



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

## ***BIDDING DOCUMENTS***

***FOR***

***Integrated Facility Management Services in 41 Multi / Super  
Specialty Hospitals across West Bengal in 4 packages***

**Bid Reference No.: WBMSCL/NIT-14/2016**

**Dated - 03.03.2016**

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

*from eligible bidders for providing Integrated Facility Management Services in 41 Multi / Super Specialty Hospitals across West Bengal*

Issued by:

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

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



033-4044 0400,



033-4044 0400 Email ID - [info@wbmsc.gov.in](mailto:info@wbmsc.gov.in)

**Bid Reference No.: WBMSCL/NIT-14/2016**

**Dated - 03.03.2016**

**Introduction: -**

1. The Health & Family Welfare Department (H&FWD), Government of West Bengal, has taken an initiative to make positive change in the health sector in West Bengal. Towards this goal, the H&FWD has set up 41 (forty-one) Multi / Super Specialty Hospitals across the State of West Bengal. West Bengal Medical Services Corporation Ltd. (for short "WBMSCL" or the "Corporation"), having its office at Swasthya Sathi, GN - 29, Sector - V, Salt Lake, Kolkata- 700091, (for short "the Swasthya Sathi Building") has been entrusted to manage housekeeping services in the 41 Multi/ Super Specialty Hospitals and it has been decided to outsource the entire job of such facility services to a reputed and competent agency / agencies to be selected through a transparent and competitive bidding process.
2. In order to ensure operational efficiency and effective administrative supervision, it has been decided that the 41 hospitals will be grouped into 4 packages on the basis of geographical location of the hospitals and bids are being invited in respect of each package separately. The Corporation thus hereby invites bids from eligible and qualified Indian bidders through 'e-tendering' for providing integrated facility management services, which shall include Security Services and Housekeeping Services in 41 Multi / Super Specialty Hospitals across West Bengal as shown in the table below in 2-BID SYSTEM and as described in detail in the Scope of Services in the

Schedule of Requirements. However, at the time of commencement of the integrated facility management services, the Selected Bidder/ Service Provider may not be required to render all the Services at all the facilities at a go and Services may be commenced in a particular facility and/or site in phases.

3. Bidders are informed that the 41 multi/ super speciality hospitals are in different stages of construction. Some of the multi / super speciality hospitals have already been constructed, some are in advanced stage of construction and some are yet to be completed. As and when various parts of the construction of multi / super speciality hospitals will be completed and such parts of the facilities will be ready for use, the Corporation shall issue letter requiring the Selected Bidder to deploy additional personnel, for such additional floor space in the facility in such manner as may be required. Such letter(s) shall form a part of the Service Agreement executed between the Corporation and the Selected Bidder. Bidders are further informed that even after completion of the construction of the multi/ super speciality hospital, it may not be possible to start full operation of all the facilities / services in the multi/ super speciality hospitals. The Corporation, may therefore, direct the Selected Bidder to commence providing services in a particular facility / site in various phases thereby deploying required personnel in phased manner. The floor space of the hospitals will be gradually enhanced with addition of constructed floor space of the hospitals, over which the Service Provider shall be getting paid at the same rate quoted in the Financial Bid.
4. The divisions of the 4 packages are provided below :

**PACKAGE WISE LIST OF SUPER SPECIALITY HOSPITALS**

Serial	Scheme Description	District	No. of Beds	Area (sft) <sup>1</sup>	Package
1	Super Speciality Hospital at Falakata	Alipurduar	300	98896	A
2	Super Speciality Hospital at Balurghat	Dakshin Dinajpur	500	160000	A
3	Super Speciality	Dakshin Dinajpur	300	119608	A

<sup>1</sup> Square feet measurements provided in the Bidding Documents correspond to super built-up area. Carpet area of the facilities may be accordingly calculated by the intending bidders, in accordance to industry practices.

	Hospital at Gangarampur				
4	Super Speciality Hospital at, Jalpaiguri	Jalpaiguri	500	160000	A
5	Super Speciality Hospital at Mal (Dooars)	Jalpaiguri	300	80000	A
6	Super Speciality Hospital at Chanchal	Malda	300	80000	A
7	Super Speciality Hospital at Raiganj	Uttar Dinajpur	500	160000	A
8	Super Speciality Hospital at Islampur	Uttar Dinajpur	300	103845	A
			<b>3000</b>	<b>962349</b>	
9	Super Speciality Hospital at Chatna	Bankura	300	85758	B
10	Super Speciality Hospital at Onda	Bankura	300	85758	B
11	Super Speciality Hospital at Bajora	Bankura	300	80000	B
12	Super Speciality Hospital at Bishnupur	Bankura	300	80000	B
13	Super Speciality Hospital at Salboni	Paschim Medinipur	300	80000	B
14	Super Speciality Hospital at Debra	Paschim Medinipur	300	80000	B
15	Super Speciality Hospital at Ghatal	Paschim Medinipur	300	80000	B
16	Super Speciality Hospital at Jhargram	Paschim Medinipur	300	80000	B
17	Super Speciality Hospital at Nayagram (II)	Paschim Medinipur	300	80000	B
18	Super Speciality Hospital at Gopiballavpur	Paschim Medinipur	300	80000	B
19	Super Speciality Hospital at Purulia	Purulia	500	157472	B
20	Super Speciality Hospital at Raghunathpur	Purulia	300	80000	B
			<b>3800</b>	<b>1048988</b>	
21	Super Speciality Hospital at Sagardighi	Murshidabad	300	80000	C
22	Super Speciality Hospital at Jangipur	Murshidabad	300	80000	C
23	Super Speciality Hospital at Domkal	Murshidabad	300	80000	C
24	Super Speciality Hospital at Suri	Birbhum	500	160000	C

25	Super Speciality Hospital at Bolpur	Birbhum	300	80000	C
26	Super Speciality Hospital at Rampurhat	Birbhum	300	80000	C
27	Super Speciality Hospital at Asansol	Burdwan	300	80000	C
28	Super Speciality Hospital at Kalna	Burdwan	300	80000	C
29	Super Speciality Hospital at Serampore	Hooghly	500	80000	C
30	Super Speciality Hospital at Arambagh	Hooghly	300	80000	C
			<b>3400</b>	<b>880000</b>	
31	Super Speciality Hospital at Nandigram*	Purba Medinipur	300	80000	D
32	Super Speciality Hospital at Egra	Purba Medinipur	300	80000	D
33	Super Speciality Hospital at Panskura	Purba Medinipur	300	80000	D
34	Super Speciality Hospital at Uluberia	Howrah	300	80000	D
35	Super Speciality Hospital at Basirhat	North 24 Parganas	300	80000	D
36	Super Speciality Hospital at Bangaon	North 24 Parganas	300	80000	D
37	Super Speciality Hospital at MR Bangur	South 24 Parganas	500	160000	D
38	Super Speciality Hospital at Kakdwip	South 24 Parganas	300	80000	D
39	Super Speciality Hospital at Metiaburuz	South 24 Parganas	300	80000	D
40	Super Speciality Hospital at Baruipur	South 24 Parganas	300	80000	D
41	Super Speciality Hospital at Diamond Harbour	South 24 Parganas	300	80000	D
			<b>3500</b>	<b>960000</b>	
		<b>Grand Total</b>		<b>3851337</b>	

5. Intending bidders may download the tender documents from the websites [www.wbmsc.gov.in](http://www.wbmsc.gov.in), [www.wbhealth.gov.in](http://www.wbhealth.gov.in) and <https://wbtenders.gov.in>.
6. Earnest Money Deposit (EMD)/ Bid Security of Rs. 20,00,000/- (Rupees Twenty Lakhs only) is to be paid by intending bidders by way of Bank Guarantee, having a validity period of 120 days from the last date of submission of bid, issued by any scheduled bank in favour of "West Bengal Medical Services Corporation Limited"

payable at Kolkata. The original Bid Security Bank Guarantee is to be submitted physically at the office of WBMSCL in a sealed cover within the prescribed date and time as stated in Sl. No. 15 of this e-NIT. A scanned copy of the Bank Guarantee towards payment of Bid Security may be uploaded with other documents. The Bid Security Bank Guarantee of the Selected Bidder will be returned duly discharged to the Selected Bidder on execution of the Service Agreement and on receipt of Performance Security as per terms of this e-NIT. The Bid Security Bank Guarantee of unsuccessful bidders will be returned duly discharged within 15 days after execution of the Service Agreement with the Selected Bidder, on demand being made by the unsuccessful bidder by a letter in writing to the Corporation.

7. Technical Bid and Financial Bid must be submitted concurrently within the date and time stated in Sl. No. 15 of the e-NIT. All documents submitted by bidders should be properly indexed and digitally signed. Both Technical Bid and Financial Bid, duly digitally signed are to be uploaded in their respective folders viz., technical (statutory & non-statutory) folder and financial folder simultaneously in the website <https://wbtenders.gov.in>.
8. Financial Bids will be considered only if the Technical Bid (both statutory and non-statutory) of a bidder is found qualified by the Tender Evaluation Committee. The decision of the Tender Evaluation Committee will be final and binding in this respect. The list of responsive / technically qualified and non-responsive bidders will be uploaded in the website and also in the Notice Board at the office of WBMSCL.
9. Eligibility criteria for participation
  - (i) All bidders shall have to meet the minimum eligibility criteria in respect of both of the following:
    - (a) Financial Capacity;
    - (b) Technical Capability including Experience/Credentials.
  - (ii) The eligibility of a bidder will be ascertained on the basis of the digitally signed documents submitted in support of the eligibility criteria as mentioned in (a) and (b) above. If any document submitted by a bidder is found at any stage to be manufactured, false or untrue in any material respect, the bid of such bidder will be rejected outright without any prejudice to any right of

WBMSCL, including to forfeit the EMD/ Bid Security or invoke the Performance Security.

- (iii) Financial capacity requirement is as follows: -
  - (a) A bidder must have an average annual turnover of at least Rs. 100 Crores in the last 3 (three) financial years, viz. 2012-2013, 2013-2014 and 2014-2015.
- (iv) Technical capacity requirements are as follows: -
  - (a) The bidder must be a company limited by shares (private or public) or a partnership firm including a limited liability partnership, registered under the appropriate laws of India;
  - (b) A bidder must produce records satisfactorily evidencing supply of manpower, for a minimum period of 180 days, of at least 50 in number to a minimum of 5 (five) organisations in India deployed at a single site/ office of each organisation, for carrying out either security services or housekeeping services or both, out of which 2 (two) shall be hospitals/ health care facilities, within the last 3 (three) financial years;
  - (c) The bidder must furnish an undertaking that the bidder has not been barred/ blacklisted by the Government of India or Government of West Bengal or any of its Departments from participating in any project which continues as on the date of bid submission.
  - (d) The bidder must have a valid license under The Contract Labour (Regulation & Abolition) Act, 1970 and registration under the Employees State Insurance Act, 1948.
  - (e) The bidder must have a valid registration of Employees Provident Funds Organisation (EPFO).
  - (f) The bidder must have a valid PAN and TAN.
  - (g) The bidder must have valid Service Tax registration.
  - (h) The bidder must have valid license for providing pest control under the Insecticide Rules, 1971
  - (i) The bidder must have valid license under The Private Security Agencies Regulation Act, 2005.

10. Bidder(s) may submit bids for either 1 or 2 packages. Joint bids or consortium bids will not be entertained. A bidder will not be allowed to participate in more than 2



packages. If any bidder participates in more than 2 packages, the bidder will be disqualified and its bids against all packages will be liable, to be rejected.

11. The tender inviting and accepting authority will determine the eligibility of each bidder on the basis of the Technical Bid submitted by the bidder.
12. Bids are to remain valid for a period not less than 120 days after the last date for bid submission as specified in Sl. No. 15 of this e-NIT. Bids valid for a shorter period shall be rejected as non-responsive.
13. Financial Bid will be the rate quoted by the bidder (in INR) on a per square foot of carpet area per month basis for providing the Services mentioned in the Scope of Services of the Schedule of Requirements, which shall be exclusive of all rates, levies and taxes. There shall be no other sum payable on any head to the bidder other than the bills based on the rate quoted in the Financial Bid, subject to the provisions of Sl. 14 of the e-NIT.
14. Monthly Contract Fee payable to the Selected Bidder/ Service Provider shall be made by the Corporation, after making appropriate deduction such as TDS and other statutory deductions. Service Tax and other applicable rates and cesses, will be claimed in its bill / invoice by the Service Provider and will be disbursed accordingly by the Corporation.
15. Important Information Date & Time Schedule:

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1.	Publication of Bidding Documents	03/03/2016
2.	Pre-bid meeting	14/03/2016 at 12:00 hrs.
3.	Last date and time for seeking clarifications through e.mail	16/03/2016 upto 17:00 hrs.
4.	Bid submission start date (online)	18/03/2016 at 11:00 hrs.
5.	Bid submission closing (online)	29/03/2016 upto 14:00 hrs.
6.	Last date and time of submission of Bid Security and physical copy of the	31/03/2016 upto 14:00 hrs.

	uploaded Technical Bid (offline)	
7.	Date and time of opening of Technical Bids	31/03/2016 after 15:00 hrs.
8.	Technical Bid evaluation	After opening of Technical bids on 31/03/2016
9.	Uploading list of responsive/ non-responsive bidders	To be notified later
10.	Financial Bid opening	To be notified later
11.	Issue of Notification of Award	To be notified later

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

hearing to the Selected Bidder), without any prejudice to any rights of the Corporation.

