e) Copy of EPFO Registration Certificate
- (f) Copy of GST certificate/ letter recording GST identification number
- (g) Copy of valid license under The Private Security Agencies Regulation Act, 2005
- (h) Copy of Income Tax Returns for the financial years 2018-2019, 2019-2020 and 2020-2021 (assessment years 2019-2020, 2020-2021 and 2021-2022).

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 2018-2019, 2019-2020 and 2020-2021;

To be filled in DECLARATION folder:

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

To be filled in CREDENTIAL 1 folder:

- (a) Documents showing experience in supply of manpower for a minimum period of 180 days of at

least 10 (ten) in number to a minimum of 5 (five) organisations in India deployed at a single site/ office of each organisation, for carrying out either for carrying out security services within the last 3 (three) financial years, viz. 2019-2020, 2020-2021 and 2021-2022;

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

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

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

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

To be filled in BoQ folder:

Bill of Quantity (BoQ) in the specified format i.e. the total rate per month offered by the bidder for providing Security personnel 8(eight) in number for 1(one) month.

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

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

12. Letters of Bid and 12.1 The Letters of Technical Bid shall be prepared using the

- Schedules relevant forms furnished in Section - IV (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13. Bid Prices
- 13.1 The prices quoted by the bidder in the Financial Bid shall conform to the requirements specified below.
- 13.2 The price to be quoted in the Financial Bid, in accordance with the BoQ, shall be the total rate for providing the manpower in month basis (in INR) to be charged by the bidder for providing Security Services as per the Schedule of Requirements, which shall be exclusive of all rates, levies and taxes. Only a fixed rate per month (up to two decimal places) for calendar years can be quoted by the bidder . GST and other applicable rates and cesses, will be claimed in the monthly bill/ invoice, which shall be disbursed by the Corporation.
- 13.3 The rate quoted by the bidder is not subject to any discount or adjustment.
14. Currencies of Bid and Payment
- 14.1 The rate shall be quoted by the bidder entirely in Indian National Rupees (INR) only. The Corporation shall be entitled to reject any bid, if the same has been submitted in any other currency.
15. Documents Establishing the Qualifications of the Bidder
- 15.1 To establish its qualifications to perform the obligations under the Agreement, the bidder shall provide the information requested in the corresponding information sheets included in Section - IV (Bidding Forms).

16. Period of Validity of Bids
- 16.1 Bids shall remain valid for a period of 120 days after the bid submission deadline date prescribed by the Corporation. A bid valid for a shorter period shall be rejected by the Corporation as non responsive.
- 16.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Corporation may request bidders to extend the period of validity of their bids. The request and the response shall be in writing. A bidder may refuse the request without forfeiting its Bid Security. A bidder accepting the request shall not be required or permitted to modify its bid.
17. Bid Security
- 17.1 The bidder shall upload as part of its bid, a scanned copy of the Bank Guarantee comprising the EMD/Bid Security, which the bidder is bidding.
18. Format and Signing of Bid
- 18.1 The bid shall be digitally signed by a person or persons duly authorized to sign on behalf of the bidder as stated in Sl. No. 22 of the e-NIT.

D. Submission and Opening of Bids

19. Submission of Tenders
- 19.1 Tenders are to be submitted online as stated in Sl. Nos. 5 and 6 of the e-NIT in two folders at a time, one being

Technical Bid and the other being Financial Bid within the prescribed date and time. The documents are to be uploaded after being scanned for viruses and duly digitally signed, so that the documents will get encrypted (transformed into non readable formats).

In addition, the bidders shall submit a physical copy of all the Technical Bid documents so uploaded, duly indexed and paginated, at the office of the Corporation not later than the date and time mentioned in the e-NIT in Sl. 13, to facilitate evaluation of bids. The physical copies of the Technical Bid documents should be submitted in one envelope and the Bid Security shall be submitted in another envelope. Bidders as part of the physical copy of their Technical Bids shall also submit a Checklist of documents as per Form - 13 in Section - IV (Bidding Forms). The bidder shall tick mark the column titled "**Checked by bidder**" to indicate that the respective document is being submitted as part of the Technical Bids. The columns titled "**Checked by Corporation**" and "**Remarks**" shall be left blank by the bidder.

- | | | | | |
|-----|--------------------------------|-----|------|--|
| 20. | Deadline
Submission of Bids | for | 20.1 | Complete bids (including Technical and Financial) must be uploaded in the e-tender website i.e. https://wbtenders.gov.in not later than the date and time as mentioned in the e-NIT in Sl. 13. |
| | | | 20.2 | The Corporation may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline shall thereafter |

be subject to the deadline as extended.

21. Bid Opening

21.1 The Technical Bid will be opened online by the authority receiving tenders or by its authorized representative at time, date and the place specified in the e-NIT in Sl. 13 in the manner specified in the e-NIT. The authority receiving tenders or its authorized representative shall decrypt all Technical Bids submitted by the bidders and copy its contents any storage device such as a compact disc, pen drive or hard drive. The authority receiving tenders or its authorized representative may take print outs of all Technical Bids. The date and time for online opening of Financial Bid will be as per Sl. 13 of the e-NIT. The manner of online opening of Financial Bid will be same as Technical Bid opening and the authorized representatives of the technically qualified bidders will be required to attend the opening of Technical Bid.

