

**BID DOCUMENTS**  
**SECURITY SERVICES**  
**OF GOVERNMENT HEALTH**  
**FACILITIES**  
**UNDER C.M.O.H**  
**SOUTH 24 PARGANAS**

**2021-2024**

**DEPARTMENT OF HEALTH & FAMILY WELFARE**  
**GOVERNMENT OF WEST BENGAL**  
**OFFICE OF THE CMOH SOUTH 24 PARGANAS.**



**Government of West Bengal**  
**Office of the Chief Medical Officer of Health**  
**South 24 Parganas**

Memo No: CMOH (SPG)/Security/e-Tender/ 1906

Dated: - 24.02.2021

**NOTICE INVITING E TENDER (NIT) SECURITY SERVICES**

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

In reference memo no HHM/1H- 180-2017/264 Dated 08.08.2017

Invites bids from competent and experienced contractor/agencies/agencies for providing Security services to the below mentioned health facilities for period of 3 (three) years, performance will be renewed at end of each completed year. The 3 (three) year contract period shall commence from the date of notification of award of contract to the selected bidder in this e-tender and will be valid till further order from the end of Department of Health & Family Welfare , Go WB.

1. i) The Chief Medical of Health (CMOH),South 24 Parganas District, on behalf of  
a) M.R Bangur District Hospital

**2. Date and Time Schedule of e-Tender:**

Sl no	Particulars	Date & Time
1	Date of publishing N.I.T. & other Documents online	25/02/2021, 10.00 am
2	Online documents download start date	25/02/2021, 10.00 am
3	Online documents download end date	10/03/2021, 3.00 pm
4	Online Bid submission start date	25/02/2021, 10.00 am
5	Pre-bid meeting to be held at Office of Tender Inviting Authority	03/03/2021, 2.00 pm
6	Online Bid Submission closing date and time	10/03/2021, 3.00 pm
7	Online Bid opening date for Technical Proposals	12/03/2021, 4.00 pm
8	Date of online uploading list for Technically Qualified Bidders	To be notified later
9	Date of online opening of Financial Proposal	To be notified later

3. In the event of any of the above-mentioned dates being declared as a holiday for the e-tender inviting authority, the bids shall be opened on the next working day at the scheduled time.

4. The bid submitted should be addressed to the tender inviting authority, i.e. to the CMOH, South 24 Parganas District, as applicable.

5. Bidders may download the e-tender enquiry document from the websites <https://wbtenders.gov.in> and [www.wbhealth.gov.in](http://www.wbhealth.gov.in). Any subsequent notice regarding this e-tender shall be uploaded on these two websites



only. Bidders are requested to check these two websites regularly for this purpose.

6. This e-tender document comprises the following sections:

Section I: Notice inviting Tender (NIT), i.e., this document

Section II: Preamble

Section III: Requirements

Section IV: Consignee List

Section V: General Conditions of Contract (GCC)

Section VI: General Instructions to Bidders (GIB)

Section VII: Tender Application Form

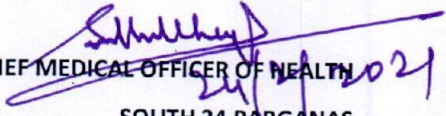
Section VIII: Price Schedule/ Bill of Quantity

Section IX: Contract Form

Section X: Proforma for Contractor/agency's Monthly Bill

Section XI: Checklist for Bidders

7. The e-tender shall be evaluated under the two-bid system, i.e. through evaluation of technical and financial bids uploaded by the bidder online on the e-tender website of <https://wbtenders.gov.in>.

  
CHIEF MEDICAL OFFICER OF HEALTH  
SOUTH 24 PARGANAS



## SECTION II: PREAMBLE

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

### 1.2. Definitions:

- i) "Purchaser" means the e-tender inviting authority, purchasing goods and/ or services as incorporated in this e-tender enquiry document, either directly or on behalf of consignees. For this e-tender the purchaser may either be: The CMOH of South 24 Parganas District.
- i) "Bid" means Proposal/ Quotation received from a Firm / Bidder against the e-tender.
- ii) "Bidder" means the Individual or Firm submitting Bids/ Quotations.
- iii) "Contractor/agency" means the individual or the firm supplying the goods and/ or services as incorporated in the contract.
- iv) "Security services" means, a systemic approach to managing an organisation's security needs as per specifications, terms and conditions stipulated under the contract, the organisation in this case refers to Medical Colleges/ Hospitals
- v) "Goods" means the articles, material, commodities, consumables etc. which the Contractor/agency is required to supply to the purchaser under the contract.
- vi) "Services" means the scope of work, together with services allied and incidental to the rendering of security services, supervision, managerial and administrative services, provision of technical assistance, training, maintenance service, insurance and other such obligations of the Contractor/agency covered under the contract.
- vii) "Earnest Money Deposit" (EMD) means Bid Security/ monetary amount or financial guarantee to be furnished by a bidder along with its bid.
- viii) "Contract" means the written agreement entered into between the purchaser/ consignee and the contractor/agency, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix) "Performance Security" means monetary amount or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- x) "Specification" means the document/ standard that prescribes the requirement with which goods and/ or service has to conform.
- xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the goods and / or service and comparing the same with the specified requirement to determine conformity.
- xii) "Day" means calendar day.
- xiii) "Bill of Quantity" is the name for price schedule in e-tender software.
- xiv) "Health Facility" means the Medical college and hospital or the teaching hospital or the district/ sub-



division etc. hospital to which the goods and/ or services under the contract shall be supplied.

**1.3 Abbreviations:**

- i. "TE Document" means e-Tender Enquiry Document
- ii. "NIT" means Notice Inviting e-Tender
- iii. "GIB" means General Instructions to Bidders
- iv. "GCC" means General Conditions of Contract
- v. "ESIC" means Employees' State Insurance Corporation
- vi. "EPFO" means Employees' Provident Fund Organization
- vii. "GST" means Goods and Services Tax
- viii. "CST" means Central Sales Tax
- ix. "DSC" means Digital Signature Certificate
- x. "BOQ" means Bill of Quantity or the Price Schedule in which rates for the e-tender should be quoted and uploaded online on the e-tender website.
- xi. "CMOH" means the Chief Medical Officer of Health of the Department of Health and Family Welfare, Government of West Bengal

**SECTION III: REQUIREMENTS**

**1. Scope of Work:**

- b) The present tender is being invited for Security Services under which the contractor/agency /agency shall provide uniformed and trained personnel and will use its best endeavors to provide security of building, equipments, materials and staff working in M.R Bangur District Hospital Monitoring and surveillance of the premises.

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

Intending bidder should visit the health facility and make himself thoroughly acquainted with the site condition, nature and requirements of the work, facilities for transportation, labour supply, storage of materials, operational conditions etc.. The costs of visiting shall be borne by the bidder. The rate quoted by the contractor/agency shall take care of all contingencies required for operating efficient hospital Security services at the health facility. The successful bidder shall not be entitled to any claim of compensation for difficulties faced or losses incurred on account of any site condition which existed before the commencement of the work or which, in the opinion of the health facility might be deemed to have reasonably been inferred to be so existing before commencement of the hospital's Security services contract. It shall be deemed that the contractor/agency has undertaken a visit to the Department and is aware of the operational conditions prior to the submission of the tender documents.

