



दिल्ली नगर निगम / MUNICIPAL CORPORATION OF DELHI
अस्पताल प्रशासन विभाग / Hospital Administration Department
(मुख्यालय, 18वीं मंजिल, डॉ. श्यामा प्रसाद मुखर्जी सैविक सेंटर)
(HQ, 18th Floor, Dr. Shyama Prasad Mukherjee Civic Centre)
नई दिल्ली-110002 / New Delhi-110002



No.:AO(HA)/MCD/HQ/2023/ 1774

DATED: 15/9/23

Subject : - Regarding inviting fresh Notice Inviting Tender (NIT) Through GeM portal for procuring manpower agency for providing manpower i.e. 110 Watch and Ward (Unarmed) and 08 Supervisor (Watch and Ward) on minimum wages at various peripheral Health Units under the jurisdiction of CAMO (Shahdara South Zone) and CAMO (Shahdara North Zone) in Hospital Administration Department of Unified Municipal Corporation Of Delhi.

Health Units located at various sites in jurisdictions of Shahdara North Zone and Shahdara South Zone of Municipal Corporation of Delhi. The Agency/Firm will be required to provide Watch and Ward services to the premises at these locations. In case, any new premise comes up at different location, the services will also be provided there on demand from the department. The period of contract shall be for One Year but if required by the department it may be extended for one more year on the basis of Satisfactory work and conduct report of Watch and Ward personnel by the Concerned / CAMO of Zones i.e. **CAMO (Shahdara South Zone) and CAMO (Shahdara North Zone).**

Tender through GeM portal is invited from eligible Manpower service providers for providing manpowers i.e. **110 Watch and Ward (Unarmed)-Semi Skilled Category and 08 Supervisor (Watch and Ward) – Skilled Category** on minimum wages at various peripheral Health Units under the jurisdiction of CAMO (Shahdara South Zone) and CAMO (Shahdara North Zone) in Hospital Administration Department of Unified Municipal Corporation of Delhi for the period of one year (extendable for a further period of one year) on the basis of Satisfactory work performance and conduct report of Watch and Ward personnel(s) by Concerned CAMOs of Zone i.e. CAMO (Shahdara South Zone) and CAMO (Shahdara North Zone). Requirement/eligibility criteria/Terms and conditions of the contract have been clarified/mentioned in the Terms & Conditions and Additional Terms & Conditions (ATC). Tender document is available online at GeM portal as well as tender instructions on the website of MCD i.e. <https://mcdonline.nic.in/>.

The interested Agency/Bidder/Firm should upload their bids along with duly signed scanned copies of all the relevant certificates, documents etc. in support of their technical & price bids on the GeM portal. The technical bids will be opened online as per GeM Schedule.

Particulars	Tender for providing manpower's i.e. Security Personnel(s) on contract basis on minimum wages in Hospital Administration Department of Unified Municipal Corporation of Delhi.
Last Date & Time of submission e-Tender	30-09-2023 17:00:00 Hrs.
Earnest Money Deposit (EMD) 2% of the bid value/tender value to be Delivered in hand in the office of AC(HA), 18 th Floor, Dr. SPM Civic Centre, J.L. Nehru Marg, ND-02 on or before last date and time of online submission.	Rs.8,50,000/-.

Detailed information regarding the items, application / tender forms, EMD details, specifications, terms & conditions and additional Terms & Conditions can be downloaded from the following website: <https://mcdonline.nic.in/>. Both the Technical & Financial Bidding is through Gem portal only. The bidders/agency shall upload all the documents as per Eligibility Criteria and Terms & conditions for Bidders.

Any corrigendum to this tender will be notified through the aforesaid websites only i.e. <https://mcdonline.nic.in/>. The undersigned reserves the right to accept or reject any or all the bids without assigning any reason at any stage. If the date of opening of tender happens to be a holiday, the tender will be opened on the next working day. No Physical form of Tender documents is required.

Centre-wises requirement of 110 Watch and Ward (Unarmed) and 08 Supervisor (Watch and Ward) for peripheral health units of CAMO(Shahdara North Zone) and CAMO (Shahdara South Zone) is as under :-

S.No.	UNIT	PLACE	Watch and Ward (Unarmed)	Supervisor (Watch and Ward)
1	MTY. HOME	CHANDIWALA	3	1
2	MTY. HOME	PARPATGANJ	3	
3	MTY. HOME	KARAWAL NAGAR	4	
4	MTY. HOME	YAMUNA VIHAR	3	
5	MTY. HOME	SEELAMPUR	3	1
6	MTY. HOME	SEEMAPURI	3	
7	PUHC	GEETA COLONY	3	
8	MTY. HOME	KHICHRIPUR	3	
9	M&CW CENTRE	BABARPUR	3	1
10	M&CW CENTRE	GAUTAMPURI	3	
11	M&CW CENTRE	NAND NAGARI B4	3	
12	M&CW CENTRE	NAND NAGARI E4	3	
13	M&CW CENTRE	SEELAMPUR	3	1
14	M&CW CENTRE	ANARKALI	3	
15	M&CW CENTRE	GEETA COLONY 13 BLOCK	3	
16	M&CW CENTRE	GURU RAM DAS NAGAR	3	
17	M&CW CENTRE	HIMATPURI	3	1
18	PUHC	KRISHNA NAGAR	2	
19	M&CW CENTRE	VIVEK VIHAR	3	
20	M&CW CENTRE	SHAHRA SARAI MOHALLA	3	
21	M&CW CENTRE	TRILOKपुरI BLOCK 8	3	1
22	M&CW CENTRE	VISHKARMA PARK	3	
23	M&CW CENTRE	SONIA VIHAR	3	
24	M&CW CENTRE	KONDLI	3	
25	M&CW CENTRE	KARDAMPURI	3	1
26	CHEST HOSPITAL	PATPARGANJ	4	
27	POLYCLINIC	SHAHRA	3	
28	CHEST CLINIC	SHAHRA	3	
29	CHEST CLINIC	KARAWAL NAGAR	3	1
30	ALOPHATHY DISP.	KASTURBA NAGAR	2	
31	ALOPHATHY DISP.	PARPATGANJ	1	
32	ALOPHATHY DISP.	YAMUNA VIHAR	3	
33	ALOPHATHY DISP.	TAHIRPUR LEPROSY HOME	4	
34	ALL. & AYUSH	HARSH VIHAR	3	1
35	DR. APJ A KALAM	KHUREJI KHAS	1	
36	ALL. & AYUSH	BRAHMPURI X-BLOCK	1	
37	CENTRAL MEDICAL STORE	PRIMARY HEALTH Dept. (Hq)	3	
38	M&CW CENTRE	MANDAWALI	1	
39	M&CW CENTRE	WEST AZAD NAGAR	3	
	TOTAL		110	8