22. The Corporation reserves the right to cancel the tender process at any time without assigning any reason whatsoever, and without entertaining any claim in this respect. At any time prior to the deadline for submission of bids, or extension, if any, the Corporation may amend the Bidding Documents by issuing addenda/ corrigenda. In order to give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids or for other causes and considerations, the Corporation may also, at its discretion, extend the time for the submission of bids.
23. The EMD/ Bid Security will be forfeited/ invoked in the following events: -
  - (a) If a bidder withdraws its bid during the period of bid validity, except as provided in ITB 16.2;
  - (b) If a bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1;
  - (c) If the bidder is declared disqualified in terms of ITB 4.3;
  - (d) If the Selected Bidder fails to:
    - i) sign the Agreement in accordance with ITB 36.1;
    - ii) furnish a Performance Security in accordance with ITB 37.1; or
  - (e) If a bidder is otherwise in breach of the terms of the Bidding Documents.
24. Where an individual holds a Digital Signature Certificate in his own name duly issued to him in respect of a bidder of which he is a director/ principal officer, such person shall, while uploading any bid for and on behalf of the bidder, upload a copy of the Power of Attorney/ Board Resolution authorizing him to act on behalf of the bidder.
25. All bidders must upload all records, data and documents on which they wish to rely in support of their Technical Bid. Unless for reasons to the satisfaction of the Corporation, bidders will not be allowed to supplement data and documents submitted online, with additional data and documents, during tender evaluation.

## SECTION - II

### INSTRUCTIONS TO BIDDERS (ITB)

#### A. General

1. Scope of Bid
  - 1.1 In connection with the Notice Inviting e-Tender from eligible bidders for providing Integrated Facility Management Services in 41 Multi / Super Specialty Hospitals across West Bengal, the Corporation having its office at Swasthya Sathi, GN - 29, Sector-V, Bidhan Nagar, Kolkata - 700 064, issues the Bidding Documents for selection of the Service Provider for providing Integrated Facility Management Services at 41 Multi / Super Specialty Hospitals across West Bengal in 4 packages.  
The tender is invited online and submission of bids will also be online as detailed in the e-NIT.
  - 1.2 Throughout the Bidding Documents:
    - (a) the term "in writing" means communicated in written form and delivered against receipt;
    - (b) the terms 'bid' and 'tender' and their derivatives (bidder/tender, bid/tender, bidding/tendering, etc.) are synonymous.
    - (c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
    - (d) "day" means calendar day.
2. General guidance for e-tendering
  - 2.1 Registration of bidder  
Any bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the State Government e-procurement system at

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

## 2.2 Digital Signature Certificate (DSC)

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

Bidders can search and download the e-NIT and Bidding Documents electronically once it logs on to the website mentioned in Sl. No. 5 of the e-NIT. This is the only mode of collection of Bidding Documents.

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

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

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

## 3. Corrupt Practices

3.1 The Corporation requires that bidders observe the highest standard of ethics during the bidding process

and during execution of such contract. In pursuance of this policy, the Corporation:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice"/"bribery" means the offering, giving receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party or influencing the process procuring goods or services or executing contracts;
  - (ii) "fraudulent practice"/"fraud" means any act or omission, including a misrepresentation of information or facts, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation or to influence the process procuring goods or services or executing contracts, to the detriment of the Corporation or other participants;
  - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party or designed to result in bids at artificial prices that are not competitive;
  - (v) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair

competition in the bidding process.

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

- 4. Eligible Bidders
  - 4.1 Bidders shall have to meet the following eligibility criteria for qualifying for being considered for a single package :
    - (a) A bidder shall be a single company limited by shares (private or public)/ partnership firm

including a limited liability partnership firm registered under the appropriate laws of India. Joint bids in a consortium will not be entertained;

- (b) A bidder must produce records satisfactorily evidencing supply of manpower for a minimum period of 180 days, of at least 50 in number to a minimum of 5 (five) organisations in India deployed at a single site/ office of organisation, for carrying out either security services or housekeeping services or both, out of which 2 (two) shall be hospitals/ health care facilities, within the last 3 (three) financial years;
- (c) A bidder must have an average annual turnover of at least Rs. 100 crores in the last 3 (three) financial years, viz. 2012-2013, 2013-2014 and 2014-2015;
- (d) The bidder has not been barred by the Government of India or Government of West Bengal or any of its departments for participation in any bidding process and the same subsists on the day of submission of the bid.

4.2 A bidder shall have to furnish the following documents:

- (a) Copy of PAN Card;
- (b) Copy of letter recording issue of TAN;
- (c) Copy of Income Tax Returns for the financial years 2012-2013, 2013-2014 and 2014-2015;
- (d) Copy of documents of incorporation (i.e. Certificate of Incorporation and Memorandum and Articles of Association for companies and Partnership Deed for partnership firms);



- (e) Audited Annual Accounts for the financial years 2012-2013, 2013-2014 and 2014-2015;
- (f) Notarised Power of Attorney/ Board Resolution in favour of signatory of bid and accompanying documents;
- (g) Copy of documents in respect of Bank Account where payment will be transmitted upon being awarded contract [copy of relevant pages of passbook and/ or latest Bank Statement];
- (h) Statement of Annual Turnover during the financial years 2012-2013, 2013-2014 and 2014-2015 certified by a Chartered Accountant (CA);
- (i) Declaration by way of affidavit duly notarized that the bidder has not been barred by the GoI or GoWB for participation in any project which bar subsists on the day of submission of the bid;
- (j) Certificate from a minimum of 2 service recipients, out of which 1 shall be hospital/ health care facility, stating that the services rendered have been satisfactory and no adverse report was obtained;
- (k) Copy of license under The Contract Labour (Regulation & Abolition) Act, 1970;
- (l) Copy of Certificate of Registration under the Employees State Insurance Act, 1948;
- (m) Copy of EPFO Registration Certificate;
- (n) Copy of Service Tax registration;
- (o) Copy of valid license for providing pest control under the Insecticide Rules, 1971
- (p) Copy of valid license under The Private Security Agencies Regulation Act, 2005.

4.3 The Corporation considers a conflict of interest to be a situation in which a party has an interest that could

improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitutes a prohibited practice by the Corporation which requires that bidders, suppliers, and contractors under contracts with the Corporation, observe the highest standard of ethics and will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- (a) they have controlling shareholders in common;
- (b) they receive or have received any direct or indirect subsidy from any of them;
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Corporation regarding this bidding process.

4.4 Bidder(s) may submit bids for either 1 or 2 packages. Joint bids or consortium bids will not be entertained. A bidder will not be allowed to participate in more than 2 packages. If any bidder participates in more than 2 packages, the bidder will be disqualified and its bids against all packages will be liable, to be rejected. The bidders will be eligible to be awarded the contract, in 1 or 2 packages, if it is found to be the

lowest bidder (L1 bidder) in such packages.

4.5 A bidder who is under a declaration of ineligibility by the Corporation in accordance with ITB 3 or by any Department of Government of India or Government of West Bengal, at the last date for bid submission or thereafter during process of evaluation, shall be disqualified.

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

## 5. Requirements

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

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

### **B. Contents of Bidding Documents**

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

#### PART I Bidding Procedures

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

Section II - Instructions to Bidders (ITB)

#### PART II Requirements

Section III - Schedule of Requirements (SoR)

## Section IV – Bidding Forms (BDF)

PART III Contract

## Section V – Service Agreement

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

attend a pre-bid meeting at the office of the Corporation at Swasthya Sathi, GN-29, Sector - V, Bidhan Nagar, Kolkata - 700 091 on 14<sup>th</sup> March, 2016 at 12:00 hrs. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.3 The bidder is requested, as far as possible, to submit any questions in writing, to reach the Corporation not later than the time and date mentioned in the e-NIT (Sl. 15).

7.4 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded in the e-tender portal i.e. <https://wbtenders.gov.in> within 7 (seven) days from the date of pre-bid meeting. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Corporation exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

7.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

8. Amendment of Bidding Documents/  
Extension of deadlines

8.1 Any addendum/ corrigendum issued shall be part of the Bidding Documents and shall be uploaded in the e-tender portal i.e. <https://wbtenders.gov.in> and also at [www.wbmsc.gov.in](http://www.wbmsc.gov.in) and [www.wbhealth.gov.in](http://www.wbhealth.gov.in).

8.2 To give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids or for other causes and consideration, the Corporation may, at its

discretion, extend the deadline for the submission of bids.

### **C. Preparation of Bids**

- |     |                              |      |  |
|-----|------------------------------|------|--|
| 9.  | Costs of Bidding             | 9.1  | The bidder shall bear all costs associated with the preparation and submission of its bid, and the Corporation shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.  |
| 10. | Language of Bid              | 10.1 | The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Corporation, shall be written in English only. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, such translation shall be relied on. |
| 11. | Documents comprising the Bid | 11.1 | Tenders are to be submitted online following the process mentioned in Sl. Nos. 7 of the e-NIT in two folders, one being the Technical Bid and the other being the Financial Bid before the prescribed date and time. The documents are to be uploaded scanned for viruses and duly digitally signed so that the documents will get encrypted (transformed into non readable formats).  |
|     |                              | 11.2 | The Technical Bid shall comprise of the scanned copies of the following documents in one folder :  |

#### **Statutory cover of Technical Bid containing:**

**To be filled in FORM folder:**

- (i) Covering Letter (duly filled in) as per format given in Form- 1 of Section - IV (Bidding Forms)
- (ii) Qualification Information (duly filled in by the bidder), as per format given in Form - 2 of Section - IV (Bidding Forms)
- (iii) e-NIT Acceptance Form, as per format given in Form - 3 of Section - IV (Bidding Forms)
- (iv) Power of Attorney in favour of signatory of the bid, as per format given in Form - 5 of Section - IV (Bidding Forms)/ Board Resolution in favour of signatory of the bid, as per format given in Form - 6 of Section - IV (Bidding Forms)
- (v) Letter of Financial Bid, as per format given in Form - 7 of Section - IV (Bidding Forms)

**To be filled in DRAFT folder:**

- (i) Copy of the Bank Guarantee towards Earnest Money Deposit (EMD)/ Bid Security as prescribed in the e-NIT, in favour of "West Bengal Medical Services Corporation Limited"

**To be filled in NIT folder:**

- (i) e-NIT (Section - I) and Instructions to Bidders (Section - III) (uploaded with digital signature)
- (ii) Service Agreement (Section - V)
- (iii) Schedule of Requirements (Section - III)

**Non-statutory (My Documents) Cover containing****To be filled in CERTIFICATES folder:**

- (a) Copy of PAN Card
- (b) Copy of Bank Account documents (passbook and/ or bank statement)

- (c) Copy of valid license under The Contract Labour (Regulation & Abolition) Act, 1970
- (d) Copy of Certificate of Registration under the Employees State Insurance Act, 1948
- (e) Copy of EPFO Registration Certificate
- (f) Copy of letter recording issue of TAN
- (g) Copy of letter recording Service Tax registration number
- (h) Copy of valid license for providing pest control under the Insecticide Rules, 1971
- (i) Copy of valid license under The Private Security Agencies Regulation Act, 2005

**To be filled in COMPANY DETAILS folder:**

Copy of documents of incorporation (i.e. Memorandum and Articles of Association and Certificate of Incorporation for companies and Partnership Deed for partnership firms)

**To be filled in FINANCIAL INFO folder:**

- (a) Copy of Income Tax Returns for the financial years 2012-2013, 2013-2014 and 2014-2015;
- (b) Form FIN- 1 of Form - 9 with Audited Balance Sheet for financial years 2012-2013, 2013-2014 and 2014-2015;
- (c) Form FIN-2 of Form - 9 (Annual Turnover during financial years 2012-2013, 2013-2014 and 2014-2015)

**To be filled in DECLARATION folder:**

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

**To be filled in CREDENTIAL 1 folder:**



- (a) Documents showing experience in supply of manpower for a minimum period of 180 days of at least 50 in number to a minimum of 5 (five) organisations in India deployed at a single site/ office of each out of which 2 (two) shall be hospitals/ health care facilities within the last 3 (three) financial years;
- (b) Client Certificate from the service recipients stating that the service has been satisfactory and no adverse report was obtained (minimum 2, out of which 1 shall be hospital/ health care facility).

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

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

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

**To be filled in BoQ folder:**

Bill of Quantity (BoQ) in the specified format i.e. the rate per square foot (carpet area) per month offered by the bidder for providing the integrated facility services

The bidder is to quote the rate online in the space marked for quoting rate in the BoQ. Only BoQ rate will be considered for evaluation of Financial Bid.

(2) Failure to submit rate on per square foot per month basis for integrated facility services (in INR) at the hospitals forming part of the packages, shall result in the Financial Bid being rendered non-responsive and lead to disqualification from the

bidding process.

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

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| 12. Letters of Bid and Schedules  | 12.1 | The Letters of Technical Bid shall be prepared using the relevant forms furnished in Section - IV (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.  |
| 13. Bid Prices                    | 13.1 | The prices quoted by the bidder in the Financial Bid shall conform to the requirements specified below.  |
|                                   | 13.2 | The price to be quoted in the Financial Bid, in accordance with the BoQ, shall be the rate per square foot of carpet area per month basis (in INR) to be charged by the bidder for providing integrated facility services as per the Schedule of Requirements for all the hospitals forming part of the package, which shall be exclusive of all rates, levies and taxes. Only a fixed rate per square foot of carpet area per month (up to two decimal places) can be quoted by the bidder irrespective of the number of the personnel being required to be deployed from time to time. Service Tax and other applicable rates and cesses, will be claimed in the monthly bill/ invoice, which shall be disbursed by the Corporation. |
|                                   | 13.3 | The rate per square foot quoted by the bidder is not subject to any discount or adjustment.  |
| 14. Currencies of Bid and Payment | 14.1 | The rate shall be quoted by the bidder entirely in Indian National Rupees (INR) only. The Corporation shall be entitled to reject any bid, if the same has been  |

submitted in any other currency.

