

Government of West Bengal  
Office of the Chief Medical Officer of Health  
Nadia

Memo No. 1660

dated, Krishnagar, the 12/02/ 2014

Tender notice

Sealed tenders are hereby invited from prospective eligible firms/agencies for outsourcing of cleaning & house-keeping services for District Hospital, Nadia, Ranaghat SD Hospital, Tehatta SD Hospital, Chakdaha SG Hospital, Santipur, Nabadwip SG Hospital.

Sl. No.	Name of the Hospital	Sanctioned no. of cleaning & house-keeping personnel to be engaged by the bidder
1.	District Hospital, Nadia	16 Scavenger+2 Supervisor
2.	Ranaghat SD Hospital	13 Scavenger+ 1 Supervisor
3.	Tehatta SD Hospital	6 Scavenger
4.	Chakdaha SG Hospital	3 Scavenger
5.	Nabadwip SG Hospital	3 Scavenger
6.	Santipur SG Hospital	3 Scavenger

The tender documents must be in 2 parts, 1st part-Technical bid document, 2nd part-Financial bid document. Each of the said 2 documents must be sealed in envelopes. Outside of each envelope, the type of the bid is to be superscribed clearly viz. "Technical Bid, 'Commercial Bid'. These 2 (two) envelopes are to be sealed in 1 single envelope superscribing outside of it 'Tender for outsourcing of cleaning & house-keeping services for the Hospitals of Nadia district.' The sealed tenders are to be sent addressed to the Chief Medical Officer of Health, 5, D.L.Roy Road, Krishnagar, Nadia' by registered post or speed post or to be dropped into the dropbox of the CMOH Office, Nadia. The tenders sent through registered post or speed post must reach the CMOH Office within the last date & time of submission of tender as mentioned below. However, the authority will not be responsible for any type of postal delay. Bid for different hospitals will have to be submitted separately if applied for multiple hospitals. In case of acceptance of the tender documents, financial bid will be considered only after successful completion of the technical bids.

The bid documents are to be collected from the CMOH Office, Nadia on all working days from 17-2-14 to 20-2-2014 during the time period from 11.00 A.M. to 4.00 P.M. on payment of Rs. 500/- in T.R. Form 7 under the Head of Accounts 0210-01-800-001-other receipts-001-collection from miscellaneous service fees-14 services fees(14 digit code 02100180000114) duly passed by the office of the undersigned. Earnest money of Rs. 5000/- for SDHs & SGHs & Rs. 7000/- for District Hospital, Nadia should be deposited in Head of Accounts 8443-00-103-Earnest money-001-07 deposit with the tender documents. Rate is to be quoted as per commercial bid documents. Rate is to be quoted as per commercial bid form.

Last date & time of submission of sealed tenders	Date & time of opening of tenders
21/2/2014 at 12.00 noon	25/2/2014 at 11.00 A.M.

In addition to above, please go through the terms & conditions & G.O. No.-HF/O/MA/1493/Z-55/2011, dt.-21/8/2012 annexed herewith. For further queries, please contact the Office of the CMOH, Nadia. The undersigned has the right to accept or reject the tender without assigning any reason ~~herewith~~ <sup>thereof</sup>.

*S. Chanda*  
12.2.14  
Chief Medical Officer of Health  
Nadia *S. Chanda*

# Terms and Conditions for Cleaning and House-keeping Services for Non Teaching Hospitals

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Date of issue April 2012



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## ***A-Eligibility Criteria for Participating in the Tender***

**All the criteria are essential and must be met for being successful in the technical bid.**

1. The bidder should be competent enough to deal with the business of providing sweeping, cleaning and house-keeping services in the hospitals for which the bid is being made and should have adequate financial capability and man-power (Skilled/semi-skilled/unskilled) required for managing the business awarded.
2. The bidder must have capability to absorb all the workmen provided to carry out the order, if given to him, in other establishments under his control and under no circumstances will any of his workmen be a liability of the subsequent successful bidder or the hospital authorities.(A self declaration is to be provided)
3. The bidder must have the requisite trade and other licences to do the business of providing cleaning and house-keeping services in the hospitals for which the bid is being made
4. The bidder should be registered with the appropriate authorities ( for example-Tax (PAN / TAN), EPF & ESIC Authorities, CEC for Service Tax, Sales/VAT Authorities etc), as may be required, for providing the services and material to be used for managing the work and up to date returns should be given to all the relevant statutory authorities for the previous three years.
5. The bidder or the Principals of the firm must not have been blacklisted by any hospital or any Government authority.
6. The bidder must not have been convicted in any criminal case or have any pending proceeding in any vigilance commission or any criminal case pending against it or its proprietors or principal employees in any court.
7. The bidder must have at least 3 years of experience in the field of providing cleaning and house-keeping services to institutions/hospitals, including private institutions, having at least 500 beds/ inmates.
8. The annual turnover of the bidder should be at least Rs 25 (Twenty five ) lakhs per annum considering the last three financial years
9. The bidder should have a cash reserve equivalent to 4 months of sweeping, cleaning and house-keeping services bills of the hospitals for which the bid is being made. (A self declaration is to be provided)
10. The bidder should be a profit making organization, having made a pre- tax profit of not less than 5% of annual turnover for the previous two financial years. (A Chartered Accountant certified copy of profit and loss statement of balance sheet for last two years is to be attached wherein the annual turnover and the pre tax profit are clearly shown and certified)

## ***B- General Terms and Conditions***

1. The tenderer submitting tender would be deemed to have considered and accepted all the terms and conditions of contract. No verbal or written enquiries will be entertained in respect of acceptance or rejection of the tender.
2. The tenderer should read the General & Special Terms and Conditions and give their acceptance to that effect.
3. The period of the contract will be from \_\_\_\_\_ to \_\_\_\_\_ with the provision of extension for one more calendar year at the same terms and conditions, including the rates provided the performance of the successful bidder has been satisfactory
4. The bid documents are to be collected from the Office of the Tender Inviting Authority of the respective district during office hours on all working days during the period as advertised; on payment of Rs 500/- (Rs Five hundred only) in TR form 7 under the head of account 0210-01-800-other receipts-001-collection from miscellaneous service fees-14-service fees (14 digit code 02100180000114)
5. The bid documents are not transferable.
6. The bidder must satisfy all the conditions as required under the eligibility criteria
7. Delivery of the tender
  - a. The bidding will be done on a two bid method. The bidder should ensure that the technical bid complete in all respect and containing the required enclosures is sealed in a separate cover and commercial / price bid is sealed in separate cover and both the envelopes are kept and sealed in a suitable size cover which is addressed to the Chairman Cleaning Services Tender Selection Committee super scribed in block letters with "Tender for providing cleaning and house-keeping services to \_\_\_\_\_ Hospital/s with the tender number and name. The technical bids and price bids should be separately super scribed.
8. The tender should be duly filled in all respects and signed. The tenderer should quote in figures as well as in words the amount quoted by him. Alteration, if any, should be attested by the tenderer with his full signature, otherwise the tender shall be treated as invalid tender.
9. The tenderer or his/her authorized representative should duly sign each page of the entire tender documents personally. The tender should ensure that the amounts are written in such a way that interpolation is not possible. No space should be left blank.
10. The successor / heirs in office will be responsible for the liabilities created by the bidder in respect to the workmen, services etc. offered by bidder.
11. The bidder will be solely responsible for the activities if found fraudulent for cheating or swindling the money by way of advance payment or breach of terms and conditions.
12. The bidder will be responsible by abiding by the National laws including rules relating to workmen, services etc. offered by the bidder.
13. The offers should be submitted within the scheduled time limits and delay if any occurred in submission on account of any reason, whatsoever, shall not be condoned and such delayed offers received late shall be rejected.
14. The bidder or any one authorized representative will be entitled to participate in the tender opening process to take note of the proceedings of disclosure. Prior written application is to be made to the Chairman of the Tender Selection Committee and a written permission for entry of only ONE person is to be taken. No mobile phone or any communication device is to be brought to the tender opening venue. The bid of any bidder or his representative found to use mobile phone during the tender opening process will be immediately cancelled and the bidder or his representative will be ejected from the venue immediately, without any further reference.
15. Failure to fulfil any of the conditions given above shall render the tender for rejection.
16. Earnest Money
  - a. Earnest money of as given in the list below is to be deposited in Head of A/c 8443-00-103-Earnest Money-01-07-Deposit
    - i. Sub divisional / State General/ Special Category Hospitals- Rs 5,000/- (Rs Five thousand)