Tender Terms And Condition :-

1. Salary/Wages :-

i. Watch and Ward (Unarmed) (Total Posts - 110) – Semi Skilled Category

S.No.	Particulars	Rate per day (In INR)	Rate per Month (In INR)
1.	Salary (remuneration) – Semi-skilled Category	731	18993
2.	ESI Employer Share (3.25 % of minimum wages)		617.27
3.	EPF (Charges @ 13% of Rs.15000)		1950
	Total		21560.27
4.	Service provider charges (Max. 10 % of remuneration)		2156.02
	Total		23716.29
5.	Total for 110 Watch and Ward (Unarmed) for 1 Year		31305502.80
	GST 18%		5634990.50
	Total estimated expenditure for one year. (A)		36940493.30
6.	Bonus for 110 Security Personnel @8.33 % of yearly remuneration		2088394.30
	GST 18 %		375910.97
	Total Bonus for 110 Watch and Ward (Unarmed) with GST for one year. (B)		2464305.27
7.	Total Estimated expenditure for one year including Bonus & GST (A+B)		39404799

ii. Supervisor (Watch and Ward) (Total Posts =08) – Skilled Category

S.No.	Particulars	Rate per day (In INR)	Rate per Month (In INR)
1.	Salary (remuneration) –Skilled Category	804	20903
2.	ESI Employer Share (3.25 % of minimum wages)		679.34
3.	EPF (Charges @ 13% of Rs.15000)		1950
	Total		23532.34
4.	Service provider charges (Max. 10 % of remuneration)		2353.23
	Total		25885.57
5.	Total expenditure for 08 Supervisor (Watch and Ward) for 1 year		2485014.72
	GST 18%		447302.64
	Total estimated expenditure for one year. (A)		2932317.36
6.	Bonus for 08 Supervisor (Watch and Ward) @8.33 % of yearly remuneration		167157.36
	GST 18 %		30088.27
	Total Bonus for 08 Supervisor (Watch and Ward) with GST for one year. (B)		197245.3
7.	Total Estimated expenditure for one year including Bonus & GST (A+B)		3129563

Total Expenditure of hiring manpower for above mentioned post(s) is as under: -

Priority Wise Name of Post to be filled	Name of Posts	No. of Post of Be filled	Total Expenditure
1.	Watch and Ward (Unarmed)	110	39404799
2.	Supervisor (Watch and Ward)	08	3129563
			Rs.4,25,34,362/-

Expenditure will be incurred from Plan Head XL-IX-A(iii).

- Manpower Requirement at various Peripheral Health Units In CAMO(Shahdara South Zone) And CAMO (Shahdara North Zone) In Hospital Administration Department Of Unified Municipal Corporation Of Delhi (MCD).

Eligibility Criteria is given as under: -

S.N o.	Name of Posts	Qualification and Experience	Age Limits	Monthly Remuneration (Minimum Wages)
1.	Watch and Ward (Unarmed)	(i) 10 th Pass from a recognised Board / School. Desirable: Working knowledge of Hindi.	18-40 years. (Relaxation for Ex-servicemen upto maximum 10 years)	As per minimum wages for Semi-Skilled Category notified by Govt. of Delhi, from time to time.
2.	Supervisor (Watch and Ward)	(i) 12 th Pass from a recognised Board / School. Desirable:- Working knowledge of Hindi.	18-40 years. (Relaxation for Ex-servicemen upto maximum 10 years)	As per minimum wages for Skilled Category notified by Govt. of NCT of Delhi, from time to time.

***NOTE:** - Upto 30% of the personnel deployed should be women, however the requirement of Female Watch and Ward (Unarmed) only will be decided in consultation with Concerned MS(s) of Major Hospital / CAMOs of Zone, according to the requirements of the areas of the Hospitals / Health Units, in any case.