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| 15. Documents<br>Establishing the<br>Qualifications of the<br>Bidder | 15.1 | To establish its qualifications to perform the obligations under the Service Agreement, the bidder shall provide the information requested in the corresponding information sheets included in Section - IV (Bidding Forms).  |
| 16. Period of Validity of<br>Bids                                    | 16.1 | Bids shall remain valid for a period of 120 days after the bid submission deadline date prescribed by the Corporation. A bid valid for a shorter period shall be rejected by the Corporation as non responsive.   |
|  | 16.2 | In exceptional circumstances, prior to the expiration of the bid validity period, the Corporation may request bidders to extend the period of validity of their bids. The request and the response shall be in writing. A bidder may refuse the request without forfeiting its bid security. A bidder accepting the request shall not be required or permitted to modify its bid. |
| 17. Bid Security   | 17.1 | The bidder shall upload as part of its bid, a scanned copy of the Bank Guarantee comprising the EMD/Bid Security.   |
|  | 17.2 | The bid security shall be paid in the form of Bank Guarantee from a scheduled bank in favour of "West Bengal Medical Services Corporation Limited" in the manner prescribed in Form - 11, Section - IV (Bidding Forms)", having a validity period of 180 days after the bid submission deadline date prescribed by the Corporation.   |
|  | 17.3 | Any bid not accompanied by bid security as required in accordance with ITB 17.1, shall be rejected by the Corporation as non responsive.  |

- 17.4 The bid security of the unsuccessful bidders shall be returned duly discharged as promptly as possible within 15 days after the execution of the Service Agreement with the Selected Bidder, on demand being made by the unsuccessful bidder by a letter in writing to the Corporation.
- 17.5 The bid security may be forfeited:
- (a) If a bidder withdraws its bid during the period of bid validity specified by the bidder, except as provided in ITB 16.2;
  - (b) If a bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1;
  - (c) If the bidder is declared disqualified in terms of ITB 4.3;
  - (d) If the Selected Bidder fails to:
    - i) sign the Service Agreement in accordance with ITB 36.1;
    - ii) furnish a Performance Security in accordance with ITB 37.1;
  - (e) If the bidder is otherwise in breach of the terms of the Bidding Documents.
18. Format and Signing of Bid 18.1 The bid shall be digitally signed by a person or persons duly authorized to sign on behalf of the bidder as stated in Sl. No. 24 of the e-NIT.

#### **D. Submission and Opening of Bids**

19. Submission of Tenders 19.1 Tenders are to be submitted online as stated in Sl. Nos. 5 and 6 of the e-NIT in two folders at a time, one being Technical Bid and the other being Financial Bid within the prescribed date and time. The documents are to be uploaded after being

scanned for viruses and duly digitally signed, so that the documents will get encrypted (transformed into non readable formats).

In addition, the bidders shall submit a physical copy of all the Technical Bid documents so uploaded, duly indexed and paginated, at the office of the Corporation not later than the date and time mentioned in the e-NIT in Sl. 15, to facilitate evaluation of bids. The physical copies of the Technical Bid documents should be submitted in one envelope and the Bid Security shall be submitted in another envelope. If the bidders submit bids more than one package, it shall suffice if only a single set of documents are submitted for evaluation of bids. Bidders as part of the physical copy of their Technical Bids shall also submit a Checklist of documents as per Form - 13 in Section - IV (Bidding Forms). The bidder shall tick mark the column titled "**Checked by bidder**" to indicate that the respective document is being submitted as part of the Technical Bids. The columns titled "**Checked by Corporation**" and "**Remarks**" shall be left blank by the bidder.

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|-------------------------------------|----------|---|
| 20. Deadline for Submission of Bids | for 20.1 | Complete bids (including Technical and Financial) must be uploaded in the e-tender website i.e. <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a> not later than the date and time as mentioned in the e-NIT in Sl. 15.   |
|                                     | 20.2     | The Corporation may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline shall thereafter be subject to the deadline |

as extended.

21. Bid Opening
- 21.1 The Technical Bid will be opened online by the authority receiving tenders or by its authorized representative at time, date and the place specified in the e-NIT in Sl. 15 in the manner specified in the e-NIT. The authority receiving tenders or its authorized representative shall decrypt all Technical Bids submitted by the bidders and copy its contents any storage device such as a compact disc, pen drive or hard drive. The authority receiving tenders or its authorized representative may take print outs of all Technical Bids. The date and time for online opening of Financial Bid will be as per Sl. 15 of the e-NIT. The manner of online opening of Financial Bid will be same as Technical Bid opening and the authorized representatives of the technically qualified bidders will be required to attend the opening of Technical Bid.
- 21.2 All folders containing the Technical Bids shall be opened one at a time, and the following recorded:
- (a) the name of the bidder;
  - (b) the presence of a Bid Security,
  - (c) the presence of e-NIT Acceptance Form as per Form - 3 in Section - IV (Bidding Forms) and
  - (d) any other details as the Corporation may consider appropriate.
- Only those documents forming part of Technical Bids recorded at bid opening shall be considered for evaluation, subject to what is contained in Sl. 7 of the e-NIT.
- 21.3 If the Bid Security or the e-NIT Acceptance Form is not present as part of the Technical Bid of any bidder, the Corporation will not go into detailed

evaluation of the Technical Bid of such bidder and will summarily reject such Technical Bid.

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

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

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

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

Only the BoQ shall be considered for evaluation of the Financial Bid, subject to what is contained in Sl. 8 of the e-NIT. No bid shall be rejected at the time of opening of Financial Bids except when the Financial Bid is not in accordance with the Bidding Documents.

#### **E. Evaluation and Comparison of Bids**

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



(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

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| 25. | Preliminary Examination of Technical Bids | 25.1 | The Corporation shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the bid may be rejected.   |
| 26. | Responsiveness of Technical Bid           | 26.1 | The Corporation's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.   |
|     |   | 26.2 | A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, <ul style="list-style-type: none"> <li>(a) if accepted, would:             <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the contract; or</li> <li>(ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Corporation or the Department of Health &amp; Family Welfare, Government of West Bengal, or the bidder's obligations under the proposed contract; or</li> </ul> </li> <li>(b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.</li> </ul> |
|     |   | 26.3 | The Corporation shall examine the technical aspects   |

- of the bid submitted to confirm that all requirements have been met without any material deviation or reservation.
- 26.4 If a bid is not substantially responsive to the requirements of the Bidding Documents and is rejected by the Corporation, it may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
27. Nonconformities, Errors, and Omissions
- 27.1 The Corporation may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- 27.2 The Corporation may request that the bidder submit information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Financial Bid. Failure of the bidder to comply with the request of the tendering authority may result in the rejection of its bid.
28. Qualification of the Bidder
- 28.1 The Corporation shall determine to its satisfaction during the evaluation of Technical Bids whether bidders meet the qualifying criteria as specified in the Bidding Documents.
- 28.2 The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB 11.2.
29. Evaluation Criteria
- 29.1 The bidders who meet the qualifying criteria shall be treated equally and all the technically qualified

bidders shall be at par while considering their Financial Bid.

The Financial Bid of bidders, who do not meet the qualifying criteria prescribed in ITB 4.1 will not be opened.

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| 30. | Preliminary Examination of Financial Bids | 30.1 | The Corporation shall examine the Financial Bids to confirm that all documents and schedules requested in ITB 11.3 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the bid may be rejected.  |
| 31. | Evaluation of Financial Bids              | 31.1 | The Corporation shall only consider the amount quoted in the BoQ, for evaluation of the Financial Bid of the technically qualified bidder. No other evaluation criteria or methodology shall be permitted.  |
| 32. | Comparison of Bids                        | 32.1 | All technically qualified bidders shall be at par.  |
|     |   | 32.2 | The Corporation shall make a table of all the Financial Bids of technically qualified bidders of each package.<br><br>The Financial Bids for all the technically qualified bidders for the Packages A, B, C and D will be opened <i>in seriatim</i> . Upon decryption of the Financial Bids of all technically qualified bidders for all packages, a table shall be prepared containing particulars of Financial Bids for all the packages as submitted by each of the technically qualified bidders. |
| 33. | Corporation's right to accept any bid,    | 33.1 | The Corporation reserves the right to accept or reject any bid and to annul the bidding process and   |

and to reject any or all bids

reject all bids at any time prior to Award, without thereby incurring any liability to bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the bidders.

#### **F. Award of Contract**

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

package provided that such remaining tie bidder offers a lower bid than that is already offered in its Financial Bid. In the event the lowest bidder withdraws or is not declared as the Selected Bidder, the Corporation may invite fresh bids for the package; or

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

35. Notification of Award
- 35.1 The Selected Bidder will be notified of Award by the Corporation prior to expiry of the bid validity period by uploading such information in the e-tender portal or by e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Service Agreement called the "Letter of Acceptance/ Notification of Award / Work Order") will state the rate on the basis of [per square foot per month] at which the Corporation will pay the Selected Bidder/ Service Provider in consideration of rendering the services by the Selected Bidder/ Service Provider as prescribed by the contract (hereinafter and in the Service Agreement called the "Contract Price") in respect of each package. Within 60 days from the date of the Notification of Award, the Selected Bidder shall have to commence its service in phases as may be directed by the Corporation in terms of the Bidding Documents.
- 35.2 Until a formal contract is prepared and executed, the Notification of Award shall constitute a direction to commence services in such phases as may be directed by the Corporation within 60 days from the date of the Notification of Award, subject only to the furnishing of a Performance Security

in accordance with the provisions of ITB 37.1, whereupon the Service Agreement shall come into force.

36. Signing of Service Agreement
- 36.1 Promptly after notification, the Corporation shall send the Selected Bidder, the Service Agreement to be executed. Each page of the Service Agreement should be signed by the Managing Director of the Corporation and the Service Provider's authorized signatory. If there are any corrections, cuttings, omissions, over writings, insertions, etc. (after issue of Service Agreement) their number should be clearly mentioned on each page of the Service Agreement before signing.
- 36.2 Within 14 days of receipt of the Service Agreement, the Selected Bidder shall sign and date the Service Agreement and return it to the Corporation. The Service Agreement shall only come into existence, when the Performance Security is furnished in terms of ITB 37.
- 36.3 In respect of each package, the Corporation may, in its discretion, execute a single Service Agreement or separate Service Agreements in respect of each hospital, as and when the same is ready for operation.
37. Performance Security
- 37.1 Within 10 days of the receipt of Notification of Award from the Corporation, the Selected Bidder shall furnish the Performance Security in accordance with the Service Agreement, issued by any Scheduled Bank drawn in favour of "West Bengal Medical Services Corporation Limited", in the form given in Section - IV (Bidding Forms). Such Bank Guarantee shall be valid for a period of 12 months

from the Notification of Award and shall be renewed by the Selected Bidder, if any extension of the Service Agreement is granted.

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

Sl. No.	Particulars	Unskilled (Rs.)	Semi Skilled (Rs.)
1	Basic Wages Area A	7,230	7,954
2	HRA @ 5%	362	398
3	EPF (@ 13.36% on Basic)	966	1,063
4	ESI (@ 4.75% on Gross)	406	447
5	Bonus (@ 8.33% of 3500/-)	292	292
6	National Holidays 4 days & 24 days' leave in a year	831	911
7	Uniform	200	200

Sl. No.	Particulars	Unskilled (Rs.)	Semi Skilled (Rs.)
1	Basic Wages Area B	6634	7296
2	HRA @ 5%	332	365
3	EPF (@ 13.36% on Basic)	886	975
4	ESI (@ 4.75% on Gross)	373	410
5	Bonus (@ 8.33% of 3500/-)	292	292
6	National Holidays 4 days & 24 days' leave in a year	764	801
7	Uniform	200	200



- Area A – (i) Areas notified under Kolkata Metropolitan Development Authority (KMDA)
- (ii) Asansol Municipal Corporation
  - (iii) Durgapur Municipal Corporation
  - (iv) Siliguri Municipal Corporation
  - (v) Digha Shankarpur Development Authority
  - (vi) Thermal power plant area including Township areas
  - (vii) All the Municipal area in different Districts
  - (viii) All the Sub-Divisions in the districts of Howrah, Hooghly, Burdwan and 24-Parganas (N) [excluding Barasat and Basirhat]
  - (ix) Alipur Sub-Division and Baruipur Sub-Division in the district of 24- Parganas (S)
  - (x) Midnapore Sadar Sub-Division and Kharagpur Sub-Division in the district of West Midnapore
  - (xi) Siliguri Sub-Division in the district of Darjeeling
  - (xii) Bankura Sub-Division and Kharagpur Sub-Division in the district of Bankura
  - (xiii) Raghunathpur Sub-Division in the district of Purulia

Area B – Rest of West Bengal

**ANNEXURE - B****QUALIFICATIONS AND EXPERIENCE CRITERIA FOR EACH CATEGORY OF****MANPOWER**

Sl. No.	Manpower	Qualification	Training/ Experience
1.	Gateman	Madhyamik (Class X pass) or equivalent	1 year prior experience
2.	Security Supervisor	Graduate in any discipline	1 year prior experience
3.	Sweeper	Class VIII or equivalent	1 year prior experience
4.	Ward Boy	Madhyamik (Class X pass) or equivalent	1 year prior experience
5.	House Keeping Supervisor	Graduate in any discipline	1 year prior experience

## ANNEXURE - C

### SCOPE OF SERVICES

The Services being rendered by the Service Provider has been broadly classified into two types of services, viz.

- A. Security Services and
  - B. Housekeeping Services
- A. The services which will be required to be rendered within the ambit of Security Services, are as follows:
- (a) Complete security to the life and property of the doctors, staff, employees, patients and visitors of the hospital and to the assets and movable properties of the doctors, staff, employees, patients and visitors of the hospital.
  - (b) Safeguard against trespass.
  - (c) Security covers to various official functions within the facilities.
  - (d) Regulation and control of vehicular traffic.
  - (e) Maintenance of vigil and undertaking surveillance for control of untoward incidents, specially involving the outside elements.
  - (f) Controlling entry of stray cattle, canine and feline menace.
  - (g) Assist the hospital management and the Authority in the maintenance of day-to-day discipline and smooth functioning of all healthcare activities.
  - (h) Providing timely intelligence inputs to the hospital management and the Corporation proactively.
  - (i) Timely switching on/ off of security lights.
  - (j) Checking and preventing encroachment of the boundaries of the hospital facilities.
  - (k) Dealing with and escorting postmen, incoming couriers and preventing entry of pseudo-couriers.
  - (l) Collecting, safeguarding and handing over letters sent via registered post, speed post and by courier in respect of any absentee.
  - (m) Preventing access and use of the facilities premises by unauthorised persons/ parties.
  - (n) Regulating and recording access/ movement of men, material, machines, equipment, labour, vehicles etc. through the designated gates.

- (o) Adherence to Standard Operating Procedures (SOPs) prepared by the Corporation and/ or the hospital management.
  