- ii. District/ Decentralised Hospitals- Rs 7,000/- (Rs Seven thousand)
- b. The receipt for the payment of earnest money is to be enclosed with the technical bid. Failure to do so will lead to rejection of the bid.
- c. No interest will be offered on the earnest money.
- d. Refund of earnest money
  - i. For unsuccessful bidders- as soon as possible after the finalization of the contract
  - ii. For successful bidders- as soon as possible after Memorandum of Agreement is signed and security money is deposited.
- e. Forfeiture of earnest money
  - i. When a bidder whose tender has been received on behalf of the Tender Inviting Authority intimates the Chairman, Cleaning Services Tender Selection Committee that he is not willing to abide by the terms of the tender, or, withdraws the tender before receipt of final acceptance
  - ii. When a bidder whose tender has been accepted fails, (i) to execute an agreement in such form as aforesaid in respect of all goods or materials for which the tender is accepted within 10 days of such acceptance is made known to him or (ii) to pay the security Deposit (5% of contract value subject to a maximum of Rs 50,000/-), (iii) tries to cause disturbance during the process of opening of the tender either himself or his agents; the earnest money deposited by such person shall be forfeited and the contract is liable to be cancelled or the agreement if executed is liable to be treated as null and void. Further the tenderer undertakes, if his tender is accepted to enter into and execute when called upon to do so, an agreement with such modifications as agreed upon and unless and until the formal agreement is prepared and executed, this tender together with the written acceptance shall form a binding contract between the Hospital Superintendent and the contractor.

17. Security Deposit

- a. 5% of the total value of order shall be deposited by the successful bidder as security deposit within 10 (Ten) working day of issue of acceptance letter, subject to a maximum of Rs 50,000/-
- b. The security deposit will be refunded on the end of the contract period and its extensions thereof provided the work done by the successful bidder has been satisfactory and no complaints are pending.
- c. No interest will be offered on the security deposit.
- d. The security deposit will be forfeited
  - i. on the unsatisfactory performance of the successful bidder
  - ii. if the contracted work in part or whole has been sub contracted, outsourced, sublet to any other person, organisation or entity who/which is not under the direct employment/control of the successful bidder
  - iii. in case of failure to providing cleaning and house-keeping services within the designated time the Superintendent of the affected Hospital shall make alternate arrangement by engaging other contractor/persons at the cost of the successful bidder, and apart from that the successful bidder shall also pay damages which the Superintendent was made to pay to any person who suffer the damages due to such disrupted services. This shall be deducted from the security deposit.
  - iv. In case the premises of the hospital and other areas are not vacated in proper condition (as was taken at the start of the contract period) at the end of the contract period
  - v. In case all workmen employed are not offered employment elsewhere and provision of no liability on this account is not offered to subsequent successful tenderer.
  - vi. If it is discovered on a later date that fraudulent means have been employed to bid successfully for the tender. This includes supplying false documents/certificates, supplying false information, wilfully suppressing facts, manipulating the tender process by forming cartels, preventing fair competition by restricting participation by others, causing disturbances during the tender opening process and benami

- participation. Such bidders and their principals shall also be blacklisted for a period of five years from the date of the present tender.
18. All costs for preparing the Memorandum of Agreement will be borne by the successful bidder.
  19. Process of selection of successful bidder
    - a. The Tender Inviting Committee will through public notice invite tenders for providing cleaning and house-keeping services in respective hospitals.
    - b. The intending suppliers shall procure the tender papers along with the terms and conditions on payment of the requisite fees from the office of the Tender Inviting Committee
    - c. After ensuring they meet all the eligibility criteria, intending suppliers shall submit the filled up application form along with all enclosures and earnest money deposit in two bid system-technical and commercial. The bids are to be dropped within the prescribed date and time. Any extension will be allowed only by the Tender Inviting Committee.
    - d. The technical bids will be opened in the office of the Tender Inviting Committee at specified time and place in the presence of the bidders or their authorised representative. Only one person per bidder will be allowed entry. Forcible entry of more than one person per bidder or the use of mobile phone/ communication device during the tender opening process will lead to summary cancellation of the bid and the bidder/ his representative will be ejected from the venue along with forfeiture of the earnest money.
    - e. From amongst the bidders only those who have met all the essential criteria and have submitted the requisite documents in support thereof will be deemed to have successfully passed the test of technical bid by the Tender Selection Committee and shall be identified. The commercial bids of only these identified bidders will be opened.
    - f. The rates quoted by the bidders will be based on the number of workmen to be employed by him. The bid is to be made such that the Minimum Wages as laid down under the law and other statutory dues shall be paid to all workmen employed by the contractor. These payments to the workers will be claimed by the contractor from the Superintendent.
    - g. The commercial bids of the identified successful technical bidders will be evaluated based on the criteria of offering the lowest rate (total of cost of workmen and service charge) in providing cleaning and house-keeping services as given in the schedules. The bidder offering the said lowest rate will be selected to providing cleaning and house-keeping services as per schedule; provided but not limited to that
      - a. The bidder commits to paying his workmen as per the provisions of the Minimum Wages Act and other statutory dues.
    - h. In case of a tie, the successful tenderer will be identified by the draw of lots. No other criteria will be used for selection in case of a tie.
    - i. Post tender negotiations with other bidders except the bidder quoting the lowest is banned.
    - j. The decision of the Tender Selection Committee shall be final and binding in all respects
  20. On getting the acceptance letter from the Tender Selection Committee, the successful bidder shall deposit the Security deposit for the whole contract period and make arrangements for complying the other terms and conditions/special terms and conditions as laid down in the tender document with the prescribed time frame.
  21. In case it is found at a later date that the work done is of inferior quality and proper action was not taken at the time of execution of the work, the Contractor shall remain liable to pay compensation to the Contracting Officer/Hospital authorities for inferior works as determined by the Hospital Superintendent and in case all payments have been made to the Contractor for this work, this amount will be deducted from any sum due to the Contractor
  22. Operational guidelines- The Principal Secretary DoH&FW, The Director of Health Services, The Director of Medical Education or their authorised representative shall make the operational guidelines as and when required and they shall be followed from the date of issuance of the order.
  23. Exit Clause- If the successful tenderer wishes to discontinue his services after completion of six months of the contract, due to any reason, he may do so after providing a written notice of ninety days to the Hospital Superintendent. An exit fee of Rs Two Thousand shall be deducted from the security deposit in case of contractors engaged in State General, Sub divisional, Special category of hospitals and Rs Five thousand in case of District and Decentralised hospitals.