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

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

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

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

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

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

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

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

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

E. Evaluation and Comparison of Bids

- | | | | |
|-----|----------------------------------|------|---|
| 22. | Confidentiality | 22.1 | Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Award of contract is communicated to all bidders. |
| | | 22.2 | Any attempt by a bidder to influence the Corporation in the evaluation of the bids or contract award decisions may result in the rejection of its bid. |
| 23. | Clarification of Bids | 23.1 | To assist in the examination, evaluation and comparison of the Technical and Financial Bids, the Corporation may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Corporation shall not be considered. The Corporation's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid, or, prices in the Financial Bid shall be sought, offered, or permitted. |
| | | 23.2 | If a bidder does not provide clarifications of its bid by the date and time set in the Corporation's request for clarification, its bid may be rejected. |
| 24. | Deviations,
Reservations, and | 24.1 | During the evaluation of bids, the following definitions apply: |

- Omissions
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
25. Preliminary Examination of Technical Bids 25.1 The Corporation shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the bid may be rejected.
26. Responsiveness of Technical Bid 26.1 The Corporation's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 26.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Corporation, or the bidder's obligations under the proposed contract;

or

(b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

26.3 The Corporation shall examine the technical aspects of the bid submitted to confirm that all requirements have been met without any material deviation or reservation.

26.4 If a bid is not substantially responsive to the requirements of the Bidding Documents and is rejected by the Corporation, it may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

27. Nonconformities,
Errors, and Omissions

27.1 The Corporation may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.

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

28. Qualification of the
Bidder

28.1 The Corporation shall determine to its satisfaction during the evaluation of Technical Bids whether bidders meet the qualifying criteria as specified in the Bidding Documents.

28.2 The determination shall be based upon an

examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB 11.2.

- | | | | |
|-----|---|------|---|
| 29. | Evaluation Criteria | 29.1 | <p>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.</p> <p>The Financial Bid of bidders, who do not meet the qualifying criteria prescribed in ITB 4.1 will not be opened.</p> |
| 30. | Preliminary Examination of Financial Bids | 30.1 | <p>The Corporation shall examine the Financial Bids to confirm that all documents and schedules requested in ITB 11.3 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the bid may be rejected.</p> |
| 31. | Evaluation of Financial Bids | 31.1 | <p>The Corporation shall only consider the amount quoted in the BoQ, for evaluation of the Financial Bid of the technically qualified bidder. No other evaluation criteria or methodology shall be permitted.</p> |
| 32. | Comparison of Bids | 32.1 | <p>All technically qualified bidders shall be at par.</p> |
| | | 32.2 | <p>The Corporation shall make a table of all the Financial Bids of technically qualified bidders.</p> <p>The Financial Bids for all the technically qualified bidders will be opened first. Upon decryption of the Financial Bids of all technically qualified bidders, a table shall be prepared containing particulars of Financial Bids as</p> |

submitted by each of the technically qualified bidders.

33. Corporation's right to accept any bid, and to reject any or all bids 33.1 The Corporation reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to Award, without thereby incurring any liability to bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the bidders.

F. Award of Contract

34. Award Criteria 34.1 Subject to being otherwise not under any disqualification, the bidder of the lowest Financial Bid (L1) shall be declared as the L1 Bidder and be eligible for award of contract subject to what is contained hereinafter.
- In the event the Financial Bids of 2 (two) or more bidders, who are qualified and whose Technical Bids are at par, 34.2 are the same (the “**tie bidders**”), the Corporation shall at its discretion:
- (a) Either hold an *inter se* auction amongst such tie bidders to quote further lower bids and shall declare such of them who has offered the lowest bid in such auction to be the Selected Bidder. Bidders’ representatives who choose to attend the Financial Bid opening should therefore be duly authorized to participate in such auction. In the event a tie bidder is not represented on the Financial Bid opening date or the authorized representative of such bidder does not or is unwilling to participate in such auction, the

auction would be held amongst the remaining tie bidders and if there be only one remaining tie bidder, the latter will be declared as the Selected Bidder provided that such remaining tie bidder offers a lower bid than that is already offered in its Financial Bid. In the event the lowest bidder withdraws or is not declared as the Selected Bidder, the Corporation may invite fresh bids; or

- (b) Invite fresh bids, without holding any *inter se* auction amongst such tie bidders.

35. Notification of Award 35.1

The Selected Bidder will be notified of Award by the Corporation prior to expiry of the bid validity period by uploading such information in the e-tender portal or by e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Agreement called the "Letter of Acceptance/ Notification of Award / Work Order") will state the total rate quoted per month at which the Corporation will pay the Selected Bidder/ Service Provider in consideration of rendering the services by the Selected Bidder/ Service Provider as prescribed by the contract (hereinafter and in the GCC called the "Contract Price. Within 60 days from the date of the Notification of Award, the Selected Bidder shall have to commence the services as may be directed by the Corporation in terms of the Bidding Documents.

Until a formal contract is prepared and executed, the Notification of Award shall constitute a direction to commence services as may be directed by the Corporation

35.2 within 60 days from the date of the Notification of Award, subject only to the furnishing of a Performance Security in accordance with the provisions of ITB 37.1, whereupon the Agreement shall come into force.