**3. Assistance to Contractor/agency :**

The contractor/agency shall only be provided with a suitable space near the gates for operating the hospital's Security services within the premises of the health facility. It shall not be entitled to any other



assistance from the health facility, either in the procurement of any materials or in the securing of labour and transportation facilities etc.

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

5. **Schedule of work and Special Terms and Condition:**

- As per the requirements of the specific hospital, the Superintendent will determine the area of the hospital wherein the services of the successful bidder will have to be provided and the number of persons to be deployed. This designated area may include all main entry points to the hospital premises, entry points to the hospital buildings and its annexe, offices, training centres, OPD, Emergency, all gates, indoor wards, laboratories, hostels, etc and any such areas as specified by the hospital Superintendent. The work order to the successful bidder will be based on this assigned area. **The number of Security personnel including supervisors as approved by the Medical Service Branch of the Department will only be engaged through outsourcing. No additional workmen shall be engaged under any designation and category.**
- Prior to bidding for the tender, the intending bidders are advised to contact the hospital Superintendent to get the details of the areas to be tendered out for providing the security and support services. The intending bidder should have the knowledge of the different sites and locations and the timings his organisation will have to provide services in and the materials to be supplied by him. He should quote his rates based on this. Failure to garner proper knowledge of the ground realities and quoting abnormally low rates will not be an excuse for poor/deficient services on a later date.
- All references to hospital premises relate only to this designated area.

6. **Norms of service at different service areas/points**

- The security personnel will be placed in the respective service areas for duties during their shift. Each shift implies 8 (eight) hours of duty. They will remain present in the respective service areas at all times during their duty hours and will leave for short periods only after being permitted by the on duty Medical Officer/nursing personnel/Asst Superintendent/ward master. **Log Book of such services is to be maintained by the concerned staff duly countersigned by the Supervisor.**

**1) Security Services at Entry Points of Hospital Building (also applicable for training centres and hostels)**

- a) All the entry points are to be manned during the hours as directed by the Hospital Superintendent.
- b) The Main Entry points to the hospitals are to be manned round the clock



- c) Only authorised persons are to be allowed entry through the entry points. The policy regarding entry and the issuing of cards will be as determined by the hospital Superintendent. At specific points the security guards may be required to maintain a register of visitors.
- d) For patient parties, ensure adherence to visiting hours. Ringing of bells and clearance of patient parties from wards is to be done.

2) Security and Support Services at the Emergency Entry Point

- a) Manning of the entry point round the clock
- b) Crowd control at emergency including crisis management
- c) Touts, if any, should be removed from the emergency

3) Security and Support Services in the OPDs and other service areas like labs, imaging SNCU, CCU etc

- a) Manning the entry points round the clock
- b) Crowd control in the OPD including crisis management
- c) Patient circulation and OPD reception management
- d) Touts, if any, should be removed.

4) Ensure that in the service areas all-

- i) Fire safety devices are functional
- ii) Electrical Fittings, lamps, fans, cooling equipment throughout the hospital are functional
- iii) All signage are clean and readable

5) All service areas under their control are opened & cleaned and closed on time and keys handed over to the proper authorities

6) Maintenance of Hospital Main Campus Gate along with Hospital Exterior (Campus)

- a) **Maintenance of the parking of the authorised vehicles in an orderly fashion,**
- b) Maintenance of parking lots, if available, are to be done,
- c) **Unauthorised ambulances/cars should not be allowed to be parked within the hospital premises,**
- d) **Unauthorised persons, vagrants and vendors/hawkers, unauthorised shops, unauthorised markets, unauthorised food stalls/canteens etc should be prohibited from entering the hospital premises,**
- e) **Washing of outside vehicles, clothes or any other activity, commercial or otherwise, not associated with the hospital services shall be prohibited within the hospital premises,**
- f) **Touts, if any, should be removed from the campus,**
- g) Ensuring the safety and security of the common collection sites. Ensuring that unauthorised persons/rag pickers do not pickup Bio Medical Waste from the hospital premises,



- h) The whole campus should be covered by rounds (patrolled) of the security persons in a regular manner and all theft averted,
- i) Pilferage and theft of government goods and materials is to be prevented and those indulging in these practices are to be apprehended,
- j) Mob control and ensuring safety and security of all hospital staff during all working hours,
- k) Prevention of sound pollution- playing of loud speakers, blowing of horns, bursting of crackers within the hospital's premises,
- l) **Prevention of smoking and sale of tobacco and tobacco related products within the hospital's premises,**
- m) **Prevention of sale and use of intoxicants within the hospital's premises,**
- n) To intimate to the hospital Superintendent or his representative of any intelligence input regarding any law and order situation/ pilferage or any such matter of importance.

7) Miscellaneous Services

- a) Conducting Fire and Disaster Management drill twice yearly and participating in fire fighting and disaster management during incidences
- b) Maintenance of close liaison with the police authorities and sharing information with them

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

**8. Staff to be deployed by contractor/agency at health facility**

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



- 2) **The personnel engaged should have following eligibility criteria :**
- a) Minimum age of the personnel should be 20 years ( as on 1<sup>st</sup> January of the respective year of enrolment )
  - b) Should have passed Class VIII.
  - c) Preference to be given who has done well in sports, NCC cadets, civil defence volunteers etc.
  - d) Should be physically and mentally fit.
- 3) The contractor/agency shall submit Licence under Contract Labour (Regulation and Abolition) Act to the in-charge of health facility at the earliest or maximum within one month of commencement of his service, if it employs minimum 20 persons in its firm.
- 4) The contractor/agency shall employ adult labour only. Employment of child labour shall render the contractor/agency liable to termination of the contract under GCC Clause 10: Termination for Default. The contractor/agency shall engage only such workers, whose antecedents have been thoroughly verified, including character and police verification and other formalities.
- 5) **The antecedents of security staff deployed shall be got verified by the contractor/agency from local police authority and an undertaking in this regard to be submitted to the department and department shall ensure that the contractor/agency complies with the provisions.**
- 6) The staff deployed by the contractor/agency must wear proper Photo ID Cards during their duty hours, duly issued with approval of competent authority of health facility. They should wear clean uniforms during their duty hours. **The colour and design of such uniform shall be approved by competent authority of health facility.** Any staff found without uniform or ID card during duty hours shall be deemed to be absent from duty and the said occasion shall be treated as a lapse in the services being provided by the contractor/agency , liable for deduction of liquidated damages and other remedies available to the health facility under the contract. **The contractor/agency should provide at least two pairs of approved uniforms to its staff deployed at the health facility. The cost of uniforms and ID cards to workers shall be borne by the contractor/agency.**
- 7) The contractor/agency shall maintain a pool of standby staff, so that he can substitute an absentee staff with a reliever of equal status. If the hospital Security services in a health facility suffer due to absenteeism of any required worker on any occasion, Liquidated Damages as per GCC clause 9 shall be imposed.
- 8) The contractor/agency at all times should indemnify the health facility against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; The Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; The Equal Remuneration Act,1976; Maternity Benefit Act, 1961 or any other law relating thereof and rules made hereunder from time to time. The health facility/ Administrative Department shall not own any responsibility in this regard.
- 9) The contractor/agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and (Contract Labour (Regulation & Abolition Act 1970), EPF



etc. with regard to the Security personnel engaged by him for works. It will be the responsibility of the contractor/agency to provide details of manpower deployed by him, in the Department and to the Labour department.