3. SCOPE OF WORK (RESPONSIBILITIES & DUTIES)

a. WATCH AND WARD (UNARMED)

- 1) He/She will wear proper uniform and display photo identity card provided by the manpower Agency/Firm, on its own cost (i.e. successful Bidder / Agency/Contractor/Firm).
- 2) He/She will not be found sleeping during duty hours. He/She will not found missing from the place of duty, for any reason whatsoever, without prior intimation to Incharge of Hospital / Health Unit.
- 3) The service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Hospital / Health Unit and Corporation. The Contractor shall be fully responsible for the conduct of the staff deployed by him. If any such person is found then he/she will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to the Incharge of Hospital / Health Unit.
- 4) The Watch and Ward (unarmed) is responsible for watch and ward of Hospital / Health Unit premises and grounds to prevent any case of fire, theft, vandalism, and illegal entry. He / She will assist staff in handling unruly visitors and patients, ensure plant safety and environmental conditions.
- 5) He / She will take tour of Hospital / Health Unit premises and grounds, examine doors, windows, and gates etc at regular intervals to ensure safety of them, as under:-
 - a. Check Hospital / Health Unit all doors on an hourly basis.
 - b. Check Parking lots at least five times in a shift.
- 6) He / She will question every unauthorized person politely for unauthorized entry in Hospital / Health Unit premises and inform Incharge of Hospital / Health Unit and Police Authority for assistance, if required, according to circumstance / situation.
- 7) He / She will activate fire signal to alert Hospital / Health Unit staff and patients in case of fire in the Hospital / Health Unit and assist the staff in extinguishing fire and evacuating patients.
- 8) He / She will patrol Hospital / Health Unit premise grounds to detect unauthorized persons or vehicles at regular intervals. Check vehicles and verify that any vehicle is not parked in restricted areas, such as fire zones, turnarounds, ambulance entrances and exits or reserved parking spaces.
- 9) He / She will check exterior lighting and access routes of fire tenders.
- 10) He / She will endeavor to identify any antisocial element in the crowd to avoid any undesirable situation such as arguments, noisy scenes, accidents or thefts etc in the Hospital / Health Unit premises.
- 11) He/She will exhibit polite behavior towards patients / attendants thereof as they are worried about the life and well-being of their dear ones.
- 12) Charter of duty and responsibility of all Watch and Ward staff posted at different locations should be documented and made known to all staff. They are expected to be proactive with main thrust towards prevention rather than action.
- 13) He/She should be unobtrusive yet effective in implementing the Health unit rules and regulations. He/she will gather information and prevent/ handle something wrong likely to happen, whenever/wherever in Hospital / Health Unit premises.
- 14) He/she will assist Hospital / Health Unit of Medical Officer In-charge in gathering information/intelligence through day-to-day close observation of the staff as well as the visitors, by review and analysis of the CCTV footage collected through the cameras.
- 15) He/she should possess a high suspicion index so he/she does not miss any unusual observation. Health Units can be soft targets for terrorist activities

such as bomb blasts, firing. Watch and Ward staff must be especially alert to avert such catastrophe.

- 16) There should be a documented policy about frisking the staff and visitors (under specified rare situations) at random or as and when required. The frisking, whenever carried out should be in proper enclosures and staff instructed meticulously to respect the privacy and dignity of people.
- 17) There should be a system of gate pass to check and control the entry/exit points of Hospital / Health Units premises, stores and equipments. The temporary out pass for equipments/stores should have a fixed validity of time leading to automatic check and enquiry about reasons for non-returning of items within the prescribed time limit.
- 18) He/She will control access to establishments, monitor and authorize the entrance or departure of employees and visitors, check identification.
- 19) He/She will respond to alarms, investigate disturbances and contact superiors, police or fire-fighters as appropriate.
- 20) Outsourced staff may have to perform rotational duties in shifts for round the clock duty on all days including Sundays and Holidays as per direction of Incharge of the Hospital / Health Unit. The timing of single shift duty will be specified by the Incharge of Hospital / Health Unit.
- 21) He/She will do any other work as assigned by the Medical Officer Incharge of Hospital / Health Unit and perform any task as directed by Higher Authority.

b. **SUPERVISOR (WATCH AND WARD) (DUTIES AND RESPONSIBILITIES)**

- 1) He/She will wear proper uniform and display photo identity card provided by the manpower agency/Firm, on its own cost (i.e. Successful Bidder / Agency/Contractor/Firm).
- 2) Supervise Watch and Ward of Hospital / Health Unit.
- 3) Maintain daily records of place of their deployment.
- 4) Assist the Watch and Ward.
- 5) Lead emergency response drills.
- 6) Perform investigations.
- 7) Conduct inspections for physical and safety hazards.
- 8) He/She will not be found sleeping during duty hours. He/She will not found missing from the place of duty, for any reason whatsoever, without prior intimation to Incharge of Hospital / Health Unit.
- 9) Prepare and conduct training for new hired and current staff including training on workplace searches for drug and alcohol procedures, and related safety and Watch and Ward topics.
- 10) Smoking / Drinking is strictly prohibited in Hospital Premises and if found indulged in such activities, he/she will be surrendered to Hiring Agency immediately.
- 11) The service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Hospital / Health Unit and Corporation. The Contractor shall be fully responsible for the conduct of his/her staff. Such person will have to be replaced by the Contractor at his own costs, risks and responsibilities immediately, with written intimation to the Incharge of Hospital / Health Unit.
- 12) Good communication skills.
- 13) Critical thinking skills.
- 14) Must be able to observe situations and make appropriate response.
- 15) Must be able to work with speed.
- 16) Must have supervisory experience of Watch and Ward.
- 17) Must have no criminal record.
- 18) Any other work as assigned by the Medical Officer Incharge of Hospital / Health Units and perform tasks as directed by Higher Authority.