All other bidders apart from the Selected Bidder, who have submitted a valid Financial Bid and whose Financial Bids have been opened and decrypted, i.e. L2 bidder, L3 bidder and so on, will be issued a Notification of Shortlisting by the Corporation, whereby such bidders
35.3 will be intimated that their names have been shortlisted and in case the Agreement with the Selected Bidder is terminated before the completion of term of 36 months, for any reason whatsoever, the Corporation shall have the liberty to call upon the L2 , to execute such services by issuing a Notification of Award and award the contract for the unexpired term of the Agreement, provided the L2 bidder agrees to undertake to execute such services at the L1 rate. In case the L2 bidder is unwilling to match the L1 rate, such offer will be made by the Corporation to the L3 bidder, and so on. If none of the shortlisted bidders are willing to match the L1 rate, the Corporation shall invite fresh bids.

36. Signing of Agreement 36.1 Promptly after notification, the Corporation shall send the Selected Bidder, the Agreement to be executed. Each page of the Agreement should be signed by the Managing Director of the Corporation and the Service Provider's authorized signatory. If there are any corrections, cuttings, omissions, over writings, insertions, etc. (after issue of Agreement) their number should be clearly mentioned on each page of the Agreement before signing.

- 36.2 Within 14 days of receipt of the Agreement, the Selected Bidder shall sign and date the Agreement and return it to the Corporation. The Agreement shall only come into existence, when the Performance Security is furnished in terms of ITB 37
37. Performance Security 37.1 Within 10 days of the receipt of Notification of Award from the Corporation, the Selected Bidder shall furnish the Performance Security in accordance with the Agreement, issued by any scheduled bank drawn in favour of "West Bengal Medical Services Corporation Limited", in the form given in Section - IV (Bidding Forms). Such Bank Guarantee shall be valid for a period of 12 months from the Notification of Award and shall be renewed by the Selected Bidder, if any extension of the Agreement is granted.

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

Sl. No.	Particulars	Unskilled (Rs.)	Semi Skilled (Rs.)	Skilled (Rs.)
1	Basic Wages Area A	7489	8,238	9,062
2	HRA @ 5%	374	412	453
3	EPF (@ 13.15% on Basic)	985	1083	1192
4	ESI (@ 4.75% on Gross)	373	411	452
5	Bonus (@ 8.33% of Basic Wage)	624	686	755
6	National Holidays 4 days & 24 days' leave in a year	884	972	1069
7	Uniform	200	200	200

Sl. No.	Particulars	Unskilled (Rs.)	Semi Skilled (Rs.)	Skilled (Rs.)
1	Basic Wages Area B	6774	7450	8,195
2	HRA @ 5%	339	373	410
3	EPF (@ 13.15% on Basic)	891	980	1078
4	ESI (@ 4.75% on Gross)	338	372	409

5	Bonus (@ 8.33% of Basic Wage)	583	621	683
6	National Holidays 4 days & 24 days' leave in a year	801	879	967
7	Uniform	200	200	200

Area A – (i) Areas notified under Kolkata Metropolitan Development Authority (KMDA)

(ii) Asansol Municipal Corporation

(iii) Durgapur Municipal Corporation

(iv) Siliguri Municipal Corporation

(v) Digha Shankarpur Development Authority

(vi) Thermal power plant area including Township areas

(vii) All the Municipal area in different Districts

(viii) All the Sub-Divisions in the districts of Howrah, Hooghly, Burdwan and 24-Parganas (N) [excluding Barasat and Basirhat]

(ix) Alipur Sub-Divison and Baruipur Sub-Division in the district of 24- Parganas (S)

(x) Midnapore Sadar Sub-Division and Kharagpur Sub-Division in the district of West Midnapore

(xi) Siliguri Sub-Division in the district of Darjeeling

(xii) Bankura Sub-Division and Kharagpur Sub-Division in the district of Bankura

(xiii) Raghunathpur Sub-Division in the district of Purulia

Area B – Rest of West Bengal

ANNEXURE - B**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/ shopping complex/ entertainment centre/ commercial complex

ANNEXURE - C

SCOPE OF 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 of staff, visitors and to the assets and movable properties of the staff and visitors.
 - (b) Safeguard against trespass.
 - (c) Regulation and control of vehicular traffic.
 - (d) Maintenance of vigil and undertaking surveillance for control of untoward incidents, specially involving the outside elements.
 - (e) Controlling entry of stray cattle, canine and feline menace.
 - (f) Timely switching on/ off of all lights.
 - (g) Dealing with and escorting postmen, incoming couriers and preventing entry of pseudo-couriers.
 - (h) Collecting, safeguarding and handing over letters sent via registered post, speed post and by courier in respect of any absentee.
 - (i) Checking and searching of bags of visitors at any point of time, if it appears to be suspicious.
 - (j) Regulating and recording access/ movement of men, material, machines, equipment, labour, vehicles etc. through the designated gates.
 - (k) Assist the visitors in reaching the designated locations including assistance to senior citizens, females in reaching the desired location/ Department while displaying mature behaviour towards female visitors and elderly persons.
 - (l) Performing flag-hoisting and parade ceremony at the Corporation on the occasion of National Festivals like Independence Day and Republic Day .
 - (m) Undertaking training to extinguish fire with the help of fire extinguishing cylinders and other fire-fighting materials like hydrants and sprinklers.