24. The Chairman of the Cleaning Services Tender Selection Committee reserves the right of cancellation, adding, reducing or deferring the tender in total or partially without assigning any reason thereof and claim in this behalf in any way shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the earnest money deposit without any payment of interest.

## ***C-Schedule of work and Special Terms and Condition***

### ***1 Norms of Services to be provided***

#### ***1.1 Minimum Norms of service-***

- 1. Every sweeper will be expected to clean daily in each shift (Each shift implies 8 (eight) hours of continuous duty with ½ an hour break in between)**
  - a. One or more ward/s consisting of minimum of 30 beds and up to a maximum of 150 beds along with the toilets, adjacent rooms including nursing stations, adjacent corridors, side walls, windows, ledges, ceiling for cob webs, fittings and equipment lying therein. (Wards each having less than 150 beds each are to be clubbed together to be eligible for posting of one sweeper). [NB- Beds imply number of sanctioned beds in actual position in the ward. Extra and Floor beds are to be ignored]. The cleaning standards will be as per 1.3.1 below OR**
  - b. One or more adjacent OT complex having minimum of 6 tables to a maximum of 20 tables / Labour Room Complex with all adjacent rooms including nursing stations, toilets corridors. The cleaning standards will be as per 1.3.2 below OR**
  - c. One or more adjacent ITU/ICU/SNCU/PICU/NICU complex with minimum of 6 beds and maximum of 50 beds with all adjacent rooms including nursing stations, toilets The cleaning standards will be as per 1.3.1 below OR**
  - d. Minimum 8 Paying Cabins to maximum 25 paying cabins with their adjacent toilets, ante rooms, adjacent rooms including nursing stations (Less than 8 paying cabins will be tagged with adjacent wards and each cabin will be considered as 4 sanctioned beds) The cleaning standards will be as per 1.3.1 below**
- 2. Every sweeper will be expected to clean a minimum of 1500 sq metres to a maximum of 5,000 sq metres of non bedded floor space daily in each shift (This includes offices, training schools, nurses hostel, diagnostic labs, blood banks, OPDs, Emergency, immediately hospital- adjoining open space etc) The cleaning standards will be as per 1.3.3 below**

**The area of cleaning is to be certified by the local PWD civil authorities in sq metres**

#### ***1.2 Calculation of requirement***

- 1. The number of cleaning and housekeeping workmen as permitted by the Medical Services Branch of the Health & Family Welfare Department is to be strictly adhered to and no additional workmen/workman under any guise or nomenclature is to be utilised/ engaged.**
- 2. In female wards, paediatrics wards and in Labour Rooms, only female sweepers are to be provided.**

**The cleaning and housekeeping services to be provided will include the floor, ceiling, roof of the covered areas, surface and concealed drains, side walls, all furniture and fittings and equipment lying therein, washbasins, toilet fittings etc and any other thing related to the cleanliness, hygiene and infection control in this designated area. All workmen employed by the contractor will have to abide by the hospital waste management plan as applicable to their scope of service.]**

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

### ***1.3 Utilisation of workmen for sweeping***

#### ***1.3.1) In Wards, ICU, ITU, Paying Cabin***

(where patients remain admitted round the clock) -

The sweepers will be placed in the respective wards/ICU/Paying Cabins for duties round the clock. They will remain present in the respective wards/ICU/Paying Cabins at all times during their duty hours and will leave the ward for short periods only after being permitted by the on duty nursing personnel.

##### ***1.3.1.1) Cleaning of Floors***

1. The floors of the entire ward and the adjoining corridors should be cleaned and wet mopped thrice a day at 7:00 a.m., 2:15 p.m. and 8 p.m. (Once every shift)
2. In addition to these stipulated timings, the sweeper shall also undertake such sweeping / cleaning / mopping operation as and when required or as directed by the medical officer on duty / ward master / Asst Superintendent/nursing staff on duty, or such personnel as may be authorized in this regard by the Superintendent at any time of the day and night.
3. The floor areas are to be specially cleaned with hard brushing with detergents on Sundays.
4. For excessively dirty areas, mechanical cleaners are to be used at least once monthly.

##### ***1.3.1.2) Cleaning of other areas-***

- (1) The side walls up to 3 feet, glazed tiles, windows including sills and ledges, window glass, ceilings, roof, drains, signages, doors, ventilators of the defined areas shall also be cleaned daily. Disinfectants are to be used as required.
- (2) All the furniture, equipment, Ceiling Fans and other fittings lying there shall also be wiped and cleaned twice weekly.
- (3) Window glass shall be inspected daily and any loose glass will be fixed immediately with putty.

##### ***1.3.1.3) Cleaning of Toilets***

1. The toilets should be thoroughly cleaned at least thrice a day (once every shift) and mopped dry. Cleaning should include the floor, the side walls, the ceiling, ventilators and all fittings. The floor should be made non slippery and all deposits removed. In case of fittings, the water cisterns should be kept operational, the taps should be usable and deposits should be removed from all ceramic materials.
2. Disinfection is to be done after cleaning.
3. In addition to these stipulated timings, sweeper shall also undertake such sweeping / cleaning / mopping operation as and when required or as directed by the medical officer on duty / ward master / Asst Superintendent/nursing staff on duty, or such personnel as may be authorized in this regard by the Superintendent at any time of the day and night.
4. The floor areas are to be specially cleaned with hard brushing with detergents on Sundays.

5. The outlets and drain pipes of the urinals should be kept clog free and fixed in proper place.
6. For excessively dirty areas, mechanical cleaners are to be used at least once monthly.
7. The clogged drain pipes are to be de clogged immediately and drain chambers cleaned thoroughly once a week as part of preventive maintenance.
8. The sink and chamber covers are to be kept airtight.
9. No washing basins, gully trap, water closet commode or any other water outlet should be allowed to be clogged. If clogged, it should be restored.
10. The supervisor of the contractor will maintain close liaison with the PWD authorities to ensure that the taps, wash basins, cisterns, septic tanks, soak pits, exhaust fans etc are always kept in working order

#### **1.3.1.4) Miscellaneous Duties**

- i. Providing bed pans/ urinals to patients on demand and keeping the bedpans/ urinals clean and fit for use at all times.
- ii. Assist the nursing staff in administering enemas.
- iii. Emptying and cleaning of the bedside *gumla* of the patient
- iv. Washing of soiled linen on daily basis prior to handing over to dhobi
- v. Carrying patient samples to the diagnostic labs
- vi. Cleaning up the patient's bed after soiling
- vii. Perform all tasks as provided in the Bio Medical Waste Management Plan and Policy of the hospital
- viii. Other Cleaning and Housekeeping jobs as entrusted by the Medical Officer/Nursing Staff/Administrative Officer on duty
- ix. Any other job of similar nature that may be entrusted to them from time to time by the Medical Superintendent or his authorised representative.

#### **1.3.2) OT/Labour Room Cleaning**

The sweepers will be placed in the labour room and the emergency OT for duties round the clock. For other OTs, they will be provided only for the shifts when the OTs are in use. They will remain present in the OT/ Labour Room at all times during their duty hours and will leave the place of duty for short periods only after being permitted by the on duty nursing personnel.

- 1) The floors of the entire designated area of emergency OT/Labour Room should be swept thrice a day at 8:00 a.m., 2:15 p.m. and 8 p.m. (Once every shift). For other OTs, sweeping shall be done in the morning and after the end of the day's work.
- 2) All fittings, furniture, equipment, OT/Labour tables, ceiling lights are to be cleaned and carbolised at the beginning of OT, in between cases and the end of the day's work.
- 3) The used OT/labour room linen are to be washed on the same day prior to handing over to the dhobi/cleaning agencies
- 4) In addition to these stipulated timings, sweepers shall also undertake such sweeping / cleaning / mopping operation as and when required or as directed.
- 5) The floor areas are to be specially cleaned with hard brushing with detergents on Sundays.
- 6) For excessively dirty areas, mechanical cleaners are to be used at least once monthly.

- 7) As OT/Labour room related work has many components, the instructions of the Superintendent, OT/Labour Room Sister in Charge /medical officer on duty / ward master / Asst Superintendent/nursing staff on duty are to be followed.
- 8) Fumigation is to be done as per schedule
- 9) All sweepers employed by the contractor will have to abide by the hospital waste management plan as applicable to their scope of service.
- 10) To perform any other cleaning and housekeeping works as directed by the Medical Superintendent or his authorised person

### ***1.3.3) Cleaning of non bedded covered areas***

(This includes offices, training schools, nurses' hostel, diagnostic labs, blood banks, OPDs, Emergency etc)  
They will remain present in the place of work at all times during their duty hours and will leave the place of duty for short periods only after being permitted by the on duty personnel.

#### ***1.3.3.1) Cleaning of Floors***

1. The floors of the entire area and the adjoining corridors, staircases, landings should be swept and wet mopped once during a shift.
2. In addition to these stipulated timings, the sweeper shall also undertake such sweeping / cleaning / mopping operation as and when required or as directed by the medical officer on duty / ward master / Asst Superintendent/nursing staff on duty, or such personnel as may be authorized in this regard by the Superintendent at any time of the day and night.
3. The floor areas are to be specially cleaned with hard brushing with detergents on Sundays.
4. For excessively dirty areas, mechanical cleaners are to be used at least once monthly

#### ***1.3.3.2) Cleaning of other areas-***

- 1) The side walls up to 3 feet, glazed tiles, windows including sills and ledges, window glass, ceilings, roof, banisters, signages, railings, gates, doors, drains, ventilators of the defined areas shall also be cleaned daily.
- 2) All the furniture, equipment, Ceiling Fans and other fittings lying there shall also be wiped and cleaned twice weekly.
- 3) Window glass shall be inspected daily and any loose glass will be fixed immediately with putty.

#### ***1.3.3.3) Cleaning of Toilets***

- 1) The toilets should be thoroughly cleaned once at the beginning and once at the end of the morning shift and mopped dry. Cleaning should include the floor, the side walls, the ceiling, ventilators and all fittings. The floor should be made non slippery and all deposits removed. In case of fittings, the water cisterns should be kept operational, the taps should be usable and deposits should be removed from all ceramic materials.
- 2) Disinfection is to be done after cleaning
- 3) In addition to these stipulated timings, a sweeper shall also undertake such sweeping / cleaning / mopping operation as and when required or as directed by the medical officer on duty / ward master / Asst Superintendent/ staff on duty, or such personnel as may be authorized in this regard by the Superintendent at any time of the day and night.
- 4) The floor areas are to be specially cleaned with hard brushing with detergents on Sundays.

- 5) The outlets and drain pipes of the urinals should be kept clog free and fixed in proper place.
- 6) For excessively dirty areas, mechanical cleaners are to be used at least once monthly.
- 7) The clogged drain pipes are to be de clogged immediately and drain chambers cleaned thoroughly once a week as part of preventive maintenance.
- 8) The sink and chamber covers are to be kept airtight.
- 9) No washing basins, gully trap, water closet commode or any other water outlet should be allowed to be clogged. If clogged, it should be restored at the contractor's cost.
- 10) All sweepers employed by the contractor will have to abide by the hospital waste management plan as applicable to their scope of service.
- 11) The supervisor of the contractor will maintain close liaison with the PWD authorities to ensure that the taps, wash basins, cisterns, septic tanks, soak pits, exhaust fans etc are always kept in working order
- 12) To perform any other cleaning and housekeeping works as directed by the Medical Superintendent or his authorised person

#### ***1.3.3.4) Cleaning of hospital ward adjoining contiguous uncovered space***

This relates only to open spaces like courtyards in between wards and front entrance portico. This does not include the whole hospital campus.

1. The entire area is to be swept and cleaned once daily. All litter and waste materials are to be collected and disposed as per the waste management plan of the hospital.
2. The drains are to be cleaned and de-clogged if necessary. Disinfectants are to be spread.
3. De-weeding, removal of undergrowth, cutting of grass to be done as required
4. Septic tanks, gully pits etc are to be cleaned and cleared.
5. Outside façade, sills, ledges are to be cleaned
6. Collection of BMW/General Waste from different wards and carrying to common collection site in covered trolleys
7. To perform any other cleaning and housekeeping works as directed by the Medical Superintendent or his authorised person.

## ***2) PROVISION OF MATERIALS***

- a. The hospital authorities will provide the contractor's workmen with all materials and consumables required for the cleaning and disinfection of the hospital. At the beginning of the start of the contract, the supervisor shall make out and hand over to the Superintendent or his designated representative, a list of quarterly requirements of materials and consumables. The hospital authorities shall provide to the supervisor, on time to time, the materials and consumables based on an objective assessment of the indent. The sweepers should ensure that the supplied materials and consumables are used judiciously without wastage or pilferage. Wastage or pilferage of supplied materials will attract the provision of recovering the cost of items from the bills or security deposit of the contractor.

- b. The responsibility of maintenance of the cleaning aids, items in the toilets, and waste trolleys shall lie with the contractor. Whenever the Hospital authorities provide any cleaning aids, items in the toilets, and waste trolleys or any such other equipment, the contractor shall prior to taking them over, prepare a list indicating the actual present condition of the items and on termination of the period of contract hand them over in same condition. During period of use, necessary care to prevent damage shall be taken otherwise the damaged goods have to be replaced with similar items at contractor's own cost.

### **3) EMPLOYMENT OF WORKMEN**

1. THE CONTRACTOR SHALL DEPLOY THE TOTAL COMPLEMENT OF WORKMEN AS GIVEN IN HIS TENDER OFFER WITH APPROPRIATE SKILLS TO CARRY OUT THE JOBS AS GIVEN IN THE SCOPE OF WORK
2. One In Charge/Supervisor must be provided round the clock to liaison with the designated hospital authorities on a day to day basis. He shall be equipped with a mobile phone for easy communication. He shall be overall in charge of the services rendered by the contractor's workmen.
3. Only female sweepers will be provided in **FEMALE ONLY** areas. This includes Female Wards, Paediatrics Wards and Labour Rooms

### **4) RESPONSIBILITIES OF THE CONTRACTOR**

- a) The contractor will come within the purview of Section 2 (c) of the Contract Labour (Regulation and Abolition) Act 1970
- b) The contractor shall ensure that all terms, specifications and conditions as given in the contract document are being met
- c) The contractor shall on starting the contract provide the Superintendent with a list of sweepers and supervisors to be engaged by him.
- d) Such number of workmen as indicated in the offer/ agreed upon by the bidder must be posted so that the proper quality of cleaning and housekeeping of the designated areas is ensured within the designated time. In case less number of persons as indicated in the offer is deployed in any work area, there will be proportionate deduction at the rate of double the cost of workmen as provided less.
- e) The workmen provided shall on assuming duty report to a designated person determined by the Superintendent and shall remain in his workplace during the full duration of the shift. The workman shall not leave his place of work without the prior permission of the designated person.
- f) Whenever any new workman is recruited or engaged as substitute, the Hospital authorities are to be informed in writing. However, the Hospital Superintendent shall be within his rights to remove or get changed any workman whom he considers unsuitable/unfit for the job being entrusted to him/her
- g) The workmen of the contractor shall be in neat uniform. The contractor shall issue the photo identity card, after approving from the Superintendent, for the workmen engaged by him and their name plates should be exhibited on the uniform. Wearing of uniforms with I-card is mandatory.
- h) Contractor will be fully responsible for any accident or mishaps involving workmen engaged by the Contractor and the Contractor would pay claims made on this part. The Contractor shall indemnify the Hospital Authorities from any claims arising out of accidents, disabilities of any nature or death arising out of provisions under law, or any other nature in respect of all workmen engaged by the Contractor.
- i) The contractor shall be employer of all workmen engaged by him for the purpose of sweeping services and their supervision and shall be liable entirely, to the exclusion of anyone else, for the payment of wages as also for the observance of all required statutory payments including of deposit of PF contribution etc and/ or filing of the returns.
- j) It will be the sole responsibility of the Contractor to abide by the provisions of the following acts as to the workmen engaged by him for performance of this contract :
  - i) Employment of Children Act
  - ii) Workmen Compensation Act
  - iii) Employment of Labour / Contract Labour Act

- iv) Industrial Employment (Standing Orders) Act 1946
- v) Contract Labour (Regulation and Abolition) Act 1970
- vi) Minimum Wages Act
- vii) Employee Provident Fund Act
- viii) Any other act or legislation which may govern the nature of the contract.
- ix) Any other law or act or rule as may be in force and made applicable to the workmen / supervisor / other persons as may be deployed by the Contractor for carrying out the assigned jobs involving use of skilled, semi-skilled or unskilled workmen.
- k) Any liability arising on the Hospital authorities due to the activities of the contractor shall be deducted as liquidated damages from the bills of the Contractor and if the full amount is not recovered then the same shall be recovered from the security deposit of the Contractor.
- l) There would be no liabilities towards the workmen of the Contractor by the hospital authorities or the successful bidder for the next contract.
- m) The Contractor shall be liable to pay compensation for any loss and damage caused to the property of the Hospital or its patients by the Contractor or his workmen
- n) The Contractor shall personally be responsible for the conduct of his workmen and in case of any complaint against any workmen; Contractor will be under obligation to change the worker when instructed by authority. The contractor shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. The Hospital authorities will not hold any responsibility with regard to workmen on the rolls of the contractor whatsoever
- o) The Hospital authorities shall not be responsible for any loss, breakage or theft of Contractor's material for which he has to make his own arrangements for storage. Place for such storage will be provided by the hospital authority.
- p) The Contractor shall pay wages to the workmen employed by the Contractor latest by 7th positively every month by cheque/cash along with payment slip as per Central Labour Enforcement Authority regulations. The Superintendent reserves the right to have one representative present during the disbursement of the salary to the workmen.
- q) The Contractor will ensure and arrange for taking daily attendance of his workmen which will be checked by Superintendent of the hospital or his authorised representative. Provision should be made by the contractor to provide additional workmen when anyone goes on leave/day off.
- r) The Contractor / Supervisor in Charge should approach the officer nominated by the Hospital Superintendent if he needs any instructions, help or has any difficulties.
- s) Facilities provided under the contract should not be used for any other purpose. Failure to comply will lead to cancellation of the contract and forfeiture of security deposit.
- t) The Contractor shall not supply or permit any employee to consume or supply intoxicating drinks and/or tobacco of any kind or form in the hospital premises.
- u) If any premises are allotted to the contractor; no sub-lease of the premises or sub-contract will be allowed, including provision of housing for workmen/non workmen.
- v) The premises allotted to the contractor for the purposes of the tender will be used exclusively for the works as mentioned in the work order. The premises will not be used for any other purposes including preparation of food for other persons, hostels, canteens/ patients of other hospitals, storage of materials for other contracts or any such activity. If the contractor is found to indulge in these activities, his contract will be cancelled forthwith and security deposit forfeited.

## **5) PAYMENT CONDITIONS**

1. The first bill shall be paid only after the Security Deposit has been paid,
  - a. the Memorandum of Agreement has been signed,
  - b. List of all workmen employed including supervisor, have been provided to the Superintendent along with their ESI & EPF registration details, if applicable and claimed from the Government.
  - c. All workmen have been provided with uniforms and photo identity tags and are using them
  - d. List of hospitals equipment handed over to the contractor with present condition has been made and the goods received as is where is by the contractor or his authorised representative.



2. Bills will be drawn by the contractor in the Hospital Superintendent prescribed format and presented with the monitoring slips and other enclosures as instructed by the Hospital Superintendent. Bills will be prepared and presented monthly within the time scale as prescribed by the Hospital Superintendent. Bills will have to be countersigned as required.
3. Excepting for the bill for the first month, subsequent bills will be cleared only on submission of the copies of proof of submission of statutory dues like ESI, EPF, Service Tax claimed in the bill of the previous month.
4. The Superintendent shall endeavour that the backlog of bills are kept at the minimum. However, non payment of bills shall not be an excuse for deficiencies in services as at the time of the tender the tenderer was to keep a cash reserve equivalent to four months cleaning in hand.
5. Permissible taxes will be deducted from the bills and certificate will be issued by the Hospital Superintendent.
6. Service Tax: The Government will pay the service tax to the selected contractor for rendering service at the prevailing rate, if applicable. The contractor will add service tax at the prevailing rates to the cleaning bill when presenting the same, and this service tax amount will be paid by the Hospital Superintendent. However, prior to presenting the next bill, the contractor shall provide documentary evidence to the Hospital Superintendent that the Service Tax collected in the previous bill had actually been deposited with the appropriate government service tax authorities.

## **6) COMMENCEMENT OF WORK**

1. The Contractor will be required to deploy the manpower and start the work within seven days from the date of award / date of communication of acceptance of the tender. In case it is found that the work has not been taken up within seven days from the date of acceptance of the tender or issue of the work order, the Tender Selection Committee at its sole discretion may cancel the work order and forfeit the earnest money deposit, deposited along with tender without any reference to the Contractor.

## **7) CANCELLATION OF CONTRACT**

1. Notwithstanding any other provisions made in the contract, the Tender Selection Committee reserves the absolute right to terminate the contract after giving one months notice in writing, without assigning any reasons. The Contractor shall raise no compensation or claim in the event of such cancellation.
2. The Tender Selection Committee shall also have, without prejudice to other rights and remedies, the right in the event of breach by the Contractor of any of the terms and conditions of the Contract, or due to the Contactor's inability to perform as agreed for any reason whatsoever to terminate the contract forthwith and get the work done for the unexpired period of the contract at the risk and cost of the Contractor and recover losses, damages, expenses or costs that may be suffered or incurred by the hospital authorities. The decision of the Cleaning Tender Selection Committee about the breach/failure on the part of the Contractor shall be final and binding on the contractor and shall not be called into question.
3. If at any later date, it is found that the documents and certificates submitted by the Contractor are forged or have been manipulated, or fraudulent means have been used to be successful in the said tender; the work order issued to the Contractor shall be cancelled and EMD/Security Deposit issued to the Tender Inviting Authority shall be forfeited without any claim whatsoever on Tender Selection Committee

## **8) EXIT CLAUSE**

1. If the successful tenderer wishes to discontinue his services after completion of six months of the contract, due to any reason including unprofitable prices, he may do so after providing a written notice of ninety days to the Hospital Superintendent/ MS cum VP. An exit fee of Rs Fifteen Thousand only shall be deducted from the security deposit.

## **9) MISCELLANEOUS CONDITIONS**

1. The contract shall be awarded on the basis of "Principal-to-Principal" and the Contractor shall be deemed to be an independent contractor engaged for the performance of services/work/job in the manner and to the extent provided in these presents.
2. In case of outbreaks or emergencies, the Medical Superintendent may add certain instructions to the cleaning and housekeeping services of the hospital in the interest of the patient's well being. The contractor shall have to abide by these special instructions as and when issued.

## **10) PENAL CLAUSES**

The following penal clauses will be invoked for deficiencies in carrying out this contract

1. For not paying the workmen as per the statutory norms
  - a. Cancellation of the contract
  - b. Deduction of the pending amount to workmen from the bills due
  - c. Prosecution under the relevant Acts and Rules
  - d. Blacklisting of the bidders or its Principals from participation in any Government contract for five years
2. For workmen not remaining in their place of duty during their duty hours or not carrying out the work as per the specifications; in part or in whole
  - a. The workmen will be marked absent for the whole day irrespective of the duration of duties already put in and the day's wage of the workmen will be deducted from the bills for that month
3. For engaging less workmen than that provided in the contract
  - a. Twice the amount of the daily wage will be deducted from the bills of the contractor for each workman not engaged
4. For submission of inflated bills
  - a. Cancellation of the contract
  - b. Forfeiture of Security deposit
  - c. Criminal Prosecution under the relevant Acts and Rules for fraud and misrepresentation
  - d. Blacklisting of the bidders or its Principals from participation in any Government contract for five years
5. For not maintaining uninterrupted services in the hospital
  - a. Immediate cancellation of the contract
  - b. Forfeiture of all existing payments due
  - c. Blacklisting of the contractors or its Principals from participation in any Government contract for five years

## ***D- Application Form and Annexure for Bid***

### ***1. Application Form***

Application form for bidders for providing cleaning and housekeeping services to hospitals

To

The

Sir,

***Reference: Your advertisement no \_\_\_\_\_ dated \_\_\_\_\_ in the \_\_\_\_\_ inviting tenders for providing cleaning and housekeeping services to hospitals.***

With reference to the above, I/We wish to offer our tender for providing cleaning and housekeeping services to \_\_\_\_\_ Hospital.

I/We have assessed the area to be provided with cleaning and housekeeping service each day and are confident that I/we have the necessary skill, expertise and financial capability to successfully undertake the contract if awarded.

The bids are made in two parts- Technical and Financial and are separately enclosed.

I/We agree to all the terms and conditions of the tender including the penal provisions..

I am also aware that if I indulge in any unfair practice or submit any fraudulent documents, my present bid will be cancelled and I will be debarred from participation in any future tenders for five years.

Thanking you.

Yours sincerely,

## 2. Technical Bid Form

All points are to be filled up; no places are to be kept vacant. For statutory clearances/registrations not applicable, mention "NOT APPLICABLE" instead of keeping blank.

Name of the Work	Providing Cleaning and House Keeping Services for Hospitals
Tender Notice Number	
Due Date of the submission of the tender	
Name of the hospital Tendered for with addresses	
Receipt No. for EMD Amount, Date and drawn at	
Name / Title of the Bidder	
Full Address	
	E-Mail
	Tel. No & Mobile No.
	Fax
Local Addresses, if any	
Legal entity of the bidder whether Firm / Society / Company / Other entity	
Relationship of the applicant with the firm	
a) Registration No.	b) Authority with whom registered
c) License No. _____	
Granted by _____	
For the purpose of _____	
Name & Address of the Bankers of the bidders	
PAN No.	
TAN No.	
Registration No. granted by Commissioner of Service tax	

Terms and Conditions for Cleaning and House-keeping Services for non Teaching Hospitals (April 2012)

CST No. / VAT No. / ST No.	
EPF Registration Number	
ESI Registration Number	
Central Excise License No.	
Having capability to redeploy workmen in other organization at end of contract period?	Yes No
3 years of experience in providing cleaning and housekeeping services in institutions having at least 500 beds/ inmates (attach copies of work orders)	Yes No
Whether provided similar services to state Government Hospitals tendered for in past. If yes indicate the Work order No. & Date	Yes No
Annual Turnover in the last 3 years (Certified by Chartered Accountant)	1. Year 1 2. Year 2 3. Year 3 (Last year)
Cash reserve in hand (self declaration)	
Profit before taxes in last 2 years (attach copies of CA certified profit & loss accounts of balance sheet)	Year Annual Turnover Profit % of Turn over Year Year
Blacklisted by any government authority at any time. If yes, provide details	Yes No
Has the firm or its Principals been convicted in any criminal case or case involving moral turpitude by any court. If yes, provide details	Yes No
Any criminal case or case involving moral turpitude pending in any court against the firm or its Principals. If yes, provide details	Yes No
Any litigation against/ by the firm or its Principals pending in any court? If yes, provide details	Yes No
Income Tax Return for last three years attached	Yes No
Sales Tax/VAT Return for last three years attached	Yes No
Professional Tax Registration	Yes No
Professional Tax Return for last three years attached	Yes No
Affidavit attached in original (Sworn before a 1 <sup>st</sup> Class Magistrate after March 2012)	Yes No
Whether associated with any other firm in any capacity (shareholder,	Yes No

Terms and Conditions for Cleaning and House-keeping Services for non Teaching Hospitals (April 2012)

<p>partner, official, Representative, employee, member, advisor etc) which has supplied workmen for cleaning, sweeping or housekeeping services in other hospitals under the Govt of West Bengal during the period 2005-2011. If yes, details of share/ interest in the firm and name, address &amp; empanelment no of the firm.</p>	
<p>Whether associated with any other firm in any capacity (shareholder, partner, official, Representative, employee, member, advisor etc) or whether any close relative (Father/mother/son/daughter/husband/wife/son in law/daughter in law/ brother/ sister/ 1<sup>st</sup> cousin etc) is associated with any firm in any capacity that is engaged in any outsourced service in any hospital or office under the Department of Health &amp; Family Welfare, Govt of West Bengal. If yes, details of relationship, share in the firm and name, address &amp; nature of service being provided by the firm.</p>	<p>Yes <span style="margin-left: 150px;">No</span></p>
<p>Any other relevant information wish to submit</p>	
<p>I have gone through the eligibility criteria for participating in the tender and certify that all the conditions have been fulfilled</p>	
<p>I have read the General and Special Terms and Conditions, including the penal provisions, as given in the tender documents. I have accepted them and agree to abide by them.</p>	

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

Date

Signature

Name of authorized person for bidder with seal

### 3. Commercial Bid Form

#### Service Norms

1. Number of male sweepers to be provided daily \_\_\_\_\_ (in words) \_\_\_\_\_
2. Number of female sweepers to be provided daily \_\_\_\_\_ (in words) \_\_\_\_\_
3. Supervisor with mobile phone to be provided round the clock Yes/No

#### Quotation Of Rates

**(Please Note: If the bidder wilfully, erroneously or through oversight neglects to include the claims for his statutory payments as defined in Clause 4.i of C-Schedule of work and Special Terms and Condition of the Terms & Conditions of the tender for reimbursement from the Government while making the financial bids, the statutory payments will be made by the contractor from his own resources and the same will not be reimbursed by the Government. Hence all bidders are advised to be extremely careful in calculating their bid amounts)**

Rate quoted for providing cleaning and housekeeping services based on Service Norms as given above

Category of Workman	Gross Salary per workman	Total Deduction per workman	Total Employers contribution for statutory payments	Net Wages per workman	Other Allowances per workman	Total Claims from Govt. per workman	No of workmen proposed to be provided	Total Claim
Supervisor								
Sweeper								
Total	XXXX	XXXX	XXXX	XX	XXXX			

1. Total claims for Labour charges per month including statutory payments
  - a. Supervisor
    - i. In words \_\_\_\_\_
    - ii. In figures \_\_\_\_\_
  - b. Sweeper
    - i. In Words \_\_\_\_\_
    - ii. In figures \_\_\_\_\_
2. Service Charge (Maximum of 10% of 1above) per month
  - a. In words \_\_\_\_\_
  - b. In figures \_\_\_\_\_
3. Total Cost per month (1+2) above
  - a. In words \_\_\_\_\_
  - b. In figures \_\_\_\_\_

Date

Name and signature of the bidder

Stamp

#### **4. Memorandum of Agreement**

(To be executed on non judicial Stamp Paper of Rs. 100)

##### **AGREEMENT**

Memorandum of agreement made on this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Nine between the Medical Superintendent (Name of Hospital) and \_\_\_\_\_ having its registered office at \_\_\_\_\_ which expression shall include its successors / assignees hereinafter called the supplier of the one part (First Party).

The (Name of Hospital) which is a hospital under the control of the Department of Health & Family Welfare Govt. of West Bengal situated at and represented by the Medical Superintendent cum Vice Principal on the second part.

WHEREAS the Tender Selection Committee on behalf of the second party published notice inviting tenders for providing cleaning and house-keeping services to the patients admitted to the (name of hospital);

WHEREAS, the terms & conditions duly stipulated in the tender form under the Schedule of terms & conditions (general as well as special) along with the Penal provisions have been found acceptable by the First party to abide by them.

AND whereas, the First party applied and offered its Technical & Financial Bids in response of the notice & invitation for tender and the offer was found acceptable by the Cleaning Services Tender Selection Committee on behalf of the second Party who has issued Letter of acceptance and Work Order to the supplier;

AND Whereas, the First Party has agreed that he will come within the purview of Section 2 (c) of the Contract Labour (Regulation and Abolition) Act 1970

Now it is therefore, parties herewith unto have agreed mutually to abide by the terms and conditions of the work order and now this deed WITNESSETH that:

1. The first party shall abide by the general terms and conditions as well as the special terms and conditions as have been stipulated in the tender for the provision of cleaning and housekeeping services and provide services of specified workmen to commence the work of providing cleaning and housekeeping services at (name of hospital) as awarded with effect from the (given date and time).  
The period of the contract will be initially for the period \_\_\_\_\_ to \_\_\_\_\_, which can be extended by the competent authority/ second party from time to time as required in the interest of patient care services.
2. That the technical Bid containing technical specifications of the techniques to be used for maintaining the work schedule will be ensured by the first party and will be acceptable to the second party .
3. That the deficiency in services will not be acceptable by the second party unless otherwise specified and communicated by the second party to the first party within the authorized time of supply.

That the upward price variation will not be acceptable to the second party whereas the first party will be under the liability to revise the price downward if it happens due to reduction of taxes leviable by the Central / State Government.



4. The maintenance of the equipment / tools during currency period of the contract shall be the sole responsibility of the first party. The alternative tools / equipment shall be provided by the first party in case of failure of any of the tools / equipment required for maintaining the awarded jobs.
5. That the notice inviting tender, tender form, technical bid, commercial bid together with schedule of quantity and specifications including general terms and conditions and special terms & conditions schedule shall be construed as the part of this agreement.
6. That the mode of payment & currency for the supplies shall not be changed
7. That the first party shall be liable for the liquidated damages as defined in Clause 4.k of C-Schedule of work and Special Terms and Condition of the Terms & Conditions of the tender to be paid to the second party for the defaults on the part of the first party and the second party will be free to recover such liquidated damages from the due amount of supplies or EMD or Security Deposits.
8. That the first party agrees that he will be responsible to keep uninterrupted services under the contract at (Name of hospital) during the whole period of the contract. This will include provision of alternate workmen without any delay in case of any workman/workmen or group of workmen remaining absent from their work on account of any reason or the refusal to execute the work delegated to them or adopt delaying tactics of any type or any other unforeseen circumstances occurring or created on account of actions of the workmen of the contractor deployed. Failure of the First Party to keep the uninterrupted services shall render him liable for payment of damages, invoking of penal measures as provided under Clause 12.5 of C-Schedule of work and Special Terms and Condition of the Terms & Conditions of the tender along with cancellation of the contract by the Second Party and forfeiture of all pending claims forthwith without any further reference.
9. That the first party shall within 15 (Fifteen days) of start of execution of this contract provide the second party with
  1. Name and address of
    - i. Workmen engaged as supervisors
    - ii. Workmen engaged as sweepers (housekeeping & cleaning personnel)
  - 2.. Samples of uniforms and identity card for approval.The first party shall ensure that all workmen wear their uniform and carry their photo identity cards whenever they are on duty from the beginning of the second month of the contract.
10. That all workmen will be the exclusive responsibility of the first party.
11. That the first party shall during the period of the contract carry out the whole works and shall not sublet, outsource, sub contract any or part of the contracted works.
12. That in case of deficiencies in services by the first party, the second party shall have the right to take necessary action including but not limited to deduction from cleaning bills, procurement from other sources and costs deducted from the dues of the first party, cancellation of contract and blacklisting from future bids. In the event of the contract being terminated at any stage due to unsatisfactory performance of service by the first party, the second party has the right to award the contract to any other contractor and the first party

will be liable to make good any loss incurred by the hospital authorities on this account. Such amounts will be recovered from any money due to or to become due to the First Party.

That the First Party agrees to the imposition of Penalties as provided in Clause 10 of C-Schedule of work and Special Terms and Condition of the Terms & Conditions of the tender, by the Second Party.

13. In the event of any dispute, all matters will be dealt by the proper forum of law within Kolkata jurisdiction.

IN WITNESS whereof, the first party – / contractor and the through its authorized representative has hereinto set his hands and Dr. \_\_\_\_\_, \_\_\_\_\_ for in and on behalf of the second party has hereinto set his hands, executed and signed this deed in presence of.

First Party

Second Party

Witness : 1. \_\_\_\_\_

Witness : 1.

\_\_\_\_\_

2. \_\_\_\_\_

2.

\_\_\_\_\_

**Government of West Bengal**  
**Health & Family Welfare Department**  
**M.A. Branch**

SWASTHYA BHAWAN, GN-29, Sector-V, Salt Lake City, Kolkata – 700 091.

Memo No. HF/O/MA/ 1493 /Z-55/2011

Date: 21.08.2012.

**ORDER**

In partial modification of the earlier order vide no. HF/O/MA/1060/Z-55/2011 dated 11.06.2012, I am directed to state that in terms of Finance Department's Memo. No. 3687-F dated 02.05.2012, the personnel, engaged by the Rajya Sainik Board/Zilla Sainik Board, or by a private agency/contractor, selected through due process of tender, for security, sanitation and housekeeping, and also for Group-D services in different State Government establishments under this Department, are entitled to revised minimum wage as fixed/revised by the State Government from time to time, from the date from which such rate comes into effect.

I am further directed to state that statutory deductions shall be made by the Rajya Sainik Board/Zilla Sainik Board, or by the private agency/ contractor, as the case may be, from the wages of personnel employed by it, on account of EPF @ 12%, ESI @ 1.75% and Profession Tax as per relevant rules, and shall be deposited by it, along with employer's contribution towards EPF @ 12%, ESI @ 4.75%, EDLI @ 0.5 % and Administrative Charge under EPF @ 1.11%, **totaling 18.36% of wages**, in the appropriate Central and State Government accounts.

I am also directed to state that in order to ensure the aforesaid statutory deposits, payment of these components of the total bill, and also of Service Tax, shall not be released to the private agency/contractor, or to the Rajya Sainik Board/Zilla Sainik Board, as the case may be, unless satisfactory documentary evidence of deposit the aforesaid amounts, in respect of the previous bills, in the appropriate Central and State Government accounts, is furnished.

All concerned are being informed.

  
Joint Secretary

Copy forwarded for information and necessary action to:-

1. The Principal Accountant General, West Bengal (A & E).
2. The PAO, Kolkata Pay and Accounts Office –I/II/III.
3. The Director of Medical Education, West Bengal.
4. The Director of Health Services, West Bengal.
5. The Special/Joint Secretary to the Government of WB, Finance Department(Group-P)/ Finance Department(Group-O), Writers' Buildings, Kolkata – 700001;
6. The Special/ Joint Secretary to the Government of West Bengal (MS/P&B/PHP/MERT).
7. The Additional Director of Health Services (A & AV).
8. The Joint Director of Health Services(Admn.), West Bengal/Joint Director of Health Services(Personnel), West Bengal;
9. The Principal/Director, Medical College & Hospital, Kolkata/R.G. Kar Medical College & Hospital, Kolkata/N.R.S. Medical College & Hospital, Kolkata/Calcutta National Medical College & Hospital, Kolkata/North Bengal Medical College & Hospital, Darjeeling/Burdwan Medical College & Hospital, Burdwan/Midnapur Medical College & Hospital, Paschim Medinipur/I.D. & B.G. Hospital, Beliaghata, Kolkata/Chittaranjan Seva Sadan, Kolkata/Dr. B.C. Roy Post Graduate Institute of Paediatric Sciences, Kolkata;
10. The Medical Superintendent-cum-Vice Principal/Superintendent, Medical College & Hospital, Kolkata/R.G. Kar Medical College & Hospital, Kolkata/N.R.S. Medical College & Hospital, Kolkata/Calcutta National Medical College & Hospital, Kolkata/North Bengal Medical College & Hospital, Darjeeling/Burdwan Medical College & Hospital, Burdwan/Midnapur Medical College & Hospital, Paschim Medinipur/I.D. & B.G. Hospital, Beliaghata, Kolkata/Chittaranjan Seva Sadan, Kolkata/Dr. B.C. Roy Post Graduate Institute of Paediatric Sciences, Kolkata/Sambhu Nath Padit Hospital, Kolkata/Dr. R. Ahmed Dental College & Hospital, Kolkata;
11. The Chief Medical Officer of Health (all), ..... CMOHs are requested to inform the respective Superintendents in his District accordingly;
12. The Secretary, Rajya Sainik Board, West Bengal, Department of W.C.W & Social Welfare, Writers' Buildings, Kolkata-700001;
13. The District Magistrate ..... (all)
14. The Deputy Director of Health Services (Admn.), West Bengal.
15. The Assistant Director of Health Services (Admn.), West Bengal;
16. Guard File.
17. Office copy.

*Kamal Bose*  
Joint Secretary