- B. The Services which will be required to be rendered within the ambit of Housekeeping Services, are as follows:
  - I. Mechanized & automated cleaning of
    - 1. High Risk areas  
Cleaning is to be as per Standard Operating Procedure (SOP) of High Risk areas given hereinbelow. Frequency of cleaning will be as per Cleaning Schedule given hereinbelow.
  
    - 2. Low Risk areas  
Cleaning is to be as per Standard Operating Procedure (SOP) of Low Risk areas given hereinbelow. Frequency of cleaning will be as per Cleaning Schedule given hereinbelow.
  
    - 3. Dirty Utility Room  
Cleaning is to be as per Standard Operating Procedure (SOP) of setting of Dirty Utility Room given hereinbelow. Frequency of cleaning will be as per Cleaning Schedule given hereinbelow.
  
    - 4. Toilets Cleaning  
Cleaning is to be as per Standard Operating Procedure (SOP) of Toilets Cleaning given hereinbelow. Frequency of cleaning will be as per Cleaning Schedule given hereinbelow.
  
    - 5. Corridor Cleaning  
Cleaning is to be as per Standard Operating Procedure (SOP) of Corridor Cleaning given hereinbelow. Frequency of cleaning will be as per Cleaning Schedule given hereinbelow.
  
    - 6. Elevator Cleaning

Cleaning is to be as per Standard Operating Procedure (SOP) of Elevator Cleaning given hereinbelow. Frequency of cleaning will be as per Cleaning Schedule given hereinbelow.

7. Staircases

Cleaning is to be as per Standard Operating Procedure (SOP) of Staircases Cleaning given hereinbelow. Frequency of cleaning will be as per Cleaning Schedule given hereinbelow.

8. Window Cleaning

Cleaning is to be as per Standard Operating Procedure (SOP) of Window Cleaning given hereinbelow. Frequency of cleaning will be as per Cleaning Schedule given hereinbelow.

9. Consultant Room/Faculty Room i/c attached toilet

Cleaning is to be as per Standard Operating Procedure (SOP) of Consultant Room/ Faculty Room Cleaning given hereinbelow. Frequency of cleaning will be as per Cleaning Schedule given hereinbelow.

10. Operation Room/OT

Cleaning is to be as per Standard Operating Procedure (SOP) of Operation Room/ OT Cleaning. Frequency of cleaning will be as per Cleaning Schedule given hereinbelow.

11. ICU's

Cleaning is to be as per Standard Operating Procedure (SOP) of ICU Cleaning. Frequency of cleaning will be as per Cleaning Schedule given hereinbelow.

12. Outer Area

Cleaning is to be as per Standard Operating Procedure (SOP) of Outer Area cleaning.

13. Structural glazing/curtain glazing of desired area

Cleaning is to be as per Standard Operating Procedure (SOP) of Structural glazing/curtain glazing of desired area cleaning.

N.B: There shall be zero tolerance for dust and dirt in the facilities. The Service Provider is required to maintain very high standards of sanitation.

### Standard Operating Procedure of Cleaning of High Risk area

Objective: To clean and maintain sterile areas as per highest cleaning standards.

Identified sterile areas.

(OTs/ICU/CSSD etc. ) [excluding operation area]

Pre/Post operative units.

Main Emergency.

All Wards/In-patient rooms.

Isolation Wards

Path Labs./Micro-biology/Blood Bank.

I.C.U.s

Recovery Units.

Mortuary, Forensic.

Activity	Chemicals used
Dusting of All Areas	Bacillocid Solution/Hypo chlorite
Scrubbing	2% Hypochlorite Solution/Mikrobac Forte & R-2
Spray & Shield Areas	1% Bacillocid
Mopping	Mikrobac Forte/Hypo chlorite
Disinfection	2% Bacillocid
Mattress Disinfection	Bacillocid Solution
Cleaning of sputum mug & urine pot	

Description:

Remove all soiled Linen and garbage.

Check for cobwebs.

Possibly remove or keep aside machines and instruments.

Dust the entire area.

Scrub thoroughly with Mikrobac Forte/1% hypo choride solution/R-2.

Disinfect the entire area including walls, floor, tiles and skirting with steam cleaner.

Arrange the machine and instrument in their respective places.

Re-dust the area again with bacillocid solution.

Every week all sterile and sub sterile areas are thoroughly washed and scrubbed with hypochlorite solution/R-2 to ensure a completely disinfected area.

10. Change the mop if you can after using it with each individual. You can use old OT Sheets.

Dip used mops in 2% sodium hypochlorite for half an hour.

Maintenances to be checked and fed in the computer on daily basis.

Curtain or divider should be washed and change weekly.

In case, of infected case discard towel or O.T. sheet can be used and thrown.



## Standard Operating Procedure of Cleaning of General/Low Risk area

Objective: To clean and maintain general/Low risk areas as per highest cleaning standards.

Identified low risk areas.

Public areas

Waiting areas

Corridors

Basement

Staircases

Elevators

Library/Store

Hostels

Administrative Offices

Kitchen & Dietetics Department

Outer Area, Parks, Lawns Road

Activity	Material Used
Dusting	Damp Duster with 1% Bacillocid/2% R-2
Hovering	Vacuum Cleaner
Scrubbing	2%R-2 & Spiral
Mopping	1% Hypo chlorite/Mikrobac Forte

Description:

Remove all garbage from the dustbins.

Dust the entire area with a damp cloth or when necessary with Bacillocid solution.

Vacuum cleans the entire area.

Mop the floor with 1% Hypochlorite/Mikrobac Forte.

After each shift mops should be dip into 1% Sodium Hypochlorite for re-use.

Scrubbing of the above mentioned areas to be done thoroughly every Weekly with 2% R-2.

Spiral solution.

Once a week area to be polished with terenova.

Polished area needs to be buffed on daily basis.

Curtain or divider should be washed/changed on weekly basis.

Thorough cleaning of the areas to be done once in a week.

Maintenances to be noted in checklist and fed in the computer on daily basis

### Standard Operating Procedure of setting of Dirty Utility Room

Objective: To set up and maintain hygiene standards in Dirty Utility Room

<u>PUNCTURE</u> PROOF CONTAINER	BLUE	YELLOW
Sharps, Used,Blades Needles, Scalpels, Broken Glass etc.	Infected, Non-Infected Plastic, IV Sets ,Gloves, Tubing's, Micro-biological Waste, Catheters Urine/Stool, Container, Urobags, Vacutainers etc.	Anatomical & Pathological Waste, Cotton Gauze, Linen, Contaminated with blood or other body Fluide: Cytotosix drugs.

Description:

1. Three different bins (Yellow,Blue, Black) lined with colour-coded bags are used for the segregation of wastes depending on the type of waste generated in an area. The bags to be arranged by the Service Provider.

The garbage bags from areas of generation will be brought to the dirty utility room.

The smaller tied bags brought from the areas will be placed in the respective garbage bins in the dirty utility rooms.

At the end of every shift, garbage will be brought down from all the dirty utility rooms to the garbage collection area.

The dirty utility room is disintectant/scrubbed clean and the dustbins are damp dusted with Hypochlorite/2% Bacillocid.

While getting the garbage downstairs, make sure there is no spillage.

Gloves & masks are necessary to be worn while disposing garbage.

Make sure you place the garbage collection area on the ground floor according to the color-coding.

During the night shift, dirty utility room bins are washed, dried and relined with bags.

### **Standard Operating Procedure of Corridor cleaning**

Objective: To clean corridor within the facility safely and with as little interference as possible with daily activities and to minimize the potential risk associated with wet floor.

Description:

Place "Wet floor" caution signs at both ends of corridor to alert staff and visitors to a potential risk.

Brush the floor with feather duster.

Check the cobwebs in and around the wall and pillars.

Wet mop all corridor, covering only half of the width at time. This allows safe foot traffic at all times.

Wet mop the remaining half of the corridor only when the first half has dried completely.

React to an emergency code in the area being cleaned by moving all equipment and supplies (except "Wet floor" signs, which should remain in place to mark potentially slippery areas) out of the main traffic area to avoid interfering with emergency personnel.

## Standard Operating Procedure for Elevator Cleaning

Objective: To clean elevator cars, tracks, interiors and exterior of doors safety with as little inconvenience to the passengers.

Material required

Step ladder

Rags

Dust Mop

Bucket with wringer

Wet Mop

Disinfectant detergent

Hand vacuum

D-7/Steel polish

Small brush

Rubber gloves

Description:

Take the elevator to a non-patient, non-public floor for cleaning and turn off with key.

Mix Disinfectant detergent in pail and bucket.

Remove the light diffusers carefully & clean with damp cloth soaked in disinfectant detergent. Wipe dry to prevent streaking and replace.

Dust mop the floor.

Vacuum the tracks with vacuum equipped with crevice tool.

Spray D-7 into the stainless walls if wall are stainless, rinsing thoroughly with warm water, then apply very thin coat of baby oil and buff it properly.

Clean channel on regular basis.

Weekly cleaning with cleaning kit as per standard practice.

### SCHEDULE FOR CLEANING ELEVATORS

9:00 A.M.	10:00 P.M.	11:00 A.M.
2:00 P.M.	12 MIDDAY	1:00 P.M.
5:00 P.M.	3:00 P.M.	4:00 P.M.

### **Standard Operating Procedure of cleaning the Staircases**

Objective: To clean staircases with as little inconvenience to the users

Description:

Dusting of stair case railing.

Sweeping with feather brush/vacuum clean. Corners cleaning weekly.

Pay attention to hand marks, smudges, and snuffs on the railing and glass panels.

Finally mop the floors.

Report any maintenance requirement to the supervisor immediately.

Hourly mopping/touch up with hand mop to be given to maintain it.

Heavy cleaning and scrubbing should be carried out at night.

Check corner properly for the dirt.

Check for the cobwebs on regular basis.

### Standard Operating Procedure of Window Cleaning

Object : To maintain a clean and smudge-free surface on interior and exterior glass and mosaic tiles

Equipment:

R-3

Squeegee with Handle

Window Cleaner

Small Plastic Bucket

Clean Rags

Sponge

Glass Scraper

Window Brush

Description:

Prepare window cleaning solution

Place window brush into solution

Apply solution to window surface using 's' strokes.

Use squeegee, starting at bottom corner and working upward along outside edge, across top, then downward using 's' stroke.

Dry squeegee blade as needed with clean dry cloth

Remove any solution remaining on window frames or ledge with clean cloth.

Clean equipment and store properly.

Some areas may require the use of a glass scraper to remove tough stains.

### **Standard Operating Procedure of cleaning the Consultant Room/Faculty Room**

Objective: To clean and service consultant room to provide the patient & consultant with clean, hygiene & aesthetically appealing room on check up

Open the room

Open the blinds, check cords / louvers etc.

Check the air conditioning, water supply, light, partition curtains etc.

Note down damage or missing items. Inform supervisor if anything misplaced, damaged or needing repair.

Remove garbage from garbage bins & change garbage bags.

Clean the room with feather brush and dustpan.

Make the examination bed with fresh stain free linen.

Dust items located on wall & high area clockwise and anti clock wise around the room. Items include: - picture frame, light fixture, & glass panes & ledge.

Check for the cobwebs in and around the wall and pillars.

Dust air conditioning vents with feather brush.

Dust the table beginning with top surfaces and working your way down to the base & legs.

Chairs / sofa repositioning.

Wipe down light switches & clean any smudges on surrounding wall areas.

If there is any stain on the wall please try to remove it if can be removed if not in form engineering for touch up.

Scrub floor with spiral and scrubbing machine.

Remove the water with wet vacuum.

Wash flask, tray, and glass.

Replace tissue box, Fill up the soap solution.

Mop the room with disinfectant.

Take one last look to see everything is in order, clock is working etc.

Spray a whiff of freshener and close the room door.

Corner to be cleaned thoroughly once a week for the dirt not to be accumulated there.



### Standard Operating Procedure of cleaning of Operation Room/OT

Objective : To prepare the Operation Room for surgery

Description:-

Basic principles of septic techniques dictate the procedures that are carried out immediately after completion of a surgery. The OTs is always kept clean & sterile.

The following housekeeping duties should be done at least one hour before scheduled incision time.

Removable tables and equipments to be kept outside the room.

Damp dust tops and rims of autoclave, washer sterilizer and counter top in sub sterile room adjacent to the operation theatre.

Wash the tiles / floor with sodium hypo chloride / Bacillocid solution.

After the room is clean - let the surface dry.

Mop the floor with disinfectant 2% Mikrobac forte solution.

After each case O.T should be cleaned with 2% Bacillocid Solution and keep ready for next case.

At the end of the day O.T should be cleaned thoroughly for next day with Bacciollocid solution.

Bio-Medical waste to be removed after each case.

### Standard Operating Procedure of cleaning of ICU's

Objective : To keep the area hygienically clean, spic & span and see high service standards round the clock.

Description:-

Remove the soiled linen and garbage.

Damp dust the entire area with 2 % bacillocid solution.

Vacuum clean the entire area especially the corners, crevices, door edges, air-conditioner grills, ducts, etc.

Spot cleaning for removal of stains.

Wet mop entire floor with Mikrobac Forte solution

Maintenance to be checked and followed up for rectification and pending jobs.

Floor should be free of dust / Dirt / and stain.

Workstation should be free of dust.

Ceiling lights / A.C grills should be free of dust / insects and should be correct form the maintenance points of view.

Dustbins should be cleared as and when required.

Floor scrubbing should be done once a week as per the schedule / as and when required.

Garbage should be cleared at the end of each shift.

In case of infected case mops needs to be thrown. Can use old towel as mop.

Check for the cobwebs on regular basis.

## Standard Operating Procedure for Toilets Cleaning

Objective: To provide clean, hygiene and bacteria free toilet to the patient and for guests

Material/Chemicals used

R-2 Hygienic hard Surface Cleaner concentrate (Normal area 20-50 ml. In 1 Litre of water).

R-3 Glass cleaner concentrate (Normal area 20-50 ml. In 1 Litre of water)

R-4 Furniture Maintainer (Ready to use product).

R-5 Room Freshener (Ready to use product).

R-6 Toilet bowl/W.C. cleaner (Ready to use Product).

R-9 Bathroom Cleaner Concentrate (Normal area 50-100 ml. In 1 Litre of water).