- (o) In emergency situations, participating in their role defined in the disaster plan, if any, of the appropriate authorities and undertaking such training for rendering necessary help in the emergency situations.
- (p) any other activity as given by the Authority

The service provider should deploy

- (a) 04 security guards at EMAIL godown situated near Dunlop
- (b) 04 security guards at EMAIL godown situated near WIPRO, Sector-V

SECTION - IV
BIDDING FORMS

FORM - 1

COVERING LETTER

(On the letter head of the bidder)

Managing Director,
West Bengal Medical Services Corporation Ltd.,
Swasthya Sathi,
GN 29, Bidhannagar, Sector -V,
Kolkata-700 091.

Sir,

Subject: Bid in response to your e-NIT bearing Bid Reference No. WBMSCL/
NIT-___/20.... dated ___/ __/20... for providing Security Guards at
WBMSCL Warehouses

With reference to your e-NIT bearing Bid Reference No. WBMSCL/ NIT-___/20.. dated ___/../.20... 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. WBMSCL/ NIT-___/20.. dated ___/..../20.... for Security Services at **WBMSCL warehouses**

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

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

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

We agree to keep this bid valid for 120 (one hundred and twenty) days from the closing date of submission of the bids.

Yours faithfully,
For [Name of bidder]

Place:
Date:

[Signature]
[Name of authorized signatory]
[Designation]
[Affix rubber stamp of bidder]

FORM - 2**QUALIFICATION INFORMATION**

(On the letterhead of the bidder)

1.
 - a) Name:
 - b) Address of the corporate headquarters:
 - c) Date of incorporation and / or commencement of business:

2. Brief description of the company / partnership including details of its main lines of business:
(Information and activities in brief of the bidder in not more than 1 page of A-4 size is required to be submitted which may be annexed to this Form)

3. Details of individual(s) who will serve as the point of contact/ communication for the bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E.mail address:
 - (f) Fax Number:

4. Particulars of the authorised signatory of the bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Telephone Number:
 - (e) E-mail address:
 - (f) Fax Number:

5. Number of years of experience of the bidder in the respective field of operation (as on date of submission of the bid):

6. Bank Account Details of the bidder (Name of the Bank, Branch and address, Type of Accounts, IFSC Code):

7. Staffing Plan and monitoring mechanism at all levels planned for this scheme for which the bidder is submitting the bid:

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

For (name of bidder)

Date:
Place:

[Signature]
[Name of authorized signatory]
[Designation]
[Affix rubber stamp of bidder]

FORM - 3

e-NIT ACCEPTANCE FORM

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

AFFIDAVIT

This is to certify that we, M/s. _____, in submission of this bid confirm that all the terms and conditions of the Bidding Documents (Bid Reference No. WBMSCL/ NIT-___/20.. dated __/./20..) and all its Sections, viz. the e-NIT, the ITB, the Schedule of Requirements, the Bidding Forms, the General Conditions of Contract and all Addenda, Corrigenda and clarifications issued to the Bidding Documents are read and accepted without any modification or conditions.

For [Name of bidder]

Place:

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

[Date]

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

FORM -4**DECLARATION BY WAY OF AFFIDAVIT**

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

AFFIDAVIT

This is to certify that we, M/s. _____, in submission of this bid confirm that:-

- a) We possess the necessary technical and financial resources and competence required by the Bidding Documents issued by the Corporation;
- b) We are not insolvent, in receivership, bankrupt or being wound up, nor have our affairs administered by a court or a judicial officer, nor have our business activities being suspended nor are they subject of legal proceedings;
- c) We have not been disqualified pursuant to any debarment or blacklisting proceedings to enter into any tender by the Government of India or any State Government or any of its Departments, authorities or bodies corporate under the Government of India or any State Government from participating in any project which continues as on the date of bid submission;
- d) We do not have a conflict of interest as specified in the Bidding Documents, which materially affects fair competition.

For [Name of bidder]

Place:

[Signature]
 [Name of authorized signatory]
 [Designation]
 [Affix rubber stamp of bidder]
 [Date]

[Note: Technical evaluation of the bid will only be taken up after scrutiny of Form - 4 duly notarised]

FORM - 5**POWER OF ATTORNEY IN FAVOUR OF SIGNATORY OF THE BID**

(To be executed on non-judicial stamp paper of appropriate value)

KNOW ALL MEN BY THESE PRESENTS THAT WE,[insert the name of the bidder]..... a company within the meaning of the Companies Act, 2013/ a partnership within the meaning of the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2009 and having its registered office/ office at[insert address](hereinafter referred to as the bidder) acting through[insert name of the person giving the Power of Attorney].....presently holding the position of (insert designation of the person giving the Power of Attorney) having been authorized by the partners/ Board of Directors inter alia, to execute contracts in the name of and for and on behalf of the bidder do hereby constitute, appoint and authorize (insert name, designation and residential address of the person to whom the Power of Attorney is being given)..... as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid in respect of Bid Reference No. WBMSCL/ NIT-___/20.. dated ___/.../20... of the (hereinafter “the Corporation”). We hereby further authorize the above attorney for signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid and such documents related to the bid, and providing responses and representing us in all the matters before the Corporation in connection with the bid for the said tender till the completion of the bidding process. We accordingly hereby nominate, constitute and appoint above named person, as the lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

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

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

For [Name of bidder]

Place:

[Signature]
[Name of authorized signatory]
[Designation]
[Affix rubber stamp of bidder]
[Date]

Witnesses:

- 1.
- 2.