4. **Bid duration** - 15 days from the Bid Opening Date(till 24:00 Hrs. IST)
5. **Bid life Cycle** (From Publish date) - 180 days.
6. **Bid offer validity** (From End date) - 180 days.
7. Time to be allowed to the seller for technical clarifications during technical evaluation- **2 days**.
8. **Average Annual turnover (for 03 years) (In lakhs)** (The Minimum average financial turnover of the bidder during the last three years, ending on 31st March 2023 (2020-21, 2021-22 & 2022-23) should be 50% of bid value i.e. Rs.2.13 Crores.- **(Proof / Copy of the same will be attached by the bidder/agency/firm /contractor).**

9. **Last 07 Years of past experience in any Govt. Hospital / Health Unit Required** (Bidder/Agency/Firm/Contractor should have past experience of last 07 years (i.e. years from 2016-17 to 2022-23) of providing manpower in any Central Govt./State Govt./PSU Hospital/ Autonomous Hospital/Health Unit **(Proof / Copy of the same will be attached by the bidder/agency/firm /contractor)**

10. **Past last 07 experience of similar services i.e. Govt. Hospital / Health Unit in any Central Govt./State Govt./PSU Hospital / Autonomous bodies :-**

- (a) 1 Project 80% of estimated value=3.41 Crores.
- (b) 2 Project 50% of estimated value = 2.13 Crores.
- (c) 3 Project 40% of estimated value = 1.71 Crores.

(Proof / Copy of the same will be attached by the bidder/agency/firm /contractor)

11. Documents required : YES

- a) Experience Criteria (in any Govt. Hospitals / Health Units in last 07 financial years in any Central Govt./State Govt. /PSU Hospital / Autonomous bodies)
- b) Bidder Turnover (for last 03 financial years).
- c) Past experience of similar services i.e. in any Govt. Hospital / Health Unit last 07 years in any Central Govt./State Govt. /PSU Hospital / Autonomous bodies.
- d) Certificate for Acceptance of Terms & Conditions.

12. **Criteria of Selection for final award if more than 1 bidder have quoted LI price "Run LI Selection" on Gem portal** (If two or more bidders will quote the same price for the tender).

13. **EMD** : - Exemption in depositing will be given to MSME vendor, as per rule.

14. **Performance Bank Guarantee (PBG)**- 5% of the final project cost.

15. The contract will be for one year from the commencement of the contract subject to satisfactory performance and on failure on this aspect, the MCD reserves the right to terminate the contract.
16. **Availability of Office of Service Provider:** Service Provider will provide the address of the Agency/Firm within in territory of Delhi within the period of 01 month of issuing of Work Order.
17. Bidders can also submit the EMD with Account Payee Demand Draft in favour of **Commissioner, Municipal Corporation of Delhi** payable at Delhi. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 05 days of Bid End date / Bid Opening date.
18. **Bidder financial standing:-** The bidder should not be under liquidation, Court receivership or similar proceedings, should not be bankrupt at the time of submission of bidding / tendering. Bidder has to upload requisite documents from Bank or Chartered Accountant (CA) to this effect with bid. **(Attach Copy).**
19. **Blacklist :-** The bidder / firm will submit a declaration on non judicial stamp paper of Rs. 100/- duly notarized that Bidder / Firm is not blacklisted / debarred from any Govt. / Semi-Govt./PSU/Autonomous Organization at the time of submission of bidding / tendering.
20. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC (Terms and conditions) and Corrigendum if any.
21. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST.
22. **Dedicated/toll Free Telephone No. for Service Support:** BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support. **(Attach Copy)**
23. **Escalation Matrix For Service Support:-** Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support. **(Attach Copy).**
24. **Option Clause:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to **25% (Percent)** at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
25. **Payment Of Salaries And Wages:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff. A Certificate payment of salary to manpower staff will be supplied by the manpower agency / firm at the time submitted bills of every month.
26. **Timely Release Salary by Agency / Firm :-** - The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which deductions shall be made by buyer. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law. The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of

previous month.

27. **Successful Bidder** can submit the Performance Service in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GEM GTC). DD should be made in favour of **Commissioner, Municipal Corporation of Delhi** payable at **Delhi**. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy of the original DD to the Buyer within 15 days of award of contract.

28. **The Service Provider** is required to have **at least 40 % of the required manpower of similar service** on service provider's payroll for previous financial one year. Necessary documents such as challan/return of EPF/ESI of such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid. **(challan/return of EPF/ESI for previous financial one year, attach copy)**

29. Agency will provide line management {**a team of Supervisor(s)** } which will operate 365 day / 24/7.

30. Ensure all necessary property inspections have been carried out.

31. Agency will provide walkie-talkie/instruments of audio communication to each Watch and Ward (Unarmed) and Supervisor (Watch and Ward) to ensure timely communication between them.

32. The Agency shall not engage any such sub-Agency or transfer the contract to any other person in any manner.

33. The Agency shall indemnify the Health units from on against all claims, damages, losses and expenses arising out of or resulting from the works/services under the contract provided by the Agency. In case of any loss caused due to theft / damage of any equipment / accessories / Assets within the premises of Hospital / Health Unit will be recovered from the monthly bill of the agency / firm for actual present value thereof.

34. All liabilities arising out of accident or death while on duty shall be borne by the Agency. Only physically fit personnel shall be deployed for duty.

35. Agency and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the property/areas of the health unit premises. The Agency shall be responsible to protect all properties and equipments of the health unit entrusted to it.

36. Supervisor (Watch and Ward) must organize surprise visits (during day and night) to check the alertness and attentiveness of the Watch and Ward (Unarmed) and Supervisor (Watch and Ward).

37. The Agency/Firm/Contractor/Bidder will be responsible for:

- (i) Maintaining of disciplines in queue formation wherever required.
- (ii) Control and manning of Gates leading to the Hospitals/Health Units, the Premises & Wards.
- (iii) General security and safety of movable and immovable assets within the premises.