Spiral Solution Floor cleaner concentrate (Normal area 20 ml. In 1 Liter of water).

Toilet Brush

Scrubber/Scotch Brite.

Hand mop

Dusters

Corner brush

Soap solution

Toilet Roll, Odonil, urinal cubes & naphthalene bowl.

Description:

Check all maintenance in washroom.

Remove all garbage from garbage bins and change garbage bag.

Apply R-6 in w/c/toilet pot properly.

Scrub tiles, washbasin all fittings & fixtures nicely with R-9.

Wash tiles, washbasin all fittings & fixtures nicely.

Scrub toilet bowl from inside and outside.

Wipe all tiles, fixtures, fittings, washbasin & w/c (seat cover & outside w/c).

Clean mirror with R-3, no water marks, frame edges clean.

Scrub & Mop washroom floor from inside to outside.

Check & fill liquid soap, toilet roll, tissue paper, odonil, urinal cubes & naphthalene bowl.

Spray air freshener.

Sign on toilet check list bind main door.

### **Standard Operating Procedure for cleaning the Outer Area**

Objective: To provide clean environment to the visitors, patients & guests regularly.

Description:

Outer area should be cleaned thoroughly at night.

Pick up the things littered around the hospital premises in the morning.

Brooming of heavy traffic area includes emergency, IPD, OPD & front area have to be done first.

Brooming of courtyard, cascade area & back area of hospital to be done afterwards.

Once area is thoroughly cleaned, touch ups to be given to the heavy traffic areas till evening.

Every Sunday thorough cleaning of cascade, courtyard & fountain area to be done.

Once a month total areas should be washed properly.

Check for cobwebs on wall and pillars of outer areas on regular basis.

Area should be brush abled thrice a day.

**Standard Operating Procedure for cleaning the Structural Glazing/Curtain Glazing Of  
Desired Area**

Objective: To provide clean environment to the visitors, patients & guests regularly

Cleaning of fixed glass panes/ structural glazing/ exterior mosaic tile area curtain glazing of desired area from outside, using Spiderman method including removal of bee hives if any once in a month and bird dropping etc. including cleaning on Polycarbonate sheds provided on all three ramps and other area at the facilities.

Dynamic Rope

Seat Harness

Gri Gri

Shunt

Suction pad

Cleanser (all clean)

R3 brush

Wiper

Scraper

Helmet

Bucket

Duster

### CLEANING SCHEDULE

#### VERY HIGH RISK AREA

S.No.	Activity	Frequency	Agents Used	Responsibility
1 -- OT AREA / LABOUR ROOM				
I	Garbage Removal from OT to DU and from DU to Central Garbage Room	After every Case	As per the Bio Medical Waste guidelines (BMW)	Sweeper
II	Feather Brushing	After every case	Feather Brush	Sweeper
III	1 <sup>st</sup> Mopping	Before start 1 <sup>st</sup> patient & after every case	Wizard	Sweeper
IV	2 <sup>nd</sup> Mopping	Before start of 1st patient & after every case	1% Sodium Hypo chlorite	Sweeper

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V	Garbage removal from the DU to Central Garbage Room	12:30pm and 3.30pm and as when require	As per BMW guidelines	Sweeper
VI	Brushing in the OT corridor	In Continuation	Flat Mop	Sweeper
VII	Wiping of doors and windows in OT Corridor	After every 1 hr	Duster	Sweeper
VIII	Mopping with Wizard in OT corridor	After every 1 hr	Wizard	Sweeper
IX	Mopping with Sodium Hypochlorite n OT corridor	After every 4 hr	1% Sodium Hypochlorite	Sweeper
2 - ICU, CCU, ICCU, NICU, PICU				
I	Removal of Garbage	8.00am, 12:30pm and 3.30pm	As per the BMW guidelines	Sweeper

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II	Brushing	Thrice in a day 08.00am, 12.30noon, 03.30pm	Feather Brush	Sweeper
III	Wiping	After every 1 hr	Duster	Sweeper
IV	Mopping with wizard	After every 1 hr	Wizard	Sweeper
V	Mopping with Sodium Hypochlorite	After every 4 hrs & As and when required	1% Sodium Hypochlorite	Sweeper
VI	Washroom cleaning with Wizard	Cleaning after every half an hr	Wizard	Sweeper
VII	Washroom cleaning with Sodium Hypochlorite	Cleaning after every 4 hr & As and when required	1% Sodium Hypochlorite	Sweeper

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HIGH RISK AREA				
3 -- EMERGENCY				
I	Removal of Garbage from patient side to DU and from DU to Central Garbage Area	8.00 am, 12.30pm and 3.30pm	As per the BMW guidelines	Sweeper
II	Brushing	Thrice in a day 9.00am, 3.00pm, 9.00pm	Feather Brush	Sweeper
III	Wiping	After every 2 hrs as and when required	Dusters	Sweeper
IV	Mopping with wizard	After every 2 hrs as and when required	Wizard	Sweeper
V	Mopping with Sodium	After every 6 hrs as	1% Sodium	

	Hypochlorite	and when required	Hypochlorite	Sweeper
VI	Washroom cleaning with Wizard	Cleaning after every half an hr.	Wizard	Sweeper
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VII	Washroom cleaning with Sodium Hypochlorite	Cleaning after every 6 hrs As and when required	1% Sodium Hypochlorite	Sweeper
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## 4- CSSD AND MICROBIOLOGY

I	Removal of Garbage from the area to Central Garbage Area	Twice in a day 12.30 pm and 3.30 pm as and when required	As per the BMW guidelines	Sweeper
II	Brushing	Thrice in a day 9.00am, 3.00pm, as and when required	Feather Brush	Sweeper
III	Wiping	After every 2 hrs	Dusters	Sweeper
IV	Mopping with wizard	After every 3 hrs as and when required	Wizard	Sweeper

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V	Mopping with Sodium Hypochlorite	After every 6 hrs as and when required	1% Sodium Hypochlorite	Sweeper
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MODERATE RISK AREA

## 5- IPD ROOMS/WARDS



I	Removal of Garbage from patient room to DU and from DU to central Garbage area as per the timings of disposal	Thrice in a day from DU 9.00am, 12.30pm and 3.30 pm as and when required	As per the BMW guidelines	Sweeper
II	Brushing	Twice in a day 7.30am and 4.00pm as and when required	Feather Brush	Sweeper
II	Wiping	Twice in a day 1 <sup>st</sup> from 7.30am and 2 <sup>nd</sup> from 4.00pm as and when required	Dusters	Sweeper
IV	Mopping with wizard	Twice in a day 1 <sup>st</sup> from 7.30am and 2 <sup>nd</sup> from 4.00pm as and when required	Wizard	Sweeper

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V	Mopping with Sodium Hypochlorite	Twice in a day 1 <sup>st</sup> from 11.00am and 2 <sup>nd</sup> from 6.00pm as and when required	1% Sodium Hypochlorite	Sweeper
VI	Washing cleaning	Three times in a day 1 <sup>st</sup> start from 7.30am 2 <sup>nd</sup> from 11.00am 3 <sup>rd</sup> from 4.00pm as and when required	Wizard and 1% Sodium Hypochlorite	Sweeper
VII	Brushing in the Corridor in Moderate area	In continuation	Flat Mop	Sweeper
VIII	Wiping in the corridor area	Twice in a day it starts from 7.30am onwards	Dusters	Sweeper
IX	Mopping with wizard in Corridor	In continuation	Wizard	Sweeper

X	Mopping with Sodium Hypochlorite in Corridor	After every 8 hrs	1% Sodium Hypochlorite	Sweeper
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		6. CAFETARIA/ KITCHEN (if applicable)		
I	Removal of Garbage to central Garbage Room	Twice in a day 12.30pm and 3.30 pm	Black Garbage bag	Sweeper
II	Brushing	Thrice in a day 8.00am, 12.00pm and 3.30pm and after every meal	Flat Mop and Feather Brush	Sweeper
III	Wiping	Thrice in a day 8.00am, 12.00pm and 4.00pm and after every meal	Duster	Sweeper
IV	Mopping with wizard	After every three hrs and after every meal as and when required	Wizard	Sweeper

## 7 - PATHOLOGY LAB

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I	Removal of Garbage from Area to DU from DU to Central Garbage Area	Thrice in a day 9.00am, 12.30pm and 3.30pm as and when required	As per the BMW guidelines	Sweeper
II	Wiping/Brushing	Thrice in a day 8.00am and 4.00pm	Duster	Sweeper

		and as and when required		
III	Mopping with wizard	After every three hrs as and when required	Wizard	Sweeper
IV	Mopping with Sodium Hypochlorite	After every 8 hrs as and when required	1% Sodium Hypochlorite	Sweeper
8 - DIAGNOSTIC AREA				
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I	Removal of Garbage from Area to DU from DU to Central Garbage room	Twice in a day from Central Garbage Area 12.30 pm and 3.30pm as and when required	As per the BMW guidelines	Sweeper
II	Wiping	Twice in a day 8.00am and 3.00pm as and when required	Duster	Sweeper
III	Brushing	Twice in a day 8.00am and 3.00pm as and when required	Feather Brush	Sweeper
IV	Mopping with wizard	After every 3 hrs as and when required	Wizard	Sweeper
V	Mopping with Sodium Hypochlorite	After every 8 hrs as and when required	1% Sodium Hypochlorite	Sweeper

## 9 - PUBLIC AREA WASHROOM

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I	Cleaning with Wizard	Cleaning will be done after half an hr and boy will be stationed there	Wizard	Sweeper
	Washroom Cleaning with			

II	Sodium Hypochlorite	Cleaning will be done after every 8 hrs as and when required.	1% Sodium Hypochlorite	Sweeper
10 - CORRIDOR				
I	Mopping with dry mop	In continuation	Flat Mop	Sweeper
II	Mopping with wizard	After every 3 hrs as and when required	Wizard	Sweeper
III	Mopping with Sodium Hypochlorite	After every 8 hrs as and when required	1% Sodium Hypochlorite	Sweeper
10 - CORRIDOR				
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11- LOBBY				
I	Wiping	In continuation	Duster	Sweeper
II	Brushing with Dry Mop	In continuation	Flat Mop	Sweeper
III	Mopping with wizard	After every 3 hrs as and when required	Wizard	Sweeper
IV	Mopping with Sodium Hypochlorite	After every 8 hrs as and when required	1% Sodium Hypochlorite	Sweeper
12 - OPD AREA				
I	Removal of Garbage from area to Central Garbage Area	Twice in a day 12.30 pm and 3.30pm as and when required	As per the BMW guidelines	Sweeper
II	Brushing	In continuation	Feather Brush	Sweeper

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III	Wiping	Twice in a day 7.30am and 3.00pm as and when required	Duster	Sweeper
IV	Mopping with wizard	Twice in a day 7.30am and 3.00pm as and when required	Wizard	Sweeper
V	Mopping with Sodium Hypochlorite	After every 8 hrs as and when required	1% Sodium Hypochlorite	Sweeper

**13 - PHARMACY**

Removal of Garbage from area to Central Garbage Area	Thrice in a day 9.00am, 12.30pm and 3.30pm as and when required	As per the BMW guidelines	Sweeper
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Brushing	Twice in a day 9.00am and 3.00pm As and when required	Feather Brush	Sweeper
Wiping	Twice in a day 9.00am and 3.00pm As and when required	Duster	Sweeper
Mopping with Wizard	After every 3 Hrs As and When required	Wizard	Sweeper
Mopping with Sodium Hypo Chlorite	After every 8 Hrs As and When required	Sodium Hypochlorite	Sweeper

**14- PROCEDURE / TREATMENT ROOM**

Removal Garbage From Area to Central Garbage	Thrice in a day Starts from 9.00am, 12.30pm and	As per the BMW Guidelines	Sweeper
--	---	---------------------------	---------

Area	3.00pm As and when Required		
	NABH Policy	CLEANING SCHEDULE	
	NABH Reference	HIC 2	
	Policy/version No/Issue Date	LAU/HIC 2/CLEANING SCHEDULE Nersion 1.0/1 <sup>st</sup> Dec2008	
	Page No.	Page 15 of 18	

	Brushing	Twice in a day Starts from 9.00am,12.30pm and 3.00pm As and when required	Feather Brush	Sweeper
	Wiping	Twice in a day 8.00am and 3.00pm As and when required	Dusters	Sweeper
	Mopping with Wizard	After every 3 Hrs As and When required	Wizard	Sweeper
	Mopping with Sodium Hypo Chlorite	After every 6 Hrs As and When required	1% Sodium Hypochlorite	Sweeper

## MINIMAL RISK AREA

## 16—ADMINISTRATION RECORD ROOM / STORAGE ROOM / ENGINEERING OFFICE

	Brushing	Once in a day it Starts from 7.30 Am As and When required	Feather Brush	Sweeper
	Moping with Wizard	Once in a day it Starts from 7.30 Am As and When required	Wizard	Sweeper
	NABH Policy	CLEANING SCHEDULE		
	NABH Reference	HIC 2		
	Policy/version No/Issue Date	LAU/HIC 2/CLEANING SCHEDULE Nersion 1.0/1 <sup>st</sup> Dec2008		
	Page No.	Page 17of 18		
	Wiping	Once in a Day At 8.00 AM	Duster	Sweeper

17 -- OUTSIDE AREA				
	Outside area Brushing	Cleaning starts From 7.30Am Onwards. As boy is already stationed there	Hard Broom	Sweeper
<p>Dilution of Wizard in all areas = 40ml in 1 liter of water  Cleaning of  spillage of Blood / Body fluids-</p> <ol style="list-style-type: none"> <li>1. Use disposable Gloves</li> <li>2. Cover area with 1% Sodium hypochlorite</li> <li>3. Leave for 20 minutes</li> <li>4. Collect residue with disposable paper. Wipe and discard in bag</li> <li>5. Wash surface with detergent and dry. All waste, gloves, wipe, discard, seal and dispose as</li> <li>6. Clinical waste.</li> </ol> <p>Mops Cleaning – Detergent wash &amp; dry. Buckets – Detergent wash &amp; dry  (if contaminated 1% sodium hypochlorite overnight rinse &amp; dry)</p>				

**Subject: Cleaning of the water closet**

Materials required:

R-6/Harpic

Vim powder(To be used as per the supervisor instructions)

Pine gold/Disinfectant

Dettol

Nylon scrubber

WC brush

Discard towels

Check For:

- (a) Continuous flow of water,
- (b) Flush timer,
- (c) Missing or broken shoes/buffers,
- (d) Stained/scratched/broken/cracked/WC or WC seat,
- (e) Leakages under WC.