[Notarised]

Accepted

(Signature)

(Name, Title and Address of the Attorney)

FORM - 6**BOARD RESOLUTION IN FAVOUR OF SIGNATORY OF THE BID**

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

RESOLVED THAT Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for "Security Services at "West Bengal Medical Services Corporation Limited" issued by (hereinafter "the Corporation"), including signing and submission of all documents and providing information / responses to the Corporation, representing us in all matters before the Corporation, and generally dealing with the Corporation in all matters in connection with our bid for the said Services.

Certified true copy

(Signature, Name and stamp of Company Secretary)

Notes:

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

FORM - 7**LETTER OF FINANCIAL BID***{On the letterhead of the bidder}*

Date:

Managing Director,
West Bengal Medical Services Corporation Ltd.,
Swasthya Sathi,
GN 29, Bidhannagar, Sector -V,
Kolkata-700 091.

Sir,

Subject: Bid in response to your e-NIT bearing Bid Reference No. WBMSCCL/NIT-___/20... dated __./../20... for providing Security Guards at **WBMSCCL warehouses** We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instruction to Bidders (ITB) 8.
- b) We offer to provide the services in accordance to the Schedule of Requirements as provided in the Bidding Documents.
- c) Apart from the Monthly Contract Fee (upon deduction of taxes, as may be applicable) as per the GCC, nothing extra or additional, on any head or account will be paid by you to us.
- d) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until the formal Agreement is prepared and executed.
- e) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- f) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.

Yours faithfully,

[Signature]
[Name of authorized signatory]
[Designation]
[Affix rubber stamp of bidder]
[Date]

FORM - 8**FINANCIAL CAPACITY OF BIDDER***(On the letterhead of a Chartered Accountant)*

Dated: [●]

Certificate of Financial Capacity

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

Financial Year	Turn Over
2020-2021	
2019-2020	
2018-2019	

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

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

Name of Chartered Accountant:

Seal of Chartered Accountant:

[Signature]
[Name of Chartered Accountant]
{Registration No.]

FORM - 9FINANCIAL SITUATION

Each bidder must fill in this form

Financial Data		
Year 1	Year 2	Year 3
(2018-2019)	(2019-2020)	(2020-2021)

Information from Balance Sheet

1. Total Assets
2. Total Liabilities (secured loans, unsecured loans and current liabilities)
3. Misc. expenditure to the extent not written off
4. **Net worth (1-2-3)**
 - A. **Investments¹**
 - B. **Current Assets**
 - i. Inventories
 - ii. Sundry debtors
 - iii. Cash & Bank and other current assets²
 - iv. Loans & Advances³

Total Current Assets
 - C. **Current liabilities and provisions**
 - i. Current liabilities and provisions

- ii. Provisions
- iii. Unsecured loans⁴

Total Current liabilities and provisions

Information from Income Statement

Total Revenue

Profit before taxes

Profits after taxes

1. Investments shall include only those investments which are unencumbered as certified by the Statutory Auditor.
2. Cash & Bank and other current assets will not include margin money deposit, earnest money deposit, retention money, money lying in any escrow account, unbilled revenue.
3. Loans and advances shall not include tax deducted at source and advance tax, deposits lying with statutory authorities or deposits lying under any judicial order.
4. Amounts repayable within one year shall be included.
Attached are copies of financial statements (balance sheets including all related notes and income statements) for the financial years as indicated above, complying with the following conditions.
All such documents reflect the financial situation of the bidder
 - i) Historical statements must be audited by a certified accountant
 - ii) Historical statements must be complete, including all notes to the Financial Statements.
 - iii) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

FORM - 10**FORM OF NOTIFICATION OF SHORT-LISTING**
(BY SPEED POST WITH ACK. DUE)

(On the letter head of the Managing Director of the Corporation)

No. : _____ /

Dated :

Name & Address of the Shortlisted Bidder

Dear Sirs,

Sub: Bid Reference No. WBMSCL/NIT-___/20.. dated ___/.../.20...

Ref: Your tender dated _____ and letter dated _____

This is to notify you that you had submitted a substantially responsive Technical Bid and a valid Financial Bid. Although your Financial Bid is not the L1 bid and you have failed to become the Selected Bidder, in terms of ITB 34.1, having submitted a substantially responsive Technical Bid and a valid Financial Bid, you are hereby selected as the Shortlisted Bidder. Your selection as the Shortlisted Bidder shall stay valid for a period of 12 months till _____ (specify date).

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

Pursuant to Clause 37.1 of the Instructions to Bidders, you will be required to furnish Performance Security for an amount of equal to 10% of the yearly contract value within 10 days of receipt of the Notification of Award.

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

Yours faithfully,

We confirm

For West Bengal Medical Services Corporation Ltd.

For [name of Selected Bidder]

[Managing Director]

[Signature]

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of Selected Bidder]

[Date]

FORM - 11**FORM OF NOTIFICATION OF AWARD****(BY SPEED POST WITH ACK. DUE)***(On the letter head of the Managing Director of the Corporation)*

No. : _____ /

Dated :

Name & Address of the Selected Bidder

Dear Sirs,

Sub: Bid Reference No. WBMSCL/NIT-___/20.. dated ___/.. /20...

Ref: Your tender dated _____ and letter dated _____

This is to notify you that your bid under reference has been accepted by us at a consolidated rate of Rs ._____ per month (Rupees _____ only) for Security Services at **WBMSCL warehouses**

Pursuant to Clause 37.1 of the Instructions to Bidders, you are required to furnish Performance Security for an amount of 10% of the contract value within 10 days of receipt of this Notification of Award.