38. The Concerned MS(s) of Hospitals / CAMO of Zones shall have right to have any person removed in case of patient/staff complaints or as decided by representative of the health units if the person is not performing the job satisfactorily or otherwise. The Agency shall have to arrange the suitable replacement in all such cases **within 24 hours positively**.
39. **The payment of minimum wages for category Unskilled, Semi-Skilled, Skilled and Highly Skilled** whichever is applicable will be subject to variation from time to time in wages as notified by Govt. of NCT of Delhi and in cases of statutory payment (ESI, PF and GST etc.) will be consider by the Competent Authority to the extent of actual on submission of claim will documentary proof accompanied by the relevant Govt. notification / orders.
40. The Antecedents of Watch and Ward (Unarmed) and Supervisor (Watch and Ward) personnel deployed shall be got verified by the manpower agency from the local police authorities and an undertaking in this regard is to be submitted to the Hospital Administration-HQ.
41. The Service Provider/Firm/Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.
42. The Service Provider, at all times, will ensure that the services being provided under this Contract/Agreement are performed strictly in accordance with all applicable laws, order, byelaws, regulations, notifications, guidelines, rules, standards, recommended practices etc. and no liability in this regard will be attached to the Buyer.
43. It will be ensured by manpower agency that each Watch and Ward (Unarmed) and Supervisor (Watch and Ward) personnel being deployed at Health Unit(s) is fully vaccinated against Corona, as per govt. guidelines.
44. An Evaluation Board having following members may be allowed to be constituted in case of Hospitals & peripherals Health Units separately as per **Table-'A'** given below to evaluate Technical Bids / Financial Bids / Selection of eligible manpower agency to provide manpower as per tender terms & conditions :-

Table – 'A' (Evaluation Board for Peripherals Health Units)

Sl.No.	Designation of Concerned Officer	Members
1.	DHA/DC(Health)	Chairman
2.	Addl.DHA(Primary Health)	Member
3.	DCA(Health)-HQ	Member
4.	ALO / JLO	Member
5.	ALWO / LWS	Member
6.	ADC(HA) / AC(HA)-HQ	Member
7.	AO(HA)-HQ	Member Secy.

45. Selection of eligible candidates will be done at Hospital level in case of Hospitals and Hospital Admn.-HQ level in case of peripherals Health Units, MCD by the Board constituting of following members as per **Table 'B'**, after verification of original documents / Eligibility Criteria / Qualification / Experience / Age Limits as mentioned in above for the specific post(s) of candidates provided by manpower agency:-

Table – B (Board for Peripherals Health Units)			
Sl.No.	Designation of Officer	Members	
1.	Addl.DHA(Primary Health)	Chairperson	
2.	Dy.DHA (HQ)-Primary Health	Member	
3.	ADC(HA) / AC(HA)-HQ	Member	
4.	AO(HA)-HQ	Member Secy.	

Selected/Eligible candidates / manpower as per eligibility criteria will be deployed after the obtaining approval of the Competent Authority i.e. **DHA/DC(Health)**, as per requirement of the Hospital / Health Unit.

46. Agency / Firms / Bidders are advised to study the Bid/tender documents carefully.
47. This initial period of 01 year may be extended further for one more year on mutual consent with the existing rates and Terms and Conditions subject to satisfactory performance.
48. The Bidder/Agency/Firm shall provide round the clock Watch and Ward Services in the Hospitals / Health Units premises.

49. The list of personnel to be deployed shall be made available to the Department and if any change is required on part of the Department, a fresh list shall be made available by the contractor before making any change. However, as far as possible, the list will not be frequently changed so that continuity in operation is maintained. It will be mandatory that induction training is given by the contractor to the personnel to be deployed.

50. **Upto 30% of the personnel deployed should be women**, however the requirement of female Watch and Ward (Unarmed) personnel will be decided in consultation with Concerned MS(s) of Hospitals and CAMOs of Zone and according to the requirements of the areas of the Hospitals / Health Units.

51. **Labour Laws:-**The Watch and Ward (Unarmed) and Supervisor (Watch and Ward) personnel deployed by the Contractor shall be the employees of the contractor. The Contractor shall abide by and comply with all relevant laws and statutory requirements covered under the Labour Laws, minimum wages, contract labour (Regulation & Abolition) Act 1970, EPF, ESI, Employees Compensation Act 1923, Bonus etc. in respect of the personnel engaged by the Contractor and for any lapse in this regard the Contractor shall be held accountable. The Contractor shall maintain registers required for recording the names of the personnel and their daily deployment sheet which shall be made available to the statutory authorities and departmental authorities on regular basis. The department shall also have a register for recording the names and details of personnel deployed on duty, and their attendance for coming in time and going out in time. The Contractor shall submitted a certificate by 07th Day of Every Month that Contractor has complied with all relevant Labour Laws need applicable thereto.

52. **Accident:-**All liabilities in respect of an accident or death or occupational hazards during/out of/in course of work shall be borne by the contractor.

53. **Performance and Supervisions:-**Adequate supervision will be provided to ensure up to mark performance of the said services in accordance with the prevailing assignment & instructions agreed upon between the two parties. In order to exercise effective control & supervision over the personnel deployed, the supervisory staff will be deployed round the clock by the Contractor in the Hospital / Health Units premises at the cost of Agency/Firm, who will be the nodal point of co-ordination on any issue related to numbers, place of deployment & nature of duties.

- a. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with the department.

b. Contractor and its personnel shall take proper and reasonable precautions to prevent any loss, destruction, waste or misuse of the areas of whose responsibility has been given to them by the department and shall not knowingly lead to any person or company in any of the areas for any activities whatsoever under its control.

c. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Patients/Attendants and should project an image of utmost discipline. The Department shall have right to recommend any person to be removed through contractor in case of patients/staff complaints or as performing the job unsatisfactorily. The contractor shall have to arrange the suitable replacement in all such cases immediately failing which 10% of the contractual amount will be deducted from the monthly bill in each occasion in the interest of general public/MCD. In case of any public complaint is received attributable to any unlawful activities including under the effluence of liquor, smoking or intoxication, misconduct /misbehavior of contractor's personnel, the person will be removed by the contractor immediately and will not be re-employed in future by the contractor in any of the Hospital / Health Unit in Municipal Corporation, failing which, 10% of the contractual amount will be deducted from the monthly bill on each occasion in the interest of general public.