Process:

Flush out the water and spread R-6 all over the rim of WC and leave it for five minutes.

Scrub the seat and the seat cover with cleaning agent.

Wash it with water.

Using the WC scrub brush, thoroughly clean the WC and flush.

With a clean discard, wipe the WC, WC pipes and underneath the WC bowl.

Push out the water from the bowl and put pine gold in it.

Wipe the WC with clean discard.

Wipe the WC with dettol.

In case of any stubborn stains, report to the supervisors.

Do not use any hard abrasive on the WC.

Check under the grooves and rim of WC for sparkling cleanliness.

**Subject: Cleaning of the Washbasin**

Materials required:

Cleaning agent-R-1

Nylon scrubber



Discard towel

Toothbrush

Procedure:

Check the washbasin for cracks, loose fitting.

With the scrubber and cleaning agent scrub the washbasin and counter taking care to scrub the rim and the drain corners properly with a toothbrush. Remove all the trays and other item from the counter before starting.

Take out the washbasin stopper and remove any hair sticking on the washbasin stopper jail.

With the help of a toothbrush, clean the plastic jail properly removing any slime or stains from it.

Rinse the cleaning agent properly from the basin and dry it with a dry discard.

With a wet discard, wipe the bottle trap to remove any dust or cobwebs from it.

Lastly, pour some pine gole into the drain so that the water in the bottle does not give any odor and the washbasin is properly sanitized.

Standards to be maintained:

Washbasin should be sparkling clean.

Fitting should be shining after cleaning them with a mild-cleaning agent. There should be not watermarks.

Polish the fitting with chrome polish.

The bottle trap should be free of dust and cobwebs.

No hard abrasive to be used to prevent scratching.

In case of any stubborn stains, report to supervisor immediately.

**Subject: Cleaning of Marble surfaces/Granite/Tiles.**

Materials required:

Mild cleaning agent.(Bath/Spiral Solution)

Scrubber

Clean discard

Procedure:

Scrub the surface with mild cleaning agent and a scrubber.

Rinse the surface thoroughly.

In case of excessive stains seek marble polisher's help.

For any stubborn white water marks on floor corners spray super gel and leave for 5 minutes and rinse with wet and dry the floor with the help of discard.

Once a week area needs to be polished with terenova.

Daily areas need to be buff.

Use only dry mops.

### **Subject: Cleaning of Chrome fittings**

Materials required:

Cleaning agent-R-1 D-7

Discard

Toothbrush

Sponge

Chrome polish

Procedure:

Clean the surface with a cleaning agent and a sponge.

Rinse thoroughly

Wipe dry with a towel discard.

Apply chrome and shine.

Standards to be maintained:

Check for any loose screws, corroded or tarnished fittings, leakage, bends and dents, rust, salt deposition, detached chains.

All fixtures should be free of dust and depositions.

They should be chromed as and when needed, it tarnished.

If polish is not available use Vim to shine.

### **Subject: Brass polishing of movable fixture**

Materials required:

Dara

Flannel cloth

Tooth brush

Safety goggles

Tamarind or lemon wedges.

Mild detergent

Procedure:

Wash the article in a mild soap solution to remove dust, dirt, and mud.

Wipe dry with a soft cloth

Apply Dara with a soft toweling discard and rub the metal

Wipe off polish with a discard and shine it with a soft flannel for final finish.

### **Subject: Cleaning of upholstery**

Material required:

1. Upholstery brush

Procedure:

Check the upholstery for any loose threads, wobbly legs, nails sticking out, any pasting needed and any potlatch ups.

With the help of upholstery, brushes vigorously the dust starting from one end always remember to brush all the weave not against the fabric.

Brush the corners of the upholstery thoroughly.

In case of any stains spotting and shampooing to be done.

Make R-102 Solution for stain removing. Spiral can be used if R 102 is not available.

### **Subject: Cleaning of Looking mirrors**

Material required:

Glass cleaner

Feather duster

Flannel cloth

R-3

Procedure:

Dust the top of the glass with the feather duster to remove dust.

Neatly fold the glass cloth and spray glass cleaner on it and wipe the surface in a side ways motion or top to down.

Clean any oil stains or smudges on the mirror.

Finally, wipe with a lint free cloth.

The mirror should be sparkling after being cleaned.

### **Subject: Cleaning a glass window**

Materials required:

Glass cloth

Glass cleaner

Damp cloth should be lint free

2" paint brush

Dust pan

Feather duster

Procedure:

Check the cracks, loose glass.

Wipe the window glass and frame with a dry cloth or feather duster to remove loose dust.

Take a brush and clean the grooves.

Check the window or lock hinges. The latch should not be creaking.

Spray some glass cleaner onto a cloth and start wiping the outside of the window from top to downward.

Check the window for any stubborn stains.

Clean the glass from inside. Finally wipe with a yellow flannel cloth.

Check for any stains and fingerprints.

### **Subject: Cleaning of Telephones**

Material required:

Dettol

Cleaning agent

Discards

Toothbrush

Procedure:

Check the telephone for loose wires, clarity of voice, proper functioning of the buttons, proper dial tone, etc.

Clean the telephone with the help of a tooth brush and the cleaning agent.

Clean the hand set, around the buttons, grooves and the corners and telephone cradle.

The telephone should be cleaned patiently as it takes a long time to remove accumulated dirt from the grooves of the telephone.

The wire should also be cleaned with a wet cloth starting from the end pulling to the other end. If the wire is too dirty or has carbon stains it should be washed after soaking it in mild detergent for a few minutes.

Lastly disinfect the mouthpiece with a fresh dettol duster.

### **Personal Hygiene & Etiquette and Manners**

#### Personal Hygiene

- Staff must take bath daily.
- Staff to have regular haircuts and keep it clean. It should not appear greasy, oily or unclean.
- Men must shave daily. Those sporting moustaches must keep them clean & trimmed. Moustaches must not be below upper lip.
- Teeth must be brushed immediately before coming on duty. Do not eat onion or garlic or smoke before the beginning of the shifts. Please use a mouth wash.
- Nails should be kept short & clean.
- Hands must be free of stains and skin break. Cut and burns must be covered with the correct dressings and do not be left exposed. Wash hands with soaps after using toilet or after eating or handling refuse.
- Uniforms should be clean, laundered & ironed. Change uniforms regularly. Change personal clothes every day. Uniforms should not be worn outside the working premises and when not on duty.
- Shoes must be kept clean and free of stains. Shoes must be aired daily. Use socks that absorb moisture and change them every day. Talcum powder must be used in between toes to keep it from the smelling.

- Adequate sleep and rest, maintaining healthy diet, with regular exercises will contribute in enhancing your alertness, your attentiveness and your overall personalities.

### Etiquette and Manners

#### A. Talking to patients / Attendants

- While talking to patient / attendant always smile.
- Maintain interest & helpful expressions.
- Always look into the eyes of the person, maintaining eye contacts.
- Keep a distance of 2' while addressing them.
- Speak softly and clearly in your natural tone without using unnecessary hand movements & facial expressions.
- Maintain a very professional relationship with them and avoid getting personal.
- Never speak poorly of any colleague or of the organization with them.
- Do not bite nails or run hands through the hairs.
- Do not touch the nose or eyes or ears or the face.
- Chewing gums or other eatables must not be in the mouth.
- Cover your mouth with a handkerchief while coughing or sneezing.

#### B. While standing in public areas

- Stand erect, balancing the weight on both the feet and keeping the shoulders straight with the stomach in.
- Hands should be kept on the side or behind. Hands must not be in the pockets or on the hips or folded across the chest.
- Do not lean against a counter or against a wall or any other thing.
- Maintain poise at all times.
- Never move around in groups cause you are viewing the Patient / attendant

#### C. While Walking

- Walk at even pace without making any sound of the footsteps or running.
- Give patient / attendant way if approaching or if you are near door, then open the door for the patient / attendant.
- Always walk on the left hand side.

- Walk erect, maintaining poise at all the time.
- D. While talking to colleague
- Speak softly & politely in patient floor / critical areas.
  - Do not use slangs or abusive language.
  - Be aware of telecoms while in floor / public areas.
  - Do not shout in to the phone.
  - Never keep the patient / attendant waiting to use a telephone.
  - Avoid personal calls at work.

In addition to what has been provided in the Scope of Services, the National Guidelines for Clean Hospitals applicable to Tertiary Care Hospitals, Hospitals associated with Medical Colleges & Super-specialty Hospitals in India, 2015, published by Ministry of Health & Family Welfare, Government of India and the standards prescribed thereto will be applicable for the services being rendered by the Service Provider, to the extent it is not contrary to the Schedule of Requirements.

The performance of the Service Provider will be evaluated as per performance indicators devised by the Corporation in terms of what has been provided in the Schedule of Requirements or otherwise and compared against measurable performance benchmark to know the level of performance. The Service Provider thus shall make its best efforts at all material times, to score favourably in terms of such performance indicators devised by the Corporation.

## CHECKLIST FOR CLEANING PROCEDURE AND METHODOLOGY

NABH reference: HIC 2

NABH Version No. - LAU/HIC2/ Cleaning Schedule/ver 1.0, 1<sup>st</sup> Dec 2008

D = Daily      W= Weekly      M= Monthly

\* Additionally as and when required

\*\* During the running unit/ working hours

\*\*\* Public Area washroom and OPD, a boy will be stationed here

Sl. No.	Cleaning Element	Very High Risk Area			High Risk Area			Moderate Risk Area			Low Risk Area		
		D	W	M	D	W	M	D	W	M	D	W	M
		No. of Times			No. of Times			No. of Times			No. of Times		
1.	Garbage removal (inside the unit)	After every case			8:00 AM, 12:30 PM & 3:30 PM*			×			×		
2.	Brushing	After every case			9:00 AM, 3:00 PM & 9:00 PM			7:30 AM & 4:00 PM			* 7:30 AM		
3.	Wiping	Every 1 hr. **			Every 2 hr. **			7:30 AM & 4:00 PM			8:00 AM		
4.	1 <sup>st</sup> Mopping with wizard	Before & After every case			* Mopping the unit with wizard after every 3			8:00 AM			8:00 AM		



					hours **							
5.	2 <sup>nd</sup> Mopping with wizard	Before & After every case			* Mopping the unit with wizard after every 3 hours **			5:00 PM			×	
6.	Garbage removal from Unit to Central garbage Room	12:30 PM & 3:30 PM*			2:00 PM & 8:00 PM*			7:30 AM, 12:30 PM & 3:30 PM*			8:00 PM	
7.	Brushing in the unit corridor	Frequent or continuously			Frequent			Frequent			×	
8.	Wiping of the doors and windows of the unit	Every 1 hr. **			Every 4 hrs.			Every 6 hrs.			Every 12 hrs.	
9.	Mopping with wizard in unit corridor	Every 1 hr. **			Every 2 hrs.*			Frequent			8:00 AM	
10.	Mopping with Sodium Hypochlorite in unit corridor	Every 4 hrs. **			Every 6 hrs. **			Every 12 hrs. **			8:00 AM	
11.	Washroom cleaning with wizard	Every 30 mins.			Every 30 mins.			* Every 1 hr. ***			Every 4 hrs.	
12.	Washroom cleaning with Sodium	* Every 4 hrs. **			* Every 6 hrs. **			* Every			Every 6 hrs.	

	Hypochlorite							8 hrs. **					
13.	Mass cleaning with vaccum and soap water including Vents, exhausts	0	1	4	0	1	4	0	1	4	0	1	4

Zone	Units/ Departments
Very High Risk Area	OT Area
	Labour Room
	ICU
	CCU
	ICCU
	NICU
	PICU
High Risk Area	Emergency
	Micro Biology
	CSSD
Moderate Risk Area	IPD Room
	IPD Ward
	Kitchen
	Cafeteria
	Pathology Lab
	Diagnostic Area
	Public Wash Room
	Lobby
	OPD Area
	Pharmacy
	Procedure Room
	Treatment Room
Low/ Minimal Risk Area	Record Room
	Storage Room
	Engineering Office
	Administrative Office
	Accounts Section
	Outside Area/ Campus

Modalities	Items
	All types of doors
	Door Grills
	Overhead Door
	Surrounding Frames
	Door Glass
	Door Closure
	Blood Strain

Wiping	Spillage
	Room Divider
	Low Partitioning Wall
	Cubical Wall
	Patient Bed
	Bed Railings
	Interior Window/ Glass
	Patient Equipments
	Wheel Chair
	Bed Side Table
	Call Bell
	Chairs
	Stools
	Cabinet
	Desk
	Work Station
Phone	
Brushing	Cots
	Mattress
	Rugs

### **Abbreviations**

BMW	:	Bio Medical Waste
CCU	:	Critical Care Unit
CSSD	:	Central Sterile Services Department
ICU	:	Intensive Care Unit
ICCU	:	Intensive Cardiac Care Unit
IPD	:	In-Patient Department
NABH	:	National Accreditation Board for Hospitals & Healthcare
NICU	:	Neo-Natal Intensive Care Unit
OPD	:	Out-Patient Department
OT	:	Operation Theatre
PICU	:	Paediatric Intensive Care Unit
SOP	:	Standard Operating Procedures
WC	:	Water Closet

**SECTION - IV**  
**BIDDING FORMS**

**FORM - 1**

**COVERING LETTER**

*(On the letter head of the bidder)*

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

Sir,

Subject: Bid in response to your e-NIT bearing Bid Reference No. WBMSCL/ NIT-14/2016 dated 03.03.2016 (Package \_) for Integrated Facility Management Services in 41 Multi / Super Specialty Hospitals across West Bengal in 4 Packages

With reference to your e-NIT bearing Bid Reference No. WBMSCL/ NIT-14/2016 dated 03.03.2016 for selection of Service Provider for the abovementioned purpose, we hereby submit our Technical Bid and Financial Bid online for your consideration.