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

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

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

The Effective Date for commencement of services shall be _____.

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

Yours faithfully,

We confirm

For West Bengal Medical Services Corporation Ltd.

For [name of Selected Bidder]

[Managing Director]

[Signature]

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of Selected Bidder]

[Date]

FORM - 12**CHECK-LIST OF DOCUMENTS***[To be filled and included with the physical copy of the bid]*

Sl. No.	Document to be submitted	Checked by bidder	Checked by Corporation	Remarks
1.	Covering Letter (as per the format given in Form 1)			
2.	Qualification Information (as per format given in Form 2)			
3.	e-NIT Acceptance Form (as per format given in Form 3 hereof)			
4.	Declaration by way of Affidavit (as per format given in Form 4)			
5.	Power of Attorney in favour of signatory of the bid (as per format given in Form 5) or Board Resolution in favour of signatory of the bid (as per format given in Form 6) whichever is applicable			
6.	Letter of Financial Bid (as per format given in Form 7)			
7.	Financial Capacity of Bidder (as per format given in Form 8)			
8.	Financial Situation (as per format given in Form 9)			
9.	EMD Submission online receipt			
10.	Memorandum and Articles of Association/ Deed of Partnership			

11.	PAN Card			
12.	Relevant pages of passbook/ Bank Statement showing Account No. and IFS Code			
13.	License under The Contract Labour (Regulation & Abolition) Act, 1970			
14.	Certificate of registration under the Employees State Insurance Act, 1948			
15.	EPFO Registration Certificate			
16.	Letter recording GST identification number/ GST certificate			
17.	Income Tax Returns for the financial years 2018-2019, 2019-2020 and 2020-2021 (assessment years 2019-2020, 2020-2021 and 2021-2022)			
18.	Audited Balance Sheets for the financial years 2018-2019, 2019-2020 and 2020-2021			
19.	License under The Private Security Agencies Regulation Act			
20.	Documents showing experience in supply of manpower of at least 10 in number being deployed at a single site/ office of the organisation, within the last 3 (three) financial years 2019-2020, 2020-2021, 2021-2022, for a minimum period of 180 days, for carrying out security services			

21.	Certificate from the service recipients stating that the service has been satisfactory and no adverse report was obtained within the last 3 (three) financial years (2019-2020, 2020-2021, 2021-2022)			
22.	Entire Bidding Documents comprising of all the Sections duly signed and stamped			

SECTION - V

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

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

1.1 **“Authority”** means .

1.2 **“Contract”** means the Agreement, these Conditions, the Schedule of Requirements, the Notice inviting e-Tender and the Instructions to Bidders and the further documents (if any) which are listed in the Agreement.

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

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

2. ENTRUSTMENT

The Authority has offered to the Service Provider and the Service Provider has accepted to provide the Services on a principal to principal basis, for a period of 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,

4. REPRESENTATIONS AND WARRANTIES BY THE SERVICE PROVIDER

The Service Provider warrants and represents that:

- (i) The person signing this Agreement on behalf of the Service Provider represents and covenants that he has the authority to so sign and execute this Agreement on behalf of the Service Provider for whom he is signing.
- (ii) The Service Provider is fully authorized and has all capacity and power to enter into and perform this Agreement in accordance with the terms and conditions stated herein.
- (iii) The execution of this Agreement does not violate any covenant stipulation/condition of any agreement/deed entered into by the Service Agreement with any third party.
- (iv) The Service Provider shall comply with all 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.
- (v) The Service Provider have obtained all statutory licences and approvals necessary for carrying out the functions and has no legal impediments to perform the obligations hereunder.

5. COMPLIANCE WITH LAW

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

6. COVENANTS OF THE SERVICE PROVIDER

The Service Provider covenants as follows:

- (i) UNDERTAKING

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

(ii) APPROVALS AND LICENCES

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

- a) Registration Code under the Employees State Insurance Act, 1948
- b) Registration under The Contract Labour (Regulation and Abolition) Act, 1970 and The Contract Labour (Regulation and Abolition) Rules, 1971
- c) Registration with Employees Provident Fund Organisation
- d) License under The Private Security Agencies Regulation Act, 2005

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

(iii) PAYMENT TO EMPLOYEES

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

(iv) RESPONSIBILITY FOR ALL CLAIMS OF ITS EMPLOYEES

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

(v) UNIFORM

The Service Provider at its own expenses shall provide its employees with at least 2 sets of neat and clean uniforms, torches, sticks, stationeries, whistles, and protective material like jackets, overcoats, umbrella and shoes. Winter accessories shall also be provided as a part of uniform by the Service Provider. The Service Provider must also ensure that all its employees always wear proper identity cards issued to them by the Service Provider and are always dressed in proper uniform..

(vi) ATTENDANCE RECORD

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

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

7. GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

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

caused due to negligence of the Service Provider. The Service Provider shall attend all the police cases during the tenure of the Agreement, if required and instructed by the Authority. No report for any loss / damage to the property of the Authority, shall be lodged with the police by the Service Provider without the written approval of the Authority.