54. The Watch and Ward (Unarmed) and Supervisor (Watch and Ward) staff shall not accept any tip/Bakshish or demand any gratitude or reward in any manner from the patient or his/her relatives including general public/staff under the terms of their employment agreement with the Contractor the personnel engaged under the contract shall not do any professional or other work for reward or otherwise either directly or indirectly.

55. The Concerned MS(s) of Hospital / CAMOs of Zone shall have the right, to have any person removed who is considered undesirable or otherwise.

56. The Agency/Firm/Bidder shall get Watch and Ward personnel screened for visual, hearing, gross physical defects, contagious diseases, criminal records, police verification and will provide a certificate to this effect for each personnel deployed. Health Unit/Hospital will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.

57. Shift Duty: -

- 1.1. There will be fixed hours of shift duties and total numbers of shifts in a day will be three. The duty hours will be decided in consultation with the Concerned MS(s) of Hospital / CAMOs of Zone and should be in compliance with the Labour Laws. The timings of the shift may be different at different places of posting of Watch and Ward (Unarmed) personnel.
- 1.2. During their tenure each and every Watch and Ward (Unarmed) personnel will be allowed weekly rest as per the Labour Laws.
- 1.3. None of the duty personnel is allowed to do double shift duty under any circumstances

58. **Familiarization:-**The Contractor in consultation with Department will give basic familiarization under the contract for 02-03 days about the duties to be performed by the Watch and Ward Worker and their desirable behavior with the public and the patients in particular and this period 02-03 days will not be counted as shift manned by Contractor's personnel for the payment under the contract.

59. **Confidentiality:-** The Agency/Firm/Bidder shall ensure that its personnel shall not at any time divulge or make known any trust, accounts matter or transaction

undertaken or handled by the Department and shall not disclose any information about the affairs of Department.

- 1.1. The Agency/Firm/Bidder/Contractor shall not, either during the terms or after expiry of this Contract disclose any proprietary or confidential information related to the services /contract and/or Department's business/operations, information, application /software, hardware, business data designs and other information/documents without the prior written consent of the Department.
- 1.2. The Agency/Firm/Bidder shall execute a Non Disclosure Agreement (NDA) in favour of the Department.
- 1.3. The Agency/Firm/Bidder shall be liable to fully compensate the Department for any loss of revenue arising from breach of confidentiality. The department reserves the right to adopt legal proceedings, civil or criminal, against the Agency/Firm/Bidder in relation to the dispute arising out of breach of obligation by the Contractor under the clause.

60. **Any liability arising out of any litigation** (including those in consumer courts) due to any act of Agency/Firm/Bidder's personnel shall be directly borne by the Agency/Firm/Bidder including all expenses/fines. The Agency /Firm/Bidder's personnel shall attend the court as and when required. In case of any dispute between the Buyer (MCD) and Seller (Firm / Agency / Contractor), the jurisdiction of the Court will be Delhi Only.

61. **Union Activities:-** The Watch and Ward Worker engaged by the contractor shall not take part in any staff union and association activities while on duty in the premises of the department. The contractor/ agency will not allow or permit his/ their employees to participate in any trade union activities or agitation in the premises of the hospital / health unit. In case of any legal implications arising due to contract, Agency will be solely responsible and shall bear all the expenses to settle up the dispute.

62. **Discontinue Contract Period :** - This contract can be cancelled by MCD at anytime, during the operation period, by giving one month notice in advance, in writing for any reason whatsoever.

63. **Deduction :** -

Deductions can be imposed by the Buyer for the following:-

S.No.	Description	Deductions		
		1st Instance	2nd Instance	3rd Instance
1.	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, 1 day wages of the resources which are not deployed, per day. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) from the monthly bill of contractor /firm/ agency/EMD/PBG.		
2.	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) from		

		the monthly bill of contractor /firm/ agency/ EMD/PBG and legal action against the Service Provider depending on the gravity of the act		
3.	If the employee is found responsible for any theft, loss of material/ articles and damages	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the Buyer. Replacement of employee within 2 days.	Payment in actuals, equivalent to the value of the article theft/ lost/ damaged within the period prescribed by the buyer. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) from the monthly bill of contractor /firm/ agency/ EMD/PBG
4.	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to Service Provider depending on the gravity of the act	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) from the monthly bill of contractor /firm/ agency/ EMD/PBG
5.	If the employee is absent or takes leave for more than 2 days without informing buyer or taking prior approval without substitute being provided by the service provider.	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 1day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) from the monthly bill of contractor /firm/ agency/ EMD/PBG	Substitute within 2 days of intimation from buyer failing which, up to 15 days, 2 day wages of absent resource/s per day. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) from the monthly bill of contractor /firm/ agency/ EMD/PBG	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) from the monthly bill of contractor /firm/ agency/ EMD/PBG
6.	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) from the monthly bill of contractor /firm/ agency/ EMD/PBG	
7.	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day per resource, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day per resource, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) from the monthly bill of contractor /firm/ agency/ EMD/PBG

64. Antecedent Verification: -Before actually deploying the Watch and Ward (unnamed) and Supervisor (Watch and Ward) the contractor shall inform the department in writing that the antecedents of the personnel to be deployed have been verified for having no criminal record and further the copies of the police verification will be submitted. The contractor shall also provide to the department curriculum Vitae (CV) of the personnel to be deployed. The CV will contain such information as name, age, parentage, permanent/present residential address, marital status and UIDAI etc.

65. Uniform and Dress:-The personnel engaged by the contractor shall be dressed in neat and clean uniform with proper name badges, failing which a penalty of Rs. 500/- for each occasion per person will be imposed on the contractor, Habitual offenders in this regard shall be withdrawn from the deployment. The penalty on this account shall be deducted from the contractor's monthly bills (while quoting the financial bid, the contractor is advised to properly factor in the cost towards the uniform & dress. Contractor/Agency/Firm/Bidder will give an undertaking that Uniform with proper name badges will be provided to each contractual employee deployed by the Agency/firm at Hospital / Health Unit(s). Cost of uniform / badge etc will be borne by Agency / Firm / Bidder / Contractor. Washing & maintenance of these uniforms and protective covers will not be borne by the Hospitals / Health Unit.

66. Discipline and Courtesy: - The personnel engaged have to be courteous with pleasant mannerism in their dealing with the department officials, patients and members of public and should project an image of utmost discipline. The department shall have right to have any person removed in case of complaints from hospital staff or as decided by representative of the department if the person is not performing the job satisfactorily or otherwise. The contractor shall have to arrange suitable replacement in all such cases.

67. Illegal activities:- Any personnel engaged by the agency, if found indulging in illegal activities, is liable to be handed over to the police and/or any punitive action deemed fit will be taken against the agency.

68. Supervision:- The agency shall nominate any Officer for monitoring outsourced staff provided by agency round the clock at the cost of firm. No extra financial liability for the same will be borne by the Municipal Corporation of Delhi.

69. Deployed of Staff by Agency/Firm: - The contractor shall deploy only such adult workers who are physically and mentally fit and a general medical certificate to that effect should be enclosed with the bio-data of the worker at the time of commencement of contract and deployment of the persons. The service provider shall ensure the Health and Safety measures of the employees and it shall alone be fully responsible for well-being, safety, security and insurance of their personnel. The institute shall not be liable for any damage and/or compensation payable to any worker of contractor or to the contractor in case of any fatal injury/death caused to or by any man power while performing/discharging their duties or otherwise, the contractor shall indemnify Hospital / Health Unit for all such damages, compensation and expenses whatsoever in respect thereof or in relation thereto.

70. Undertaking: - The service provider/contractor shall not make any unauthorized deductions from the wages of the contract labour and provide below undertaking: "The Service Provider hereby undertakes not to charge any money/fees/ deductions in whatever manner, name or form, or take any monetary/non-monetary considerations, or make any unlawful deductions from the compensation/salary of the manpower/employees /resources engaged by it and, to be deployed at the Buyer's site. The Service Provider further agrees that it will not indulge in any unethical practices and acknowledges that any non-

compliance of the aforesaid undertaking will be treated as a material breach of the Contract, in which case the Buyer and GeM shall have the right to take appropriate independent actions including termination of the Contract and actions as per GeM Incident Management Policy."

71. The duties and responsibilities of the manpower deployed by the agency/firm are as per the job profile of Hospital / Health Unit.
72. Bidders are required to furnish Bid Security (also known as Earnest Money) of an amount equal to **2%** of work value in favor of "**Commissioner, Municipal Corporation of Delhi**".
73. Exemption in depositing will be given to MSME vendor, as per rule.
74. The bidder should have undertaken any one of the following works during the last 07 financial years duly certified by the registered Chartered Accountant of any Central/State Govt. Org./PSU/Public Listed Company.
 - (a) One single order of manpower (**providing similar services to Hospitals / Health Units in any Central Govt./State Govt. /PSU Hospital / Autonomous bodies**) supply not less than Rs.3.41 Crores (@ 80% of bid value).
 - (b) Two orders of manpower (**of providing similar services to Hospitals / Health Units in any Central Govt./State Govt. /PSU Hospital / Autonomous bodies**) supply not less than Rs.2.13 Crores @ 50% of bid value).
 - (c) Three orders of manpower (**of providing similar services to Hospitals / Health Units in any Central Govt./State Govt. /PSU Hospital / Autonomous bodies**) supply not less than Rs. 1.71 Crores(@ 40% of bid value).
75. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity latest on or before the 30th day after the award of the contract.
76. **Contract Agreement** : - Successful Bidder / Firm / Agency / Contractor will sign a contract agreement With Municipal Corporation of Delhi for the services to be rendered by the Firm / Agency / Bidder on Non-Judicial Stamp Paper of Rs. 100/- within 15 days of issue of work order.
77. Agency / Firm / Service Provider shall have appropriate insurance cover for its personnel for personal accident and death whilst performing the duty and the MCD shall own no liability and obligation in this regard.
78. The working hours and days of the outsourced employees will be as per the existing applicable rules. However, they must work on extended hours and/or holidays, if necessary and required based on demand of work.
79. The contract will be for 01 year from the commencement of the contract subject to satisfactory performance and on failure on this aspect, the MCD reserves the right to terminate the contract.
80. Prices quoted shall be fixed during the period of the contract including any extended period and not subject to verification on any account except in cases of minimum wages as notified by Govt. of NCT of Delhi from time to time and statutory payments (ESI, PF, GST etc. which will be considered by the competent authority to the extent of actual, on submission of claim with documentary proof accompanied by the relevant Govt. Notification/Orders.

81. The MCD reserves authority in the event of any increase-decrease in the requirement of man-power subject to the maximum number of posts under contract and may direct the contractor accordingly and the contractor is bound to provide man power as per the changed requirement and he shall be paid proportionately for the changed requirement.
82. The Commissioner, MCD reserves the right to terminate the contract at any time, before the expiry of one year, by giving one month notice. However the Service Provider needs to give 03 months' notice in case of premature termination of contract to let the hospital arrange for replacement of the contractual staff. During the notice period, both the parties will maintain the status quo.
83. Such undertaking that he/she has not secured the employment through corrupt practices should be obtained from all the outsourced staff.
84. The service provider shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deployed should bear good moral character. The contractor shall engage only such workers whose antecedents have been thoroughly verified, including character and police verification and other formalities.
85. I/card with name of the post and prescribed dress of Watch and Ward (Unarmed) and Supervisor (Watch and Ward) will be provided by manpower Agency / Firm / Contractor / Bidder.
86. The contractor shall provide man power strictly as per the eligibility criteria and guidelines of MCD alongwith terms and conditions as above mentioned posts.
87. Contractual staff shall be paid the wages strictly as per attendance marked by them in attendance register kept and maintained by Nodal Officer designated by Head of Health Intuition Concerned. Attendance should be duly verified by Concerned Medical Officer Incharge of the Hospital / Health Unit.
88. Outsourced staff may have to perform rotational duties in shifts for round the clock duty on all days including Sundays and Holidays as per direction of Higher Authority of the MCD. The timing of single shift duty will be specified by the MCD.
89. The contractor will be responsible for such conduct of the persons engaged, which will be conducive for maintaining the harmonious atmosphere and will be responsible for any undesired acts and omissions of such persons. If any person is found to be undisciplined or not performing duty properly in the opinion of the Concerned Medical Officer Incharge of the Hospital / Health Unit, he/she is liable to be removed and replaced by a suitable person immediately i.e. within 24 hours positively.
90. The service provider shall ensure the Health and Safety measures of the hired staff and it shall be alone fully responsible for well being, safety, security and insurance of their personnel.
91. Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse the areas of responsibility given to them by the MCD and shall not knowingly lend to any person or company any of the effects or assets of the MCD under its control.
92. In the event of loss/damage of equipments etc. at the premises of the

MCD due to negligence/carelessness of Contractor staff, the Contractor shall compensate the loss to MCD apart from removal of the responsible person.

- 93. Documents Comprising the Bids:** The Bid prepared by the bidder shall comprise the documents mentioned in the check list.

CHECK LIST OF ELIGIBLE AGENCY/FIRM/BIDDER/CONTRACTOR

S.No.	Attributes about the documents	Document Submitted (Yes / No)	Number of page at which the document is made available
1.	EMD @ 2% of Bid Amount		
2.	Documentary proof of registration under Labour Act 1970		
3.	Turnover of the firm (in Lakh Rs) – for last 03 years.		
4.	Year of experiences (last 07 years experience required in similar services of providing similar services to Hospitals / Health Units) in any Central Govt./State Govt./PSU Hospital / Autonomous bodies.		
5.	Forwarding letter accepting the Terms and Conditions and Additional Terms & Conditions (Terms and Conditions)		
6.	Past 07 financial years of experience of providing similar services to Hospitals / Health Units in any Central Govt./State Govt. /PSU Hospital / Autonomous bodies - (a) One single order of manpower (providing similar services to Hospitals / Health Units in any Central Govt./State Govt. /PSU Hospital / Autonomous bodies) supply not less than Rs.3.41 Crores (@ 80% of bid value). (b) Two orders of manpower (of providing similar services to Hospitals / Health Units in any Central Govt./State Govt. /PSU Hospital / Autonomous bodies) supply not less than Rs.2.13 Crores @ 50% of bid value). (c) Three orders of manpower (of providing similar services to Hospitals / Health Units in any Central Govt./State Govt. /PSU Hospital / Autonomous bodies) supply not less than Rs. 1.71 Crores(@ 40% of bid value).		
7.	Total No. of employee 40% on their payroll of similar service for previous financial one year (challan/return of EPF/ESI for previous financial one year, attach copy). (50 Employees)		
8.	Dedicated / Toll free Telephone number for service support.		
9.	Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.		
10.	Acceptance of Payment of Salary and Wages Clause & Option clause for increase and decrease manpower at the time of placing order and increase 25% manpower during the contract.		
11.	Documentary proof of performance certificate for the last three years with copy of contract/agreement with valid extensions and satisfactory completion		
12.	Documentary proof in form of ESI/EPF return for the previous financial 01 year as filled by the bidder/agency/firm as proof of manpower in their role		

13.	Documentary proof of EPF registration & Code number		
14.	Documentary proof of ESIC registration & Code Number		
15.	Documentary proof of Service tax registration & latest tax return clearance certificate		
16.	Documentary proof of PAN number of firm/agency /proprietor		
17.	Documentary proof of TAN number of firm/agency /proprietor		
18.	Documentary proof of Registration in Labour department		
19.	Non blacklisting/debaring and other declaration on non judicial stamp paper duly attested at the time of submission bidding / tendering.		
20.	Documentary proof of imparting training to the staff on regular basis as per NIT clause		
21.	Documentary proof and declaration proprietorship/partnership/Private limited or limited firm as per NIT		
22.	Documentary proof of written special power of attorney		
23.	Declaration of not having an agent/middle men/intermediary on letter head		
24.	Declaration for not have been facing any criminal charges at time of submission of bid.		
25.	Documentary proof of ISO Certificate		
26.	Documentary proof of last 03 financial years certificate of Income Tax Return		

This issues with the approval of prior Competent Authority, Municipal Corporation of Delhi.


Admn. Officer(HA)-HQ
 Hospital Admn. Deptt. (MCD)

Director(IT)/MCD:- with the request to upload the tender information on MCD Website.