



Government of West Bengal
Office of the Chief Medical Officer of Health Alipurduar
Babu Para, Maya Talkies Road, Ward No-12,
District-Alipurduar, Pin: 736121
Tele: 03564-257200, email: cmohapd@gmail.com



Memo. No. CMOH/APD/No. 1268

Date: 15/3/24

To
DAS FACILITY SERVICES
H.O-NORTH MATHPARA ,ICHAPUR,
P.O-NAWABGANJ, P.SNOAPARA,
DIST-NORTH 24, PARGANAS, PIN-743144

**SUB: WORK ORDER PROVIDING 02 (TWO) DRIVERS FOR GOVERNMENT ADVANCE LIFE SUPPORT
AMBULANCES, EMEGENCY VEHICLES ETC IN ALIPURDUAR for 03 years**

Apropos the subject, bid submitted by you in response to e-Tender vide memo no.CMOH/APD/No.840 dt:21.02.2024 (2nd Call) e-TENDER No:2024_HFW_671641_1 for **PROVIDING 02 (TWO) DRIVERS FOR GOVERNMENT ADVANCE LIFE SUPPORT AMBULANCES, EMEGENCY VEHICLES ETC IN ALIPURDUAR for 03 years** stands lowest (L1). The selection process of L1 bidders has been decided under guidelines of No 2320-F(Y) Dated, 7th June, 2022 of Principal Secretary to the Government of West Bengal. You are also informed that initial contract will be executed for a period of one year with effect from the issuing of work order. The contract shall be renewable at the end of each completed year of service under same terms and condition for a maximum period of 03 years from the date of work order subject to satisfactory performance. Terms & condition as follows

- 1. Assignment:** The contractor /agency shall not assign, either in whole or in part, its contractual duties, responsibilities, and obligation to a second party to perform the contract. In the event of the contractor/agency contravening this condition, the tender inviting authority 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.
- 2. Staff to be deployed by contractor/agency at health facility**
 - (i)** The drivers provided shall be the employees of the Contractor/agency and all statutory liabilities will be paid by the contractor/agency such as ESI, PF and under 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.
 - (ii) The personnel engaged should have following eligibility criteria:**
 - a) The Drivers must be a citizen of India and should be a permanent resident of West Bengal (the resident of Alipurduar area will be preferred).
 - b) The Drivers must possess valid Transport Driving Licence.
 - c) The Drivers must be Class-VIII (Eight) passed from a recognized school.
 - d) The drivers should be physically fit and mentally alert

(iii) Upon meeting the above minimum criteria as stated above under clause 5(ii), each driver should pass the driving skills test and traffic signal knowledge test conducted by RHTO before engagement.

3. Performance Security: (Please refer Finance Department G.O. No. 2691-F(Y) dated 02.05.2017) Within 15 (fifteen) days from date of the issue of notification of award by the CMOH, Alipurduar the Contractor, shall furnish performance security to the CMOH, Alipurduar for an amount equal to 1 (One) Months' Gross Amount Payable to Contractor [as per *Schedule of Payment of Proforma of Monthly Bill to be Submitted by Bidder*] as per applicable rates on date of commencement of contract. The Performance Security shall be retained up to ninety (90) days after the date of completion of all contractual obligations by the Contractor. **No other forms of deposit can /will be entertained by the CMOH/District authority.**

In the event of any failure /default of the Contractor with or without any quantifiable loss to the o/o the CMOH, District Alipurduar, the amount of the performance security is liable to be forfeited. The State Health Transport Organization, Administrative Department may do the needful to cover any failure/default of the Contractor with or without any quantifiable loss to this Organization. In the event of any amendment issued to the contract, the Contractor shall, within 21 (twenty-one) days of issue of the amendment, furnish the corresponding

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amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended. Subject to restrictions imposed by the clauses of this tender document, the CMOH, Alipurduar will release the Performance Security without any interest to the Contractor on completion of the Contractor's all contractual obligations. In case of a situation where there is more than one L1 bidder, the provisions mentioned in Finance Department G.O. No. 2320-F(Y) dated 07.06.2022 will be attracted.