- 10) The contractor/agency shall pay to the staff deployed by it for hospital Security services supply service in the health facility, at least the minimum wages as fixed by the state government for unskilled workers, EPF, ESI, EDLI contributions, Bonus , any other dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time. The contractor/agency shall submit documentary evidence of such payment to the in-charge of health facility with the contractor/agency's monthly bill. The expenses shall be reimbursed to him by the health facility after proper verification. In any eventuality, if the contractor/agency fails to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, Hospital/Medical College authority is entitled to recover the equal amount from any money due or accrue to the Contractor/agency under this agreement or any other contract with RPF, with an advice to RPF, duly furnishing particulars of personnel engaged for the Hospital/Medical College.
- 11) The staff deployed through contractor/agency at the health facility shall not claim any benefit, compensation, absorption or regularization of their services in the establishment of the health facility/ Administrative Department either under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970 or any other law in vogue and as revised from time to time. The contractor/agency shall obtain an undertaking from the deployed persons to the effect that the deployed persons are the employees of the contractor/agency. **The contractor / agency shall submit the said undertaking to the health facility.** In the event of any litigation on the status of the deployed staff, the health facility/ Administrative Department shall not be a necessary party. However, in any event, either by the deployed persons or on order of a Court of Law, if the health facility/ Administrative Department is/ are made necessary parties in dispute to adjudicate the matter, the contractor/agency shall reimburse the expenditure borne by the health facility/ Administrative Department for such.
- 12) The contractor/agency shall be fully responsible for the conduct of his staff. The staff shall not divulge or disclose any details of operational process, technical know-how, confidential information, security arrangement, administrative matters, to third person(s). The staff deployed should be disciplined, entailed on enforcing prohibition of alcoholic drinks, *paan*, smoking, loitering without work, gambling etc. any illegal, disruptive, immoral act in the health facility. The staff should be sensitive in dealing with patients and persons accompanying patients and the public at large visiting the health facility.
- 13) The contractor/agency and his staff shall take proper and reasonable care and precautions to prevent loss, destruction, waste, or misuse in any area within its scope of responsibilities in the health facility, and shall not knowingly lend to any person or identity any of the effects, assets, or resources of the health facility, under its control.
- 14) Any loss/ damage etc. to the property, persons (including to patient-parties) of the health facility due to negligence/ any omission or commission on part of contractor/agency or his staff, established after an enquiry by authorized representative(s) of the health facility/ any higher authority of the Government;



- shall be recovered from the contractor/agency through appropriate method without prejudice to any other rights and remedies available to the health facility.
- 15) Any misconduct/ misbehavior by any staff deployed by the contractor/agency should be promptly dealt with by the contractor/agency. If competent authority of the health facility so desires, such staff should be immediately replaced by the contractor/agency at his own risk, cost and responsibilities, with written intimation to the competent authority about such move.
  - 16) The Contractor/agency will maintain a register on which day-to-day deployment of personnel will be entered. This will be **countersigned** by the authorized official of the Hospital/Medical College. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Contractor/agency has to give an undertaking (on the format), duly countersigned by the authorized official of the Hospital/Medical College, regarding payment of wages as per rules and laws in force.
  - 17) All liabilities arising out of accident or death while on duty shall be borne by the contractor/agency.
  - 18) Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Contractor/agency deployed, the supervisory staff will move in their areas of responsibility.
  - 19) All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Hospital/Medical College.
  - 20) The security staff shall not accept any gratitude or reward in any shape.
  - 21) The contractor / agency shall have his own Establishment/set up/mechanism/Training institute to provide training aids or should have tied up with a training institute, with 2-3 Ex-Servicemen/Ex-Para Military Forces/Ex-Police for training purpose at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
  - 22) Under the terms of their employment agreement with the Contractor/agency the Security staff shall not do any professional or other work for reward or otherwise directly or indirectly, except for and on behalf of the Contractor/agency.
  - 23) The contractor/agency shall do and perform all such Security services, acts, matters, and things connected with the administration, superintendence, and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the Hospital/Medical College may issue from time to time and which have been mutually agreed upon between the two parties.
  - 24) The Hospital/Medical College shall have the right, within reason, to have any person removed that is considered undesirable or otherwise and similarly Contractor/agency reserves the right to change the staff with prior intimation to the Hospital/Medical College.



- 25) The contractor/agency will deploy supervisor/s as per the need given by the Hospital/Medical College and as approved by M S Branch. The supervisor shall be required to work as per the instructions of Hospital/Medical College. The Supervisor in Charge should be an ex-Serviceman preferably not below the rank of JCO.
- 26) The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the contractor/agency and based on the documentary proof jointly signed by the representative of the Hospital/Medical College and the contractor/agency /his representative/personnel authorized by him. No other claim on whatever account shall be entertained by the Hospital/Medical College.
- 27) (a) In case any of contractor/agency 's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the Hospital/Medical College and the same shall be deducted from the contractor/agency 's bills.
- (b) In case any of contractor/agency 's personnel deployed under the contract fails to report in time and contractor/agency is unable to provide suitable substitute in time for the same it will be treated as absence and penalty as mentioned in point 26 (a) shall be levied.
- ( c)In case any public complaint is received attributable to misconduct/ misbehavior of contractor/agency's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor/agency's bill. Further, after enquiry, if found guilty, the concerned contractor/agency's personnel shall be removed from the Hospital/Medical College system immediately.

#### SECTION IV: CONSIGNEE LIST

(When the District CMOH invites the tender)

Sl No	Name of the consignee Health Facility	Number of Beds	Maximum number contractor's staff deployable at health facility
1	M.R Bangur District Hospital	654	63
2	M.R Bangur Nursing Training School (Menial Staff)		03

Sl No	Name /Designation	Contact No	e Mail ID	Address
1	Dr. Sisir Naskar M.R Bangur District Hospital - Superintendent	8240832513	<a href="mailto:districthospitalspg@gmail.com">districthospitalspg@gmail.com</a>	241, Desapran Sasmal Road, Tollygunge, Kolkata-700033

### 3. Consignee as Executor of contract

- 3.1 When the Purchaser for this e-tender is a District CMOH, he will declare the result of evaluation of bids for this e-tender and issue notification(s) of award(s) of contract to successful bidder(s). The consequent contract(s) with the successful bidder(s) shall be signed and executed henceforth by the in-charges of consignee health facilities.



**SECTION V: GENERAL CONDITIONS OF CONTRACT**

**1 Commencement of Service:**

1.1 The contractor/agency shall commence providing his service within 15 (fifteen) days from date of notification of award of contract for this e-tender. Time is the essence of the contract and should be strictly adhered to by the contractor/agency.

**2. Eligible Goods and/ or Services**

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

**3. Eligible and Qualified Bidders**

3.1 The bidder must be a recognized security agency with experience in providing security services in a Government Hospital or corporate hospital / Medical College and Hospital/or any other institution

AND

a) The intending tenderer should produce credential of similar nature of a completed single work having minimum value of 40% (Forty per cent ) of the estimated amount put to tender during 3 ( Three) years prior to the date of the issue of this e-Tender notice .