We do hereby confirm that we have gone through and accept all the terms and conditions of the Bidding Documents and e-NIT bearing Bid Reference No. WBMSCL/ NIT-14/2016 dated 03.03.2016 for for Integrated Facility Management Services in 41 Multi / Super Specialty Hospitals across West Bengal in 4 Packages.

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

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

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

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

Yours faithfully,  
For [Name of bidder]

[Signature]  
Place:  
Date:

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

**FORM - 2****QUALIFICATION INFORMATION**

*(On the letterhead of the bidder)*

1.
  - a) Name:
  - b) Address of the corporate headquarters:
  - c) Date of incorporation and / or commencement of business:
  
2. Brief description of the company / partnership including details of its main lines of business:  
(Information and activities in brief of the bidder in not more than 1 page of A-4 size is required to be submitted which may be annexed to this Form)
  
3. Details of individual(s) who will serve as the point of contact/ communication for the bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Telephone Number:
  - (e) E.mail address:
  - (f) Fax Number:
  
4. Particulars of the authorised signatory of the bidder:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Telephone Number:
  - (e) E-mail address:
  - (f) Fax Number:
  
5. Number of years of experience of the bidder in the respective field of operation (as on date of submission of the bid):

6. Bank Account Details of the bidder (Name of the Bank, Branch and address, Type of Accounts, IFSC Code):
  
7. Staffing Plan and monitoring mechanism at all levels planned for this scheme for which the bidder is submitting the bid:

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

For (name of bidder)

Date:

[Signature]

Place:

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

**FORM - 3****e-NIT ACCEPTANCE FORM**

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

**AFFIDAVIT**

This is to certify that we, M/s. \_\_\_\_\_, in submission of this bid confirm that all the terms and conditions of the Bidding Documents (Bid Reference No. WBMSCL/ NIT-14/2016 dated 03.03.2016) and all its Sections, viz. the e-NIT, the ITB, the Schedule of Requirements, the Bidding Forms, the Service Agreement and all Corrigenda and clarifications issued to the Bidding Documents are read and accepted without any modification or conditions.

For [Name of bidder]

Place:

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

[Date]

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



**FORM -4**

**DECLARATION BY WAY OF AFFIDAVIT**

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

**AFFIDAVIT**

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

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

For [Name of bidder]

[Signature]  
Place:

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

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

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

KNOW ALL MEN BY THESE PRESENTS THAT WE, .....[insert the name of the bidder]..... a company incorporated under the Companies Act, 1956/ a partnership within the meaning of the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2009 and having its registered office/ office at .....[insert address] .....(hereinafter referred to as the bidder) acting through .....[insert name of the person giving the Power of Attorney].....presently holding the position of ..... (insert designation of the person giving the Power of Attorney) having been authorized by the partners/ Board of Directors inter alia, to execute contracts in the name of and for and on behalf of the bidder do hereby constitute, appoint and authorize ..... (insert name, designation and residential address of the person to whom the Power of Attorney is being given)..... as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid in respect of Bid Reference No. WBMSCL/ NIT-14/2016 dated 03.03.2016 of the West Bengal Medical Services Corporation Limited (hereinafter "the Corporation"). We hereby further authorize the above attorney for signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid and such documents related to the bid, and providing responses and representing us in all the matters before the Corporation in connection with the bid for the said tender till the completion of the bidding process. We accordingly hereby nominate, constitute and appoint abovenamed person, as the lawful attorney to do all or any of the acts specifically mentioned immediately herein above. We do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this Power of Attorney and the acts of the attorney to all intents and purposes are done as if the same had been done on behalf of the company if these presents had not been made.

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

For  
[Name of bidder]

[Signature]

Place:

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

Witnesses:

- 1.
- 2.

[Notarised]

Accepted

\_\_\_\_\_

(Signature)

(Name, Title and Address of the Attorney)

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

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

RESOLVED THAT Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for “Integrated Facility Management Services in 41 Multi / Super Specialty Hospitals across West Bengal in 4 Packages” issued by West Bengal Medical Services Corporation Limited (hereinafter “the Corporation”), including signing and submission of all documents and providing information / responses to the Corporation, representing us in all matters before the Corporation, and generally dealing with the Corporation in all matters in connection with our bid for the said Services.

**Certified true copy**

-----

**(Signature, Name and stamp of Company Secretary)**

**Notes:**

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

**FORM - 7**  
**LETTER OF FINANCIAL BID**

*{On the letterhead of the bidder}*

Date:

Bid Reference No. : \_\_\_\_\_ dated \_\_\_\_\_

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

Sir,

Subject: Bid in response to your e-NIT bearing Bid Reference No. WBMSCL/ NIT-14/2016 dated 03.03.2016 for Integrated Facility Management Services in 41 Multi / Super Specialty Hospitals across West Bengal in 4 Packages (Package \_)

We, the undersigned, declare that:

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

Yours faithfully,

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

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

Dated: [●]

**Certificate of Financial Capacity**

We certify that M/s \_\_\_\_\_, which is a company registered under the Companies Act, 1956/ 2013 / partnership firm within the meaning of Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2009 as per its audited books of accounts, has the following turnover in the last three financial years:

<b>Financial Year</b>	<b>Turn Over</b>
2014-2015	
2013-2014	
2012-2013	

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

Name of Chartered Accountant:

Seal of Chartered Accountant:

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

FORM - 9FORM FIN-1 : FINANCIAL SITUATION

Each bidder must fill in this form

		Financial Data		
		Year 1 (2014-2015)	Year 2 (2013-2014)	Year 3 (2012-2013)
		<b>Information from Balance Sheet</b>		
1.	Total Assets			
2.	Total Liabilities (secured loans, unsecured loans and current liabilities)			
3.	Misc. expenditure to the extent not written off			
4.	<b>Net worth (1-2-3)</b>			
A.	<b>Investments<sup>1</sup></b>			
B.	<b>Current Assets</b>			
i.	Inventories			
ii.	Sundry debtors			
iii.	Cash & Bank and other current assets <sup>2</sup>			
iv.	Loans & Advances <sup>3</sup>			
	<b>Total Current Assets</b>			
C.	<b>Current liabilities and provisions</b>			
i.	Current liabilities and provisions			
ii.	Provisions			
iii.	Unsecured loans <sup>4</sup>			
	<b>Total Current liabilities and provisions</b>			

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



**FORM FIN-2 : ANNUAL TURNOVER**

Each bidder must fill in this form

Year	Amount in INR
2014-2015	
2013-2014	
2012-2013	

**FORM - 10****FORM OF NOTIFICATION OF AWARD****(BY SPEED POST WITH ACK. DUE)***(On the letter head of the Managing Director of the Corporation)*

No. : \_\_\_\_\_ /

Dated :

Name &amp; Address of the Selected Bidder

Dear Sirs,

Sub: Bid Reference No. WBMSCL/ NIT-14/2016 dated 03.03.2016

Ref: Your tender dated \_\_\_\_\_ and letter dated \_\_\_\_\_

This is to notify you that your bid under reference has been accepted by us at a consolidated rate of Rs.\_\_\_\_\_ per square foot per month (Rupees \_\_\_\_\_ only) for Integrated Facility Management Services in Package A/ Package B/ Package C/ Package D in 41 Multi / Super Specialty Hospitals across West Bengal in 4 Packages.

Pursuant to Clauses \_\_ and \_\_ of the Service Agreement, you are required to furnish Performance Security for an amount of Rs. 2,00,00,000/- (Rupees Two Crores only), within 10 days of receipt of this Notification of Award.

You are requested to contact \_\_\_\_\_ (complete designation and address of the in-charge) to sign and date the Service Agreement and return the same to the undersigned. It may be noted that no payment shall be made for any services rendered by you till the Service Agreement is executed and till such time the Performance Security has been submitted by you.

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

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

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

Yours faithfully,

We confirm

For West Bengal Medical Services Corporation Ltd.

For [name of Selected Bidder]

[Managing Director]

[Signature]

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of Selected Bidder]

[Date]

**FORM - 11****BID SECURITY BANK GUARANTEE**

[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: West Bengal Medical Services Corporation Limited, having its registered office at Swasthya Sathi, GN- 29, Bidhannagar, Sector - V, Salt Lake, Kolkata-700 091

A/c. No.: 105605003391

Name of account holder: West Bengal Medical Services Corporation Limited

Bank name and branch: ICICI Bank, Bidhan Nagar Branch

IFS Code: ICIC001056

Date: Bid Security No:

We have been informed that .....name of the bidder..... (hereinafter called "the Bidder") has submitted to you its bid dated..... (hereinafter called "the Bid") for the execution of contract for Integrated Facility Management Services in 41 Multi/ Super Specialty hospitals in 4 Packages under Bid Reference No.: WBMSCL/ NIT-14/2016 dated 03.03.2016 (the "NIT")

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security.

At the request of the bidder, we [Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs. 20,00,000/- (Rupees Twenty Lakhs only) upon receipt by us of your first demand in writing accompanied by a written statement stating that the bidder is in breach of its obligation(s) under the bid conditions, because the bidder :

- (a) Withdraws its bid during the period of bid validity specified by the bidder, except as provided in ITB 16.2;
- (b) Engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1;
- (c) Declared disqualified in terms of ITB 4.3;

- (d) Fails to:
  - i) sign the Service Agreement in accordance with ITB 36.1;
  - ii) furnish a Performance Security in accordance with ITB 37.1;
- (e) Otherwise in breach of the terms of the Bidding Documents.

This guarantee will expire: (a) if the Bidder is the Selected Bidder, upon receipt of copies of the Service Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder, and (b) if the Bidder is not the Selected Bidder, upon the earlier of (i) our receipt of a notice from you that the Service Agreement has been signed with the Selected Bidder, or (ii) 180 days from the date hereof.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

This Guarantee will neither be cancelled nor revoked by the Bank without the written authorization of West Bengal Medical Services Corporation Limited.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[Bank's seal and authorized signature(s)]

**FORM - 12****CHECK-LIST OF DOCUMENTS**

*[To be filled and included with the physical copy of the bid]*

<b>Sl. No.</b>	<b>Document to be submitted</b>	<b>Checked by bidder</b>	<b>Checked by Corporation</b>	<b>Remarks</b>
1.	Covering Letter (as per the format given in Form 1)			
2.	Qualification Information (as per format given in Form 2)			
3.	NIT Acceptance Form (as per format given in Form 3 hereof)			
4.	Declaration by way of Affidavit (as per format given in Form 4)			
5.	Power of Attorney in favour of signatory of the bid (as per format given in Form 5) or Board Resolution in favour of signatory of the bid (as per format given in Form 6) whichever is applicable			
6.	Letter of Financial Bid (as per format given in Form 7)			
7.	Financial Capacity of Bidder (as per format given in Form 8)			
8.	Financial Situation (as per format given in Form FIN - 1 of Form 9)			
9.	Annual Turnover (as per format given in Form FIN - 2 of Form 9)			
10.	Bid Security Bank Guarantee (as per format given in Form 11)			
11.	Memorandum and Articles of Association/ Deed of Partnership			
12.	PAN Card			
13.	Relevant pages of passbook/ Bank Statement showing Account No. and IFS Code			
14.	License under The Contract Labour (Regulation & Abolition) Act, 1970			
15.	Certificate of registration under the Employees State Insurance Act, 1948			
16.	EPFO Registration Certificate			
17.	Letter recording issue of PAN			

18.	Letter recording Service Tax registration			
19.	Income Tax Returns for the financial years 2012-2013, 2013-2014 and 2014-2015			
20.	Audited Balance Sheets for the financial years 2012-2013, 2013-2014 and 2014-2015			
21.	License for providing pest control under the Insecticide Rules			
22.	License under The Private Security Agencies Regulation Act			
23.	Documents showing experience in supply of manpower of at least 50 in number being deployed at a single site/ office of the organisation, within the last 3 (three) financial years, for a minimum period of 180 days, for carrying out either security services or housekeeping services or both, out of which 2 (two) shall be hospitals/ health care facilities			
24.	Certificate from the service recipients stating that the service has been satisfactory and no adverse report was obtained within the last 3 (three) financial years (minimum 2, out of which 1 shall be hospital/ health care facility)			
25.	Entire Bidding Documents comprising of all the Sections duly signed and stamped			

**FORM - 13****FORM OF PERFORMANCE SECURITY***(To be executed on stamp paper of appropriate value)*

B.G. No.

Date: [●]

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

**WHEREAS**

In consideration of West Bengal Medical Services Corporation Ltd. (WBMSCL) having agreed under the terms and conditions of Agreement made vide its Notification of Award No. \_\_\_\_\_ dated \_\_\_\_ in favour of \_\_\_\_\_, a \_\_\_\_\_ registered under the \_\_\_\_\_ Act, \_\_\_\_ and having its registered office/ office at \_\_\_\_\_ (hereinafter called "the said Service Provider", which expression shall unless it be repugnant to the subject or context thereof include its successors-in-interest and/ or assigns) for integrated facility management services in Package A/B/C/D in 41 Multi / Super Specialty Hospitals across West Bengal in 4 Packages under Bid Reference No. : WBMSCL/ NIT-14/2016 dated 03.03.2016 (hereinafter called the said "Service Agreement") the Service Provider having agreed to production of an irrevocable Bank Guarantee for Rs. 2,00,00,000/- (Rupees Two Crores only) as a Guarantee for compliance of its obligations in accordance with the terms and conditions in the said Agreement:

1. We [Name of the Bank], having our registered office at \_\_\_\_\_ and a branch at \_\_\_\_\_ (hereinafter referred to as the "Bank"), at the request of the Service Provider, do hereby in terms of the bidding documents, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and performance of the obligations of the said Service Provider as contained in the said bidding documents and unconditionally and irrevocably undertake to pay forthwith to WBMSCL at A/c. No. 105605003391 of "West Bengal Medical Services Corporation Limited" with ICICI Bank, Bidhan Nagar Branch, IFS Code: ICIC0001056, an amount of Rs. 2,00,00,000/- (Rupees Two Crores only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse,



contest or protest and without reference to the Service Provider, if the Service Provider shall fail to fulfil or comply with all or any of the terms and conditions contained in the said bidding documents and on its part to be paid, observed and performed.

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

7. In order to give full effect to this Guarantee, WBMSCL shall be entitled to treat the Bank as the principal debtor. WBMSCL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said bidding documents or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said bidding documents by the said Service Provider or to postpone for any time and from time to time any of the powers exercisable by it against the said Service Provider and either to enforce or forbear from enforcing any of the terms and conditions contained in the said bidding documents or the securities available to WBMSCL and the Bank shall not be released from its liability under these presents by any exercise by WBMSCL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Agent or any other forbearance, act or omission on the part of WBMSCL or any indulgence by WBMSCL to the said Agent or by any change in the constitution of WBMSCL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for WBMSCL to proceed against the said Service Provider before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which WBMSCL may have obtained from the said Service Provider or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of WBMSCL in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs. 2,00,00,000/- (Rupees Two Crores only) and this Guarantee shall be valid for a period of 12 months. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

Dated: \_\_\_\_\_

Signed and Delivered by \_\_\_\_\_ Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

## SECTION - V

### SERVICE AGREEMENT

**THIS AGREEMENT** is entered into on this the [•] day of [•], 2016

#### AMONGST

**WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED**, having its principal office at Swasthya Sathi, GN-29, Bidhannagar, Sector - V, Kolkata 700 091 (hereinafter referred to as the “**AUTHORITY**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the **ONE PART**:

#### AND

[•], a company/partnership firm incorporated under the provisions of the [•] Act, having its registered office/ office at [•], (hereinafter referred to as the “**SERVICE PROVIDER**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the **OTHER PART**:

#### **WHEREAS:**

- A. The Health & Family Welfare Department, Government of West Bengal (for short GoWB) is setting up 41 (forty-one) Multi / Super Specialty Hospitals across the State of West Bengal, in connection with which the Authority has been entrusted to manage housekeeping and security services in these hospitals.
- B. The Authority has decided to outsource the entire job of facility services to reputed and competent agency / agencies to be selected through a transparent and competitive bidding process.
- C. At the instance of the GoWB, the Authority invited bids by its Notice Inviting e-Tender dated 03.03.2016 (the “e-NIT”) for selection of a Service Provider for providing integrated facility management services in 41 Multi / Super Specialty Hospitals across West Bengal in 4 Packages (hereinafter referred to as “the facilities”)

- D. The Authority has prescribed the technical and financial terms and conditions, and invited bids from interested parties for undertaking the Services.
- E. After evaluation of the technical and financial bids received, the Authority had accepted the bid of the Service Provider being the Selected Bidder and issued Notification of Award No. [•] dated [•] (hereinafter called the “NoA”) to the Service Provider requiring, *inter alia*, the execution of this Service Agreement from \_\_\_\_\_.

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

**I. ENTRUSTMENT**

The Authority has offered to the Service Provider and the Service Provider has accepted to provide the Services on a principal to principal basis, for a period of 12 (twelve) months commencing from \_\_\_\_\_ (Effective Date) and ending with \_\_\_\_\_ (End Date) on the terms and conditions more specifically set out hereinafter. Upon expiry of 12 months from the Effective Date, the Authority may upon taking prior approval of GoWB, grant further extension to the Service Provider for such period, as it may deem fit and proper, on mutually agreed terms and conditions.

From the Effective Date, the Service Provider may not be required to render all the Services at all the facilities and the Service Provider will be required to deploy only such number of personnel as may be required for rendering the Services, at the facilities forming part of the package awarded to the Service Provider. From time to time, the Authority shall intimate the area of the facility which will be required to be manned by the personnel deployed by the Service Provider. Any notice for increasing the area of the facility over which the Services will be required to be rendered from a particular calendar month, will be issued by the Authority at least 10 days prior to the expiry of the previous month. Under no circumstances, the Authority shall give a notice for increasing the area of a particular facility, more than once in a calendar month to the Service Provider. The Monthly Contract Fee to be paid to the Service Provider shall be calculated and enhanced on the basis of such area as may be

required to be manned by the Service Provider from time to time, with the rate quoted by the Service Provider in the Financial Bid kept fixed for such period of 12 months.

## **II. NUMERICAL STRENGTH OF PERSONNEL**

Depending upon the area of the facilities across which the Service Provider will be required to provide the Services, the Service Provider shall determine the numerical strength of the personnel required to be deployed and their maximum hours of work, days of work and shift schedule, in consultation and with concurrence of the Authority.

## **III. REPRESENTATIONS AND WARRANTIES BY THE SERVICE PROVIDER**

The Service Provider warrants and represents that:

- (i) The person signing this Service Agreement on behalf of the Service Provider represents and covenants that he has the authority to so sign and execute this Service Agreement on behalf of the Service Provider for whom he is signing.
- (ii) The Service Provider is fully authorized and has all capacity and power to enter into and perform this Service Agreement in accordance with the terms and conditions stated herein.
- (iii) The execution of this Service Agreement does not violate any covenant stipulation/condition of any agreement/deed entered into by the Service Agreement with any third party.
- (iv) The Service Provider shall comply with all statues, bye-laws, regulations (including all labour and service legislations) and requirements of any Government or other competent authority relating to them for conducting the matters, which are the subject matter of this Service Agreement.
- (v) The Service Provider have obtained all statutory licences and approvals necessary for carrying out the functions and has no legal impediments to perform the obligations hereunder.

## **IV. COMPLIANCE WITH LAW**

The Service Provider hereto agrees that it shall comply with all applicable laws, ordinances and codes in performing its obligations hereunder, including the procurement of licenses, approvals, certificates and any other requirements with regard to the Services to be provided hereunder. If at any time during the term of this

Service Agreement, it comes to the attention of the Service Provider that it is or may be in violation of any law, ordinance, regulation or code (or if it is so decreed or adjudged by any court, tribunal or other authority having competent jurisdiction), the Service Provider shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects.

## V. COVENANTS OF THE SERVICE PROVIDER

The Service Provider covenants as follows:

### (i) UNDERTAKING

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

### (ii) APPROVALS AND LICENSES

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

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

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

### (iii) PAYMENT TO EMPLOYEES

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

(iv) RESPONSIBILITY FOR ALL CLAIMS OF ITS EMPLOYEES

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

(v) UNIFORM

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

(vi) ATTENDANCE REGISTER

The Service Provider shall maintain a Register for marking the attendance of the employees deployed by it. Such attendance will be required to be marked on every shift for which the employees are being deployed and amongst its employees, the Service Provider shall designate one or more persons in each facility who will be responsible for marking the attendance in each shift. The Authority through its representatives shall be entitled to verify and audit the Attendance Register and it shall be the duty of the Service Provider to produce such Attendance Register, when required.



(vii) **CONSUMABLES AND MACHINES**

For rendering the Services as provided above, a list of consumables and machines which are required to be put in use are provided in the Schedule of Requirements. It shall be the obligation of the Service Provider to purchase the said consumables and machines at its own cost and use and/ or deploy such consumables and machines for rendering the Services as detailed above. Under no circumstances, shall the Service Provider express its inability to perform the Services due to want of sufficient consumables and/ or machines or claim reimbursement from the Authority for the cost incurred by it for purchase/ procurement of such consumables and/ or machines.

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

**VI. GENERAL OBLIGATIONS OF THE SERVICE PROVIDER**

- (i) To ensure that the personnel deputed at the facilities have adequate knowledge and experience of the Services required to be rendered and are punctual and disciplined in all manner.
- (ii) To ensure that the personnel deputed should be physically and medically fit, free from all infections / diseases. The Service Provider shall get its employees medically examined before deployment at the facilities and submit medical fitness certificate as and when instructed by the Authority.
- (iii) To ensure at all material times that sufficient number of personnel are deployed at the facilities are always present and to ensure that if any of its employees who are require to make themselves present for rendering the Services as aforesaid, fails to make himself present, then replacement personnel for such employees shall be required to be sent by the Service Provider, having similar level of skill, qualification and training. Prior intimation of any personnel who are scheduled to take leave and the name and details of the replacement of such employees is to be provided by the Service Provider, at least 3 working days in advance.
- (iv) To ensure that none of its personnel are reporting on duty in a drunken state or under consumption of drugs and prohibited substances while on duty.

- (v) To ensure that the personnel who are deployed, have a prior experience of having worked satisfactorily in the post in which he/ she is being deployed and are of sound character and proven integrity and are qualified and competent to carry out the duties assigned to them.
- (vi) To take the greatest possible care and adequate preventive measures against theft, fire, accident, sabotage, pilferage or damage of the Authority's property or of the hospital management including medicines, consumables, machineries and equipments or of any property of the patients, visitors, doctors and staff. The Service Provider shall ensure that no theft, pilferages or damages to property, medicines, machineries and equipments, etc., take place during the tenure of the Service Agreement. The Service Provider to ensure that no property of the Authority or of the hospital management is removed by any official / private person, without a proper Gate Pass issued by the authorised officials of the Authority. In case any theft or damage or accident occurring during the Service Agreement, the Service Provider shall be held responsible for such losses and damages if the loss or damage is attributable or was caused due to negligence of the Service Provider. The Service Provider shall attend all the police cases during the tenure of the Service Agreement, if required and instructed by the Authority. No report for any loss / damage to the property of the Authority or the hospital management shall be lodged with the police by the Service Provider without the written approval of the Authority.
- (vii) To provide the Authority and / or the Block Medical Officer of Health (BMOH) / the Superintendent of Hospital with a list of the personnel (including list of replacement/ *badli* workers) to be deployed at all the facilities periodically, as may be required.
- (viii) To ensure that the personnel deployed maintain perfect discipline and behaviour and they shall not in any manner cause any interference, annoyance, nuisance to the officials, doctors and staff of the Authority or the Hospital management in carrying out in discharge of their respective duties. The Authority and/ or the Superintendent of Hospital, shall be at liberty to object to and require the Service Provider to remove forthwith from the facility any person employed by the Service Provider if in the opinion of the Authority and/ or the Superintendent of Hospital, such person has caused misconduct, is incompetent or negligent in proper performance of his duties or his

employment is otherwise considered undesirable. The decision of the Authority and/ or the Superintendent of Hospital shall be unquestionable and final and the Service Provider shall be under obligation to replace such a person.

- (ix) The personnel who are required to work in a particular shift shall not leave the facility unless properly relieved by the next set of personnel of the following shift, as may be applicable. The facilities shall not be left unmanned at any time during the period of the Service Agreement.

#### **VII. FIDELITY INSURANCE COVER**

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

#### **VIII. CONSIDERATION**

- (a) On and from the Effective Date till the date of termination/ the End Date (whichever is earlier), the Service Provider shall have the sole and exclusive right to demand, collect and appropriate the agreed Monthly Contract Fee from the Authority in accordance with this Service Agreement. No employee of the Service Provider shall make any demand of wages, fees, charges in any nature whatsoever to the Authority. Upon completion of each calendar month, the Service Provider will submit package-wise invoice / bill by the 5<sup>th</sup> of the succeeding month to the Authority at Swasthya Sathi building, in the manner prescribed in Schedule - A of this Service Agreement and complete in all respects, containing the extracts of all the facilities separately forming part of

the package and duly countersigned by the Superintendent of the Hospital. Upon receipt of such bill/ invoice, the Authority shall make payment of 50% of such Monthly Contract Fee, within 10 days thereafter. The balance 50% of the Monthly Contract Fee will be paid after examining the correctness and completeness of the invoice and supporting documents and after making necessary adjustments for Liquidated Damages or otherwise, which shall be calculated and recorded properly. The Authority shall complete such verification and deduct such Liquidated Damages, within the 28<sup>th</sup> of the succeeding calendar month. Disbursement of the Monthly Contract Fee by way of bank transfer to the designated bank account of the Service Provider. Along with the 2<sup>nd</sup> tranche of payment, the Authority shall also provide a break-up of the deductions made on account of Liquidated Damages separately.

- (b) The Monthly Contract Fee shall comprise of the rate per sq. ft. per month quoted by the Service Provider multiplied by the carpet area of the facilities, which is to be required to be manned by the personnel deployed by the Service Provider as per intimation given by the Authority in each calendar month.
- (c) Applicable Service Tax and other such taxes, cesses and levies will be claimed in the invoice/ bill by the Service Provider, payment whereof shall be made by the Authority along with the Monthly Contract Fee being disbursed to the Service Provider.

#### **IX. LIQUIDATED DAMAGES**

The Authority would deduct a portion of the Monthly Contract Fee due to the Service Provider for any calendar month after the Effective Date, if the Service Provider fails to meet during that calendar month, the performance parameters as described hereinbelow. The deduction of the Monthly Contract Fee would be calculated in the following manner :

Sl. No.	Performance Parameters	Methods of Quantification of pre-estimated genuine Liquidated Damages
1.	Failure to provide uniform for any of its personnel or if personnel not	Rs. 100/- per person per day

	found in proper uniform	
2.	Failure to commence Services within the stipulated date	Rs. 10,000/- per day
3.	Supervisor and/ or his replacement, if found to be absent	Rs. 1,000/- per day
4.	Failure to dispose the garbage	Rs, 500/- per location per day
5.	If quality of work is found unsatisfactory and there is a complaint by the patient and/ or the hospital staff and upon it being proved that such complaint was justified	Rs. 1,000/- per day per instance
6.	Proven misbehavior by the Service Provider's personnel	Rs. 500/- per incident
7.	Recurrence of such irregularities in Sl. 1 to 8 above	Double amount of the Liquidated Damages as specified in Sl. 1 to 8 above
8.	Failure to make labour law related compliances with respect to its employees, like non-payment of PF, ESI, etc.	Rs. 1,000/- per person per day

The Authority either by itself, or through the Superintendent of each hospital/ CMOH of each district, shall carry out routine checks and pmonitor the Sevrices being rendered by the Service Provider. If any irregularities are found, the Authority shall send a statement of irregularities to the Service Provider, who shall be liable to give explanation for all such irregularities to the Superintendent. If required, the Authority shall give an oral hearing to the Service Provider in this regard and thereafter, the Authority shall decide as to the quantum of Liquidated Damages that may be

imposed, after which such deductions on account of Liquidated Damages shall be carried out from the Monthly Cointract Fee payable to the Service Provider.

**