4. Others terms for deployment of drivers

- i. If any driver falls ill or remains on leave or absent at his own, the contracted agency would be responsible for providing the substitutes.
- ii. The working period would be 6 days in a week and in shifting (Morning/ Evening/ Night) timings.
- iii. The contractor will provide Mobile Phone Connections to all the drivers employed on the vehicles to help the vehicle controlling officer to locate or to give necessary instructions in case of any urgent work or emergencies. All expenses for providing the Mobile Phone, including rental and maintenance etc. whatsoever, shall be borne by the contractor.
- iv. The contractor will strictly follow the labour and other all other statutory laws/ requirements. Also the payment will be made through bank accounts only and bank statement will be submitted along with running monthly bills.
- v. Arrangement of stay of Driver shall be in scope of contractor. Driver shall report for duty (whenever called on phone) as per requirement to meet out emergency of Hospital/Blood Bank. It is to be ensured that Hospital /Blood Bank work should not be suffered due to non-response /delay reporting of drivers.
- vi. The contractor/agency shall submit License under Contract Labour (Regulation and Abolition) Act to the tender inviting authority at the earliest or maximum within one month of commencement of his service, if it employs minimum 20 persons in its firm.
- vii. 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 9: 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.
- viii. **The attendance of staff deployed shall be 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.**
- ix. 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 tender inviting authority. They should wear clean uniforms during their duty hours. 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.
- x. 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 Vehicle services in a health facility suffer due to absenteeism of any required drivers on any occasion, Liquidated Damages as per GCC clause shall be imposed.
- xi. 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 CMOH/ Health facility/ Administrative Department shall not own any responsibility in this regard.
- xii. The contractor/agency shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages Act and Contract Labour (Regulation & Abolition) Act, 1970, EPF etc. with regards to the drivers' personnel engaged by him for works. It will be the responsibility of the contractor/agency to provide details of manpower deployed by



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- him, in the Department and to the Labour Department.
- xiii. The contractor/agency shall pay to the drivers deployed by it for health facility, at least Rs. 13500/ or the minimum wages as fixed by the state government for skilled workers whichever is higher, 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 SHTO/ health facility with the contractor/agency's monthly bill. The expenses shall be reimbursed to him by the health facility/ SHTO 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, SHTO/ 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 RPFC, with an advice to RPFC, duly furnishing particulars of personnel engaged for The CMOH/ Hospital/ Medical College.
- xiv. The staff deployed through contractor/agency at 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 Tender inviting Authority.** 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 CMOH/ 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 CMOH/ Health facility/ Administrative Department for such.
- xv. 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, driver deployment, 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 CMOH/ Health facility. The staff should be sensitive in dealing with patients and persons accompanying patients and the public at large visiting the health facility.
- xvi. 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.
- xvii. 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.
- xviii. 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.
- xix. 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 CMOH/Hospital/Medical College/Blood Bank etc. 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 CMOH/Hospital/Medical College/ Blood Bank etc, regarding payment of wages as per rules and

Signature
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laws in force.

- xx. All liabilities arising out of accident or death, if any, while on duty shall be borne by the contractor/agency.
- xxi. Adequate supervision will be provided to ensure correct performance of the said drivers 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.
- xxii. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the Hospital/Medical College/ Blood Bank etc.
- xxiii. The drivers shall not accept any gratitude or reward in any shape.
- xxiv. Under the terms of their employment agreement with the Contractor/agency the drivers shall not do any professional or other work for reward or otherwise directly or indirectly, except for and on behalf of the Contractor/agency.
- xxv. 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/ Blood Bank etc.
- xxvi. The payment would be made at the beginning of the month for work performed in preceding 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 CMOH/Hospital/Medical College and the contractor/agency/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by The CMOH/ Hospital/Medical College/Blood bank etc.
- xxvii. 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 Drivers absent on that particular day shall be levied by The CMOH/Hospital/Medical College and the same shall be deducted from the contractor/agency 's bills.
- xxviii. 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 GCC clauses shall be levied.

Memo No- CMOH/APD/11268/1(14)

Copy forwarded for information and necessary action for wide circulation:

1. The Hon'ble Sabhadipati, Zilla Parishad, Alipurduar
2. The Director of Health Services, West Bengal
3. The Special Commissioner to the Government of West Bengal
4. The Financial Advisor, H&FW Department;
5. The Addl. DHS (AA&V), Swasthya Bhawan;
6. The Joint Director of Health Services (Transport), West Bengal;;
7. The District Magistrate, Alipurduar
8. The Dy. CMOH- I/II/III/IV/DMCHO/DPHNO, Alipurduar
9. The Treasury Officer, Alipurduar
10. The Addl. Labour Commissioner, Alipurduar
11. The Accounts Officer, Office of the CMOH, Alipurduar.
12. The District Information Officer, Alipurduar.
13. The System Coordinator, IT Cell, Swasthya Bhavan, Kolkata
14. Office copy

For
[Signature]
Chief Medical Officer of Health
Alipurduar
Dated- 15/03/24

[Signature] 15/03/24
Accounts Officer
O/o CMOH, Alipurduar
O/o CMOH
Alipurduar