OR b) the intending tenderer should produce credentials of 2(Two) similar nature of completed works, each having a minimum value of 30 % (Thirty percent) of the estimated amount put to tender during 3 (Three) years prior to the date of issue of this e-Tender notice.

**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last three years)

(Submit with documentary evidence\*\*)

Tender No. : \_\_\_\_\_

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

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

Order placed by (full address of Purchaser)	Order No. and date	Description (Security services in 'n'-bedded hospital)	Value of order (Rs.)	Period of Contract	Remarks on Satisfactory Performance (attach documentary evidence)**
1	2	3	4	5	6



### Signature and seal of the Bidder

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

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

### 4. Earnest Money Deposit (EMD)

#### Earnest Money Deposit (EMD)

4.1 The amount of Earnest Money to be submitted shall be

SL No	Name of the Health Facility	EMD Amount	In words
1	M.R Bangur District Hospital	Rs.12000/-	Rupees Twelve Thousand Only

(The amount of EMD shall be approximately equal to 2% (two percent) of the estimated bill value or paid bill value (for security services) by the health facility in the current month or the previous month, rounded off to the nearest multiple of Rs.100/-.)

4.2 The earnest money shall be denominated in Indian Rupees.

#### 4.3 Deposition of earnest money:

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

#### 4.4. Payment by Net Banking:

- On selection of net banking as payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage ( along with a string containing a UNIQUE ID ) where he will select the bank through which he/ she wants to do the transaction.
- Bidder will make payment after entering his/her Unique ID and password of the bank to process the transaction.
- Bidder will receive a confirmation message regarding success / failure of the transaction.
- If the transaction is successful, the amount paid by the bidder will get credited in the respective pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R N Mukherjee Road, Kolkata for collection of EMD / Tender fees.
- If the transaction is failure, the bidder will again try for payment by going back to the first step.

#### 4.5, Payment through RTGS/ NEFT:

- On selection of RTGS/NEFT as the payment mode , the e-procurement portal will show a pre-filled challan having details to process RTGS/NEFT transaction.
- The bidder will print the challan and use the pre-filled information to make RTGS / NEFT payment using



his bank account.

c) Once payment is made , the bidder will come back to the e-Procurement portal after expiry of a reasonable time to enable the NEFT / RTGS process to complete , in order to verify the payment made and continue the bidding process.

d) Hereafter, the bidder will go to e-Procurement portal for submission of his bid.

e) But if the payment verification is unsuccessful, the amount will be returned to bidder's account.

#### 4.6. Refund / Settlement Process:

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

b) On receipt of the information through e-Procurement portal , the Bank will refund , through an automated process , the EMD of the bidders disqualified at the technical evaluation to the respective bidder's bank account from which transaction was made. Such refund will take place within T+2 Bank Working Days ( Where T means the date on which information on rejection of bid is uploaded to e-Portal by the TIA.)

c) Once the Financial bid evaluation is electronically processed in the e-Procurement Portal, EMD of the technically qualified bidders other than that of L1 & L2 bidders will be refunded , through an automated process , to the respective bidders' bank account from which payment was made. Such refund will take place within T+2 Bank working days. However, the L2 bidder should NOT BE REJECTED till the LOI ( Letter of Intent ) process is successful .

d) If the L1 bidder accepts the LOI and the same is processed electronically in the e-Procurement Portal , EMD of the L2 bidder will be refunded through an automated process ,to the his bank account from which payment was made . Such refund will take place within T+2 Bank working days.( Here T means the date on which information on Award of Contract to the L1 bidder is uploaded in the e-Procurement Portal by the TIA)

e) As soon as the L1 bidder is awarded the contract and the same is processed electronically in the e-Procurement Portal :-

f) EMD of the L1 bidder for tenders of the State Government Offices will automatically get transferred from the pooling account to the State Govt. Deposit head " 8443-00-103-001-07" through GRIPS along with the bank particulars of L1 bidder.

ii) Such transfer will take place within T+1 Bank working Days ( Here T means the date on which Award of Contract is issued )

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



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

## 5. Performance Security

- 5.1 Within 15 (fifteen) days from the date of issue of notification of award by the purchaser, the contractor/ agency shall furnish performance security to the health facility for an amount equal to 2 (two) month's estimated gross bill value for Security services of health facility, plus, minimum statutory emoluments payable to maximum staff deployable there during this period as per applicable rates on date of commencement of contract. The performance security shall be retained up to 6 (six) months after the date of completion of all contractual obligations by the contractor/agency.
- 5.2 The performance security shall be deposited in Indian Rupees to the state government through TR Challan **only** under budgetary head of account 8443-00-103-Earnest Money-01-07-Deposits. **No other form of deposit will/ can be entertained except the term mentioned herewith.**
- 5.3 In the event of any failure /default of the contractor/ agency with or without any quantifiable loss to the health facility/ purchaser/ government, the amount of the performance security is liable to be forfeited by the health facility/ purchaser/ Administrative Hospital/Medical College.
- 5.4 In the event of any amendment issued to the contract, the contractor/ agency shall, within 21 (twenty one) days of issue of the amendment, furnish the corresponding amendment to the performance security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 Subject to GCC sub – clauses 5.1 and 5.3 above, the health facility will release the performance security without any interest to the contractor/agency on completion of the contractor/agency's all contractual obligations.

## 6 Tender Prices

- 6.1 The bidder shall quote a 'Management fee' for providing goods and /or services, as applicable in the e-tender. The Management Fee shall be quoted as a percentage of the total Statutory Monthly Emoluments payable to the total number of (unskilled + semi-skilled + skilled) workers deployed for security services in the MCH/ hospital. Here 'Statutory Monthly Emoluments' shall mean amount payable as per Row 12 of Schedule of Payment under Section X: Proforma of Monthly Bill to be submitted by the Bidder. Service Tax as applicable from time to time shall be paid extra. No additional charges, taxes etc. will be paid. The bidder may quote up to a maximum of 10 % (ten percent) as Management Fee.

The price quoted shall be inclusive of all charges for providing 2 (two) sets of uniforms per year, I-Cards to all contractor/agency 's staff deployed at health facility; boots, hand gloves, safety goggles, masks etc. to those required. The quality and colour code of such items of attire shall be as per approval of



competent authority of health facility. The Bidder shall bear all charges like transportation, insurance, expenses of his service personnel, including their health and safety measures; all other expenses necessary in providing the service, ex-factory/ ex-warehouse/ ex-registered or branch office to the health facility.

The bidder shall pay to the staff deployed by it at the health facility at least the minimum wages as fixed by the state government for semiskilled/ unskilled workers, dues, entitlements etc. as per the relevant statutes in vogue and revised from time to time. He shall be reimbursed by the health facility the statutory minimum wages for unskilled workers and other minimum statutory emoluments paid by it to its staff deployed at the health facility, as revised from time to time, on submission of documentary evidence for such with his monthly contractor/agency 's bill.

6.7 The rate quoted by the bidder shall remain valid for full period of contract i.e. for 1 year + 1 year + 1 year = full 3 years of contract period, as renewed on yearly basis of satisfactory performance, plus extension period, if any.

6.8 The bidder should quote rates online in the Bill of Quantity (BOQ) in the space marked for quoting rates against each health facility in the BOQ. Downloaded copies of the BOQs are to be uploaded, virus scanned and digitally signed by the bidder.

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

#### **7. Terms and Mode of Payment**

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

7.2 The contractor/agency shall submit bills for payment due to him at the end of each month in duplicate to the in-charge of health facility as per proforma in Section X.

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

- i. An abstract sheet of service supplied by him to Medical Colleges/ Hospitals during the month. The abstract sheet should be prepared by him in format of the Hospital Security services Register, as mentioned in Section III, Clause 10 of this e-tender document. The abstract sheet shall be checked and verified by the ward master/ Assistant Superintendent/ appropriate authority of the health facility. After verification, such authorities shall sign/ countersign on the abstract sheet and on the bill submitted by the contractor/agency with certificate that the Security services has been duly rendered satisfactorily by the contractor/agency for the period claimed in the bill.
- ii. The attendance sheet of the hospital's Security services staff deployed by the contractor/agency, duly authenticated daily by his designated staff and countersigned by appropriate authority of the health facility. No payment shall be made for absentee employees.
- iii. The bank statement showing the date on which the previous month's emoluments to the



contractor/agency's staff deployed at the health facility have been paid through ECS. The contractor/agency shall provide the mandate form for ECS payment to its deployed staffs. The ESI Contribution relating to these workers (copies of ESI Cards of workers, copy of ESI deposit challan shall be enclosed). EPF Contribution relating to these workers (copies of EPF numbers of workers, copy of EPF deposit challan shall be enclosed). The same is applicable for EDLI Contribution and Administrative Charges paid by contractor/agency for the staff. These expenses shall be reimbursed to the contractor/agency by the health facility after proper verification.

- iv. Self declaration, "We are complying with all statutory Labour laws in vogue and as amended up to date, including the Minimum Wages Act".
- v. Service Tax deposit challan for tax claimed in preceding month's contractor/agency's bill.
- vi. Details of any other benefits, facilities etc. availed by him during the billing period from the health facility, appropriate consumption charges for which shall be deducted from his monthly contractor/agency's bill.

The contractor/agency shall be absolutely and exclusively responsible for the payment of salary for the staff deployed at health facility **on or before the 7<sup>th</sup> of each succeeding month** to protect the interest of these staff and to ensure smooth running of hospital's Security services supply service in the health facility, irrespective of whether or not he may be able to raise the bills or receive payments from health facility by that time.

Payment shall be released to the contractor/agency after deduction of Income Tax deductible at source and other statutory deductions.

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

- i. Performance Security as per GCC Clause 5 has been submitted
- ii. Contract form as per Section X has been signed and exchanged by both the parties
- iii. Contractor/agency's deployed staff are wearing uniforms and ID Cards, as approved by in-charge of health facility
- iv. Contract Labour Licence of contractor/agency submitted, as the case may be

**8. Variation, Delay in the Contractor/agency's Performance**

- 8.1 The Contractor/agency shall perform the services under the contract as per quality, time schedules, deployable staff, other terms and conditions specified by the Purchaser in the relevant clauses of the contract.
- 8.2 Subject to the provision under GCC clause 12, any unexcused variation in quality, quantity, delay etc by the Contractor/agency in maintaining its contractual obligations towards performance of services shall render the Contractor/agency liable to any or all of the following sanctions:
  - (i) imposition of liquidated damages,
  - (ii) forfeiture of its performance security



(iii) termination of the contract for default.

- 8.3 If at any time during the currency of the contract, the Contractor/agency encounters conditions hindering timely performance of services, the Contractor/agency shall promptly inform the Purchaser in writing about the same and its likely duration and make a request to the Purchaser for its remedy accordingly. On receiving the Contractor/agency's communication, the Purchaser shall examine the situation as soon as possible and at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of Contractor/agency's contractual obligations by issuing an amendment to the contract.

**9. Liquidated damages**

- 9.1 Subject to GCC Clause 12, if the contractor/agency fails to provide Security services supply service as per quality, time schedules, deployable staffs and other terms and conditions incorporated in the contract and to the satisfaction of the competent authority of health facility, the latter shall, without prejudice to other rights and remedies available to it under the contract deduct a sum equivalent to 1% (one percent) of the Total value of Security services supplied as per Row 1 of Part B: Security services Bill of Contractor/agency's Monthly Bill as per proforma of Section X; as liquidated damages per occasion of default from the contractor/agency's monthly bill.

If the deductions exceed 6 % (six percent) of the total value of Security services supplied in any calendar month, the health facility may consider termination of the contract and hiring of alternative service at risk and cost of the contractor/agency as laid down in GCC Clause 10: Termination for Default.

**10. Termination for default**

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

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

- 10.3 Unless otherwise instructed by the Purchaser, the Contractor/agency shall continue to perform the contract to the extent not terminated.

**11. Termination for insolvency**

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



thereafter to the Purchaser.

**12. Force Majeure**

- 12.1 Notwithstanding the provisions contained in GCC clauses 8, 9 and 10, the Contractor/agency shall not be liable for imposition of any such sanction so long the delay and/or failure of the Contractor/agency in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 12.2 For purposes of this clause, Force Majeure means an event beyond the control of the Contractor/agency and not involving the Contractor/agency 's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 12.3 If a Force Majeure situation arises, the Contractor/agency shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the Contractor/agency shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 12.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 12.5 In case due to a Force Majeure event the Purchaser is unable to fulfil its contractual commitment and responsibility, the Purchaser will notify the Contractor/ agency accordingly and subsequent actions taken on similar lines described in above sub-clauses.

**13. Termination for convenience**

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

**14. Modification of Contract**

- 14.1 If necessary, the purchaser may, with due approval of the Administrative Hospital/Medical College, issue a written order to the Contractor/agency at any time during the currency of the contract, to amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Requirements and Specifications of the services.



- b) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 14.2 In the event of any such modification/ alteration causing increase or decrease in the cost of services to be supplied and provided, or in the time required by the Contractor/agency to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/ or contract delivery schedule, as the case may be and the contract amended accordingly. If the Contractor/agency does not agree to the adjustment made by the Purchaser, the Contractor/agency shall convey its views to the Purchaser within 15 (fifteen) days from the date of the Contractor/agency 's receipt of the Purchaser's amendment/ modification of the contract.
- 15. Notices**
- 15.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing. The procedure will provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 15.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.
- 16. Resolution of disputes**
- 16.1 If dispute or difference of any kind shall arise between the Purchaser and the Contractor/agency in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 16.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Purchaser or the Contractor/agency may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser and Contractor/agency relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Hospital/Medical College of Health and Family Welfare, Government of West Bengal, appointed to be the arbitrator by the Principal Secretary to that Hospital/Medical College. The award of the arbitrator shall be final and binding on the parties to the contract.
- 16.3 The venue of arbitration shall be the district from where the contract has been issued or Kolkata, as deemed appropriate by the arbitrator.
- 17. Applicable Law and Legal Suits**
- 17.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- 17.2 All disputes would be decided at the Kolkata jurisdiction.
- 18. General/ Miscellaneous Clauses**
- 18.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties,



i.e. the Contractor/agency on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

- 18.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 18.3 The Contractor/agency shall notify the Purchaser of any material change that would impact on performance of its obligations under this Contract.
- 18.4 Each member/constituent of the Contractor/agency , in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser for performance of contract/services including that of its Associates/Sub Contractor/agency s under the Contract.
- 18.5 The Contractor/agency shall, at all times, indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/agency /its associate/affiliate etc.
- 18.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

#### **19. Governing language**

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

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

- 20.1 The Contractor/agency shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the Contractor/agency in the performance of the contract emanating from this e-tender document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purpose of performance of this contract.
- 20.2 Further, the Contractor/agency shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 20.1 above except for the sole purpose of performing this contract.
- 20.3 Except the contract issued to the Contractor/agency , each and every other document mentioned in GCC sub-clause 20.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the Contractor/agency 's performance and obligations under this contract.

### **SECTION VI: GENERAL INSTRUCTIONS TO BIDDERS (GIB)**

[For bidding in this e-tender]

#### **1. Introduction**



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

1.2 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/ consignee. The procurement will be in terms of procurement rules of the Government of West Bengal.

## 2 **Corrupt or Fraudulent Practices**

2.1 It is required by all concerned, namely the Consignee/Bidders/Contractor/agency s/others to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

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

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract. Before declaring a firm ineligible, a show-cause to be issued followed by reasoned hearing.

### **Availability of Funds**

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

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

3.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing, online uploading and submission of its bid and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

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



submission of bills for payment.

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

- 4.1 A bidder requiring any clarification or elucidation on any issue of the e-tender document may take up the same with the purchaser in the pre-bid meeting.
- 4.2 The bidder may also take up the same in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than eight days prior to the prescribed date of submission of bid.

**5. Alternative Bids**

- 5.1 Alternative Bids are not permitted.

**6. Bid Validity**

- 6.1 The bids shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of technical bid opening prescribed in the e-tender document. Any bid valid for a shorter period shall be treated as unresponsive and rejected.
- 6.2 In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their bids up to a specified period. Such request(s) and responses thereto shall be conveyed in writing. The bidders, who agree to extend the bid validity, are to extend the same without any change or modification of their original bid and they are also to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its bid validity without forfeiting its EMD.
- 6.3 In case the day up to which the bids are to remain valid falls on/ is subsequently declared a holiday or closed day for the purchaser, the bid validity shall automatically be extended up to the next working day.

**7 Preparation of Bid Documents**

- 7.1 The bid documents shall either be typed or written in indelible ink and the same shall be signed/ digitally signed by the bidder or by a person who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the bid.
- 7.2 The bid documents shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the bid.
- 7.3 It is the responsibility of bidder to go through the e-tender document to ensure furnishing all required documents. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary evidence to substantiate the corresponding statement.
- 7.4 A bid, which does not fulfil any of the above requirements and/or gives evasive information/ reply against any such requirement, shall be liable to be ignored and rejected.



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

**PREPARATION OF BIDS FOR e-TENDER:**

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

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

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

9.2. The bidder can search and download Notice Inviting Tender (NIT) and tender document electronically from computer once he logs on to the website <https://wbtenders.gov.in> using the Digital Signature Certificate.

**10. Submission of Bids**

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

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

**11. Technical Proposal: Statutory Cover**

11.1. Statutory Cover shall contain the following documents:

A) Tender Documents:

- i) Application to participate in e-tender as per Section VIII: Tender Application Form
- ii) Notice Inviting Tender: Sections 1 to XII

B) Scanned copy of EMD or documents in support of exemption/relaxation claimed for EMD (refer General Conditions of Contract, Clause 4)

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

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

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

**12.3. Non Statutory Cover will contain following documents**

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	i. Income Tax PAN ii. Professional Tax Registration/ any Challan deposited in last six



			<p>months from scheduled date of e-tender opening</p> <p>iii. GST Registration along with copy of last return filed</p> <p>iv. ESIC Code Number Allotment.</p> <p>v. EPFO Registration.</p>
B.	Company Detail(s)	Company Detail	<p>i. Certificate of Incorporation/ Partnership Deed</p> <p>ii. Updated Trade Licence</p> <p>iii. Power of Attorney in favour of signatory of bid</p>
C.	Credential	Credential – 1 Credential – 2	Performance Statement as per format described in General Conditions of Contract, Clause 3; with supporting documents
D.	Documents	Documents	<p>i. Audited Balance Sheet &amp; Profit &amp; Loss A/c of last 3 years</p> <p>ii. Name, address of banker, account number</p> <p>iii. Bank Solvency Certificate on any date after publishing of this e-tender for an amount equal to 3 (three) months' total bill for supplying Security services at rate quoted by bidder <b>at full bed-occupancy</b> of health facility, plus the minimum statutory emoluments payable to the maximum staff deployable at that facility during this period</p> <p>iv. Address proof for registered and/or branch office of bidder, (preferably in district of health facility)</p> <p>v. Bidder's Undertaking as per General Instructions to Bidders, Clause 13 below</p>

**13. Bidder's undertaking:**

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

**14. Financial Proposal: Bill of Quantity**

14.1 The financial proposal (cover) or prices quoted should be uploaded online through the Bill of Quantity (BOQ). The bidder shall quote the price online in the space marked for quoting prices in the BOQ. Only downloaded copies of the BOQ are to be uploaded, virus scanned and digitally signed by the bidder. Please refer Section VIII: 'Price Schedule/ Bill of Quantity' for a print copy of the BOQ.



## **OPENING OF TENDER**

15. The purchaser will open the bids after the specified date and time as indicated in the NIT.
16. Authorized representatives of the bidders may attend the tender opening.
17. This e-tender shall be evaluated as follows. Online technical bids of EMD-qualified bidders shall be opened and evaluated with reference to parameters prescribed in the e-tender document. After this, the online price bids of only the technically qualified bidders shall be opened for further evaluation.
18. **Opening of Technical Proposals:**
- 18.1 Technical proposals will be opened by members of the Tender Evaluation Committee electronically from the e-tender website using their Digital Signature Certificates (DSCs).
- 18.2 In the Technical Proposal, the Cover (folder) for Statutory Documents will be opened first and if found in order, the cover (folder) for Non-Statutory Documents will be opened.
- 18.3 IF ANY DOCUMENT REQUIRED TO BE SUBMITTED FOR e-TENDER BY THE BIDDER IN HIS TECHNICAL PROPOSAL IS NOT SUBMITTED OR IS FOUND TO BE DEFICIENT IN ANY MANNER AT ANY STAGE AFTER OPENING OF BID, THE BID MAY BE SUMMARILY REJECTED.

## **SCRUTINY AND EVALUATION OF BIDS**

19. **Basic Principle**
- 19.1 Bids will be evaluated on the basis of the terms and conditions already incorporated in the e-tender document, based on which bids have been received and the terms, conditions etc. mentioned by the bidders in their bids. No new condition will be brought in while scrutinizing and evaluating the bids.
- 19.2 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the bids are generally in order. The bids, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 19.3 Prior to the detailed evaluation of price bids, the Purchaser will determine the substantial responsiveness of each bid to the e-tender document. For purpose of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the e-tender document without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security, Terms and Mode of Payment; Variation, Delay in the Contractor/agency 's Performance, Liquidated Damages, Termination of Contract, Force Majeure, Resolution of Disputes, Applicable law etc. will be deemed to be material deviations. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.



20. If a Bid is not substantially responsive, it will be rejected by the Purchaser.
- 21.1 Decrypted (transformed into readable format) documents of the non-statutory cover will be downloaded and handed over to the Tender Evaluation Committee. The Committee will evaluate technical proposals as per terms laid down in this e-tender document.
- 21.2 During evaluation the Committee may summon bidders and seek clarification /information or additional documents or original hard copies of documents submitted online. If these are not produced within specified time, the bid proposals will be liable for rejection.
- 21.3 The result of evaluation of technical bids, along with information regarding further steps in evaluation of the tender shall be uploaded online on e-tender website.
- 22. Comparison of Bids**
- 22.1 The comparison of the responsive bids shall be carried out on Delivery Duty Paid (DDP) consignee site basis.
- 23. Bidder's Capability to Perform the Contract**
- 23.1 The purchaser, through the above process of bid scrutiny and bid evaluation will determine to its satisfaction whether the bidder, whose bid has been determined as the lowest evaluated responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- 23.2 The above-mentioned determination will interalia, take into account the bidder's financial, technical and production/ service capabilities for satisfying all the requirements of the purchaser as incorporated in the e-tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid as well as such other allied information as deemed appropriate by the purchaser, including inspection of warehouse/ registered or branch office/ site visit of any current project(s) etc. of the bidder at cost and arrangement of bidder by authorized representative(s) of purchaser.



## **AWARD OF CONTRACT**

- 24. Purchaser's Right to accept any bid and to reject any or all bids**
- 24.1 The purchaser reserves the right to accept in part or in full any bid or reject any or more bid(s) without assigning any reason or to cancel the tendering process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).
- 25. Award Criteria**
- 25.1 Subject to GIB clause 24 above, the contract will be awarded to the lowest evaluated responsive bidder per health facility. The list of successful bidder(s) shall be uploaded online. **In case of tie, only one bidder should be selected.**
- 26. Variation of Quantities at the Time of Award, During Currency of Contract**
- 26.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease the scope of services mentioned in the relevant section(s) in tender without any change in the unit price and other terms and conditions quoted by the bidder.
- 26.2 The quantity of goods and/ or services mentioned in the relevant section(s) in tender to be procured may be staggered during currency of the contract.
- 26.3 The purchaser reserves the right to extend the 3 (three) year contract by another 3 (three) months on same terms and conditions at the end of 3 (three) year contract period. Thereafter, the contract may be extended on same terms and conditions for further periods on mutual agreement between purchaser and contractor/agency .
- 27. Notification of Award**
- 27.1 Before expiry of the tender validity period, the purchaser will notify the list of successful bidder(s) per health facility online on websites, <https://wbtenders.gov.in> and [www.wbhealth.gov.in](http://www.wbhealth.gov.in). In addition, each successful bidder shall be notified in writing that its bid for goods and/ or services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods and/ or services and corresponding prices accepted. The successful bidder must furnish to the health facility the required performance security within 15 (fifteen) days from the date of issue of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5.
- 27.2 The Notification of Award shall constitute the beginning of the Contract and the 3 (three) year contract period shall commence from this date of notification.
- 27.3 The successful Bidder shall also physically submit original documents/ duly attested Photo-copies of all documents uploaded by him online at the time of bidding.
- 28. Issue of Contract**
- 28.1 Within 7 (seven) days of notification of award, the successful bidder will sign the contract form as per Section X with the health facility.
- 28.2 The Purchaser reserves the right to issue the Notification of Award consignee wise.



- 29. **Non-receipt of Performance Security and Contract by the Purchaser/ Consignee.**
- 29.1 Failure of the successful bidder in providing performance security and/ or signing contract in terms of GIB clauses 27 and 28 above shall make the bidder liable for forfeiture of its EMD and also, for further actions by the Purchaser/ Consignee against it as per the clause 10 of GCC: Termination for default.
- 30. **General/ Miscellaneous Clauses:**
- 30.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Contractor/agency on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 30.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 30.3 The Contractor/agency shall notify the Purchaser of any material change that would impact on performance of its obligations under this Contract.
- 30.4 Each member/constituent of the Contractor/agency, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser for performance of contract/services including that of its Associates/Sub Contractor/agency s under the Contract.

CMOH, .....South 24 Parganas /  
Superintendent .....(decentralized  
hospital)



**SECTION VII: TENDER APPLICATION FORM**

To,

The Tender Inviting Authority.....

.....

.....

Ref: Your e-tender document No. \_\_\_\_\_ Dated \_\_\_\_\_

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

We hereby declare that all data and documents submitted by us in our bid in this e-tender are genuine and true, to the best of our knowledge and belief.

If our bid is accepted, we undertake to render the services as mentioned above, in accordance with the schedule and terms and conditions as specified in the e-tender document, including amendment/ corrigendum if any.

We further confirm that, if our bid is accepted, we shall provide you with a performance security of required amount in terms of GCC clause 5, for due performance of the contract.

We agree to keep our bid valid for acceptance as required in the GIB clause 6, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this bid up to the aforesaid period and this bid may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this bid read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Government Authorities/ Organization/ Institution/ local bodies etc in last two years.

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

We would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by you to verify this statement.

**(Signature with date)**

**(Name, designation, seal of authorised person to sign bid for and on behalf of Bidder)**



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

(Print copy of BOQ)

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

Sl. No. (Col.1)	Item Description (Col.2)	Basic Price (in Rs.) (Col.7)
1	<p>The bidder shall quote a 'Management Fee' for providing goods and /or services, as applicable in the tender. The Management Fee shall be quoted as a percentage of the total Statutory Monthly Emoluments payable to the total number of (unskilled + semi-skilled + skilled) workers deployed for providing SECURITY services in the MCH/ hospital.</p> <p>Here 'Statutory Monthly Emoluments' shall mean amount payable as per Row 12 of Schedule of Payment under Section-X: Proforma of Monthly Bill to be Submitted by the Bidder.</p> <p>Service Tax as applicable from time to time shall be paid extra.</p> <p>No additional charges, taxes etc. will be paid.</p> <p>The bidder may quote up to a maximum of 10 % (ten percent) as Management Fee.</p> <p>[For example: If you quote the figure '5'. It means that you will charge 5 % (five percent) of total Statutory Monthly Emoluments payable to the total number of (unskilled + semi-skilled + skilled) workers deployed for security services in the MCH/ hospital as Management Fee per month. Service Tax as applicable from time to time shall be paid extra.</p> <p>No additional charges, taxes etc. will be paid. You may quote upto a maximum of 10 % (ten percent) as Management Fee.]</p>	[Quote Figure]

To be uploaded with digital signature of authorized personnel of Bidder

**SECTION IX: CONTRACT FORM**

[to be signed on a stamp paper of denomination of Rs.10/-(ten only) or above]

Name and address of the health facility issuing the contract.....

.....  
 .....

Contract No \_\_\_\_\_ dated \_\_\_\_\_



1. This is in continuation to Notification of Award of Contract No \_\_\_\_\_ dated \_\_\_\_\_ against e-tender no. \_\_\_\_\_ dated \_\_\_\_\_ and \_\_\_\_\_ subsequent amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the purchaser.

2. Name and address of the contractor/agency: .....  
.....  
.....

3. Contractor/agency 's Bid No \_\_\_\_ dated \_\_\_\_ and subsequent communication(s) No \_\_\_\_ dated \_\_\_\_ (if any), exchanged between the contractor/agency and the purchaser in connection with this e-tender.

4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned above, shall also be deemed to form and be read and construed as integral part of this contract:

- i. The e-tender document no..... dt.....
- ii. Tender Application Form furnished by the contractor/agency
- iii. Technical and Financial Bid submitted by the contractor/agency
- iv. Purchaser's Notification of Award of Contract

The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II: PREAMBLE of the e-tender document shall also apply to this contract.

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

Schedule No.	Brief description of services	Contract price

5.2 Financial limit to this contract is Rs.....(contract price)

5.3 Annexure: Documents listed in Clauses 4(i) to 4(iv) above.

**Signature, seal, name and address of the purchaser's/ consignee's authorised official)**

Received and accepted this contract

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



**Section X: Proforma for Contractor/agency's Monthly Bill**

[The proforma for contractor/agency's monthly bill comprises Parts A, B, C, D and E. The monthly bill shall be submitted by contractor/agency to in-charge of health facility. Payment shall be made as per terms laid down in e-tender document, especially GCC Clause 7.

G.O. no. HF/MA/1661/4R-06/12 dt.6.9.12 specifies statutory emoluments payable to contractor/agency's staff.]

**Contractor/agency's Monthly Bill: Part A:**

**Abstract Sheet for Security services to Medical Colleges/ Hospitals of**

..... (Name of health facility)

Period from ..... to .....

Name of Contractor/agency .....

Contract no..... (photo copy attached with this bill)

The ward master/ sister-in-charge of ward/Assistant Superintendent/ Head of the Department/ appropriate authority of health facility shall verify this abstract sheet attached herewith and with the entries in the Hospital's Security services Register. After verification, such authorities shall sign/ countersign on the abstract sheet and on the bill submitted by the contractor/agency with certificate that the meals enlisted have duly been served and the hospital's Security services supply service duly rendered satisfactorily by the contractor/agency for the period claimed in the bill.

**Contractor/agency's Monthly Bill: Part B: Security services Bill**

Sl no (1)	Schedule of Payments (2)	Rs. (3)
1	Total value of Security services supplied as per Abstract Sheet of Part A of Contractor/agency's Bill	
2	Less: Deductions for liquidated damages as per GCC Clause 9 of e-tender document on total value of Security services supplied (on Row 1). Kindly annex a separate list	
3	Less: Any other benefits, facilities etc. availed by contractor/agency during the billing period from the health facility, appropriate consumption charges for which shall be deducted from the total value of Security services supplied (on Row 1). Kindly annex a separate list.	
4	Net value of Security services supplied [Row 1- (Rows 2+3)]	
5	'Management fee' @..... percent of net value of Security services supplied (on Row 4)	
6	GST on 'Management fee'(on Row 5)	
7	Any other tax applicable (on Row 6)	
8	Any other tax applicable (on Row 6)	
9	Gross Security services Bill (Rows 4+5+6+7+8)	
10	Less: Income Tax deducted at source on 'Management fee'(on Row 5)	



11	Any other deductions	
12	Net Security services Bill [Row 9- (Rows 10+11)]	
13	Attached documents: i. Service Tax deposit challan for tax claimed in preceding month's contractor/agency's bill. ii. A photocopy of the observations recorded in the Hospital's security services Register during billing period as per Section III, Clause 5,6,7,8 of e-tender document. iii. .... iv. ....	

**Contractor/agency's Monthly Bill: Part C: Reimbursement of Minimum Statutory Emoluments to Contractor/agency's Staff Deployed at Health Facility**

(1. The maximum number of contractor/agency's staff deployed at health facility shall be as per Section III, Clause 11 of e-tender document.

2. Reimbursements shall be made only on submission of documentary evidence by contractor/agency with this bill that he has duly paid/ deposited the reimbursement claims sought by him in the previous month's bill from the health facility.)

Sl no (1)	Schedule of Reimbursement (2)	Rate. Rs. (3)	No. of Staff (4)	Total Rs. (5) (Col. 3x4)
1	Minimum monthly wage rate applicable for semiskilled/ unskilled workers in the applicable Zone as per Labour Hospital/Medical College, Govt. of West Bengal for staffs deployed by contractor/agency at health facility			
2	Monthly EPF Contribution by employer for staffs			
3	Monthly ESI Contribution by employer for staffs			
4	EDLI Contribution and Administrative Charges payable by employer for staffs			
5	Any other statutory emoluments payable by employer for staffs			
6	Total statutory monthly emoluments payable by employer to his staff deployed at health facility (totals of Column 5 of Rows 1+2+3+4+5)			
7	Declaration by Contractor/agency : We are complying with all statutory Labour laws in vogue and as amended up to date, including the Minimum Wages Act.			
8	Other Declarations and attached documents with bill: i. The attendance sheet of contractor/agency's deployed staff at health facility, authenticated daily by a designated staff of contractor/agency and countersigned by an appropriate authority of health facility. ii. The wages of workers were credited to their bank accounts on.....(date).			



(The bank statement showing monthly salary paid through ECS to the contractor/agency 's deployed staff at health facility in the preceding month.)

iii. ESI Contribution relating to these staff amounting to Rs..... was deposited on..... (date)  
(copies of ESI Cards of workers, copy of ESI deposit challan shall be enclosed)

iv. EPF Contribution relating to these staff amounting to Rs..... was deposited on..... (date)  
(copies of EPF numbers of workers, copy of EPF deposit challan shall be enclosed)

v. EDLI Contribution and Administrative Charges payable by employer for staffs

vi. Medical fitness certificates of contractor/agency 's deployed staff every six- months

vii. ....

viii. ....

**Contractor/agency's Monthly Bill: Part D: Total Bill**

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

**Part E: Additional compliances to be verified before payment of monthly contractor/agency's bill for the first time by health facility:**

- i. Performance Security as per GCC Clause 5 has been submitted
- ii. Contract form as per Section IX has been signed and exchanged by both the parties
- iii. Contractor/agency's deployed staffs are wearing uniforms and ID Cards, as approved by in-charge of health facility
- iv. Written job-responsibilities of each deployed staff of contractor/agency
- v. Contract Labour Licence of contractor/agency submitted.



**SECTION XI: CHECKLIST FOR BIDDERS**

Sl no	Checklist
1	EMD or documents in support of EMD exemption
2	Tender Application Form
3	Notice Inviting Tender Sections I to XII
4	Income Tax PAN
5	Professional Tax Registration/ any Challan deposited in last six months from scheduled date of e-tender opening
6	GST Registration along with copy of last return filed
7	ESIC Code Number Allotment
8	EPFO Registration
9	Certificate of Incorporation/ Partnership Deed
10	Trade Licence
11	Power of Attorney in favour of signatory of bid
12	Performance Statement as per format prescribed in GCC Clause 3, with supporting documents
13	Audited Balance Sheet & Profit/ Loss A/c for last 3 years
14	Name, address of banker, account number
15	Bank Solvency Certificate on any date after publishing of this e-tender for an amount equal to 3 (three) months' total bill for supplying full Security services at rate quoted by bidder at full bed-occupancy of health facility, plus the minimum statutory emoluments payable to the maximum staff deployable at that facility during this period
16	Address proof for registered and/or branch office of bidder, preferably in district of health facility
17	Bidder's Undertaking as per General Instructions to Bidders, Clause 13
18	Price Schedule/ Bill of Quantity (BOQ)

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