- (vii) To provide the Authority with a list of the personnel (including list of replacement/ *badli* workers) to be deployed at all the facilities periodically, as may be required.
- (viii) To ensure that the personnel deployed maintain perfect discipline and behaviour and they shall not in any manner cause any interference, annoyance, nuisance to the officials and staff of the Authority in carrying out in discharge of their respective duties. The Authority shall be at liberty to object to and require the Service Provider to remove forthwith from the Corporation any person employed by the Service Provider if in the opinion of the Authority, such person has caused misconduct, is incompetent or negligent in proper performance of his duties or his employment is otherwise considered undesirable. The decision of the Authority shall be unquestionable and final and the Service Provider shall be under obligation to replace such a person.
- (ix) The personnel who are required to work in a particular shift shall not leave the Corporation unless properly relieved by the next set of personnel of the following shift, as may be applicable. The Corporation shall not be left unmanned at any time during the period of the Agreement.

8. FIDELITY INSURANCE COVER

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

claim that the Authority may have to meet in respect of Service Provider's workmen / employees on account of any accident or for any other reason.

9. ASSIGNMENT

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

10. MODIFICATION OF CONTRACT

If necessary, the Authority may, by a written order given to the Service Provider at any time during the currency of the Agreement, modify/ alter in the contract made by the Authority by enhancing or decreasing number of manpower needed at Corporation which shall not exceed or be less than 40% of the present requirement for which the Service Provider shall be required to undertake the Services at the rates similar to that quoted in the Financial Bid.

1. CONSIDERATION

- (a) On and from the Effective Date till the date of termination/ the End Date (whichever is earlier), the Service Provider shall have the sole and exclusive right to demand, collect and appropriate the agreed Monthly Contract Fee from the Authority in accordance with this Agreement. No employee of the Service Provider shall make any demand of wages, fees, charges in any nature whatsoever to the Authority. Upon completion of each calendar month, the Service Provider will submit invoice / bill by the 10th of the succeeding month to the Authority at Swasthya Sathi building
- (b) Applicable Goods & Services Tax (GST) and other such taxes, cesses and levies will be claimed in the invoice/ bill by the Service Provider, payment whereof shall be made by the Authority along with the Monthly Contract Fee being disbursed to the Service Provider.

13. NO EMPLOYER - EMPLOYEE OR MASTER SERVANT RELATIONSHIP

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

14. SERVICE PROVIDER'S INDEMNITY

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

15. TERMINATION

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

- (i) If the Service Provider or any of its employee, is found to be guilty of fraud or cheating or misappropriation of funds or property or any other offense involving moral turpitude, or
- (ii) If the Service Provider or any of its personnel engaged by it if found to be negligent, by the officers / personnel of the Authority in the performance of his / their duties, or
- (iii) If the Service Provider or any of its personnel engaged by it if found to be guilty of any misconduct or of any dereliction of their duties, by the officers / personnel/ agents of the Authority, or
- (iv) If the Service Provider fails to execute the work entrusted to the satisfaction of the Authority, or

- (v) If the Service Provider fails to discharge its legal obligations towards 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
- (vi) If for any reason, whatsoever, the Service Provider is not able to perform their part under this Agreement for continuous period of 10 (ten) days, or
- (vii) If the Service Provider commits breach of any of the clauses of the Agreement, or

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

16. VACATING THE FACILITIES

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

17. DISPUTE RESOLUTION MECHANISM

Unless settled amicably, all disputes and differences shall be settled by the parties by arbitration. Unless otherwise agreed by both parties:

- (a) the dispute shall be settled under the rules of arbitration of the Arbitration & Conciliation Act, 1996 (including any amendment(s) or re-enactments thereof),
- (b) the dispute shall be settled by a sole Arbitrator to be appointed by the Principal Secretary, Department of Health & Family Welfare of the Government of West Bengal, India,

- (c) the arbitration shall be conducted in accordance with the rules of the Arbitration & Conciliation Act, 1996 (including any amendment(s) or re-enactments thereof),
- (d) the arbitration shall be held at Kolkata,
- (e) Courts at Kolkata shall alone have jurisdiction (to the exclusion of all other Courts) to entertain all disputes arising out of the Agreement, and
- (f) the arbitration shall be conducted in English.

18. MISCELLANEOUS

(a) **Governing law and jurisdiction**

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

(b) **Waiver of immunity**

Each party unconditionally and irrevocably:

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

(c) Delayed payments

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

(d) Waiver

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

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

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

(e) Exclusion of implied warranties etc.

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

(f) Severability

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

(h) Third Parties

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

(i) Successors and Assigns

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

(j) Notices

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

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

- (b) in the case of the Authority, be given by facsimile, by electronic mail or by letter delivered by hand and be addressed to the Managing Director of the Authority with a copy delivered to the Authority's Representative or such other person as the Authority may from time to time designate by notice to the Service Provider; and
- (c) any notice or communication by a party to the other party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

(k) Language

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

SCHEDULE - A
Form of Monthly Invoice

West Bengal Medical Services Corporation Limited

Date:

For the Month of:

:

Total number of personnel deployed category -wise

1.Security Guard -

-

Rate per month	Total Amount

Remarks, if any

SECTION - VI

CONTRACT FORMS (COF)

FORM OF AGREEMENT

(on non judicial stamp paper of appropriate value)

THIS AGREEMENT is made on _____ day of _____ Two Thousand _____ between WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED (WBMSCL) hereinafter called the "Authority" (which expression shall, wherever the context so demands or requires, include their successors in office and assigns) of the One Part and M/s. _____ hereinafter called the "Service Provider" (which expression shall, wherever the context so demands or requires, include his/their successors and assigns) of the Other Part.

WHEREAS:

- A. The Authority has decided to outsource the entire job of security services to reputed and competent agency / agencies to be selected through a transparent and competitive bidding process.
- B. The Authority invited bids by its Notice Inviting e-Tender bearing Bid Reference No. WBMSCL/NIT-___/20..... dated __/.. /20.... (the "e-NIT") for selection of a Service Provider for providing Security Services at 'WBMSCL Warehouses.
- C. The Authority has prescribed the technical and financial terms and conditions, and invited bids from interested parties for undertaking the Services.
- D. After evaluation of the technical and financial bids received, the Authority had accepted the bid of the Service Provider being the Selected Bidder and issued Notification of Award No. [•]

dated [•] (hereinafter called the “NoA”) pertaining to the Service Provider requiring, *inter alia*, the execution of this Agreement.

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

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

2. **Documents**

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

- i) Notice Inviting e-Tender.
- ii) Instructions to Bidders.
- iii) Schedule of Requirements.
- iv) Bidding Forms.
- v) General Conditions of Contract.
- vi) Contract Forms.
- vii) Amendment to Bidding Documents.

3. **Previous Communications**

The documents referred to in Cl. 2 above together constitute the entire Contract between the parties and supersedes all previous communications, whether oral or written, in relation, to the Services to be rendered in accordance with the Contract.

4. **Services**

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

5. **Payment**

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

6. **Commencement of the Services**

This Contract will remain in effect from the Effective Date and expire 12 months thereafter unless terminated earlier in accordance with the provisions of the Contract.

7. **Acknowledgement**

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

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

In the capacity of _____

On behalf of M/s. _____ (Service Provider)

Witnesses (Signature, name & Designation)

- 1.
- 2.

For and on behalf of WBMSCL (The Authority)

In the presence of

Witnesses (Signature, Name & Designation)

- 1.
- 2.

FORM OF PERFORMANCE SECURITY

(To be executed on stamp paper of appropriate value)

B.G. No.

Date: [●]

Managing Director,
West Bengal Medical Services Corporation Ltd.,
Swasthya Sathi,
GN 29, Bidhannagar, Sector -V,
Kolkata-700 091.

WHEREAS

In consideration of West Bengal Medical Services Corporation Ltd. (WBMSCL) 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 Security Services at **WBMSCL Warehouses** under Bid Reference No. : WBMSCL/NIT-___/20... dated ___/.../.20... (hereinafter called the said "Agreement") the Service Provider having agreed to production of an irrevocable Bank Guarantee for (10% of the contract value) as a Guarantee for compliance of its obligations in accordance with the terms and conditions in the said Agreement:

1. We [Name of the Bank], having our registered office at _____ and a branch at _____ (hereinafter referred to as the "Bank"), at the request of the Service Provider, do hereby in terms of the bidding documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and performance of the obligations of the said Service Provider as contained in the said bidding documents and unconditionally and irrevocably undertake to pay forthwith to WBMSCL at A/c. No. 105605003391 of "" with ICICI Bank, Bidhan Nagar Branch, IFS Code: ICIC0001056, an amount of (10% of the contract value) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Service Provider, if the Service Provider shall fail to fulfil or comply with all

or any of the terms and conditions contained in the said Bidding Documents and on its part to be paid, observed and performed.

2. Any such written demand made by WBMSCL stating that the Service Provider is in default of the due and faithful fulfilment and performance of the obligations of the Service Provider contained in the bidding documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Service Provider or any other person and irrespective of whether the claim of WBMSCL is disputed by the Service Provider or not merely on the first demand from WBMSCL stating that the amount claimed is due to WBMSCL by reason of failure of the Service Provider to fulfil and perform its obligations contained in the bidding documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.
4. This Guarantee shall be irrevocable and remain in full force for a period of not less than 12 months from date and thereafter for such extended period as may be mutually agreed between WBMSCL and the Service Provider, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that WBMSCL shall be the sole judge to decide as to whether the Service Provider is in default of due and faithful fulfilment and performance of its obligations contained in the bidding documents and the decision of WBMSCL that the Service Provider is in default as aforesaid shall be final and binding on us, notwithstanding any differences between WBMSCL and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Service Provider or the Bank or any absorption, merger or amalgamation of the Service Provider or the Bank with any other person.
7. In order to give full effect to this Guarantee, WBMSCL shall be entitled to treat the Bank as the principal debtor. WBMSCL shall have the fullest liberty without affecting in any way the

liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said bidding documents or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said bidding documents by the said Service Provider or to postpone for any time and from time to time any of the powers exercisable by it against the said Service Provider and either to enforce or forbear from enforcing any of the terms and conditions contained in the said bidding documents or the securities available to WBMSCL and the Bank shall not be released from its liability under these presents by any exercise by WBMSCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Agent or any other forbearance, act or omission on the part of WBMSCL or any indulgence by WBMSCL to the said Agent or by any change in the constitution of WBMSCL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for WBMSCL to proceed against the said Service Provider before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which WBMSCL may have obtained from the said Service Provider or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of WBMSCL in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs (10% of the contract value) and this Guarantee shall be valid for a period of 12 months. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

Dated: _____

Signed and Delivered by _____ Bank

By the hand of Mr./Ms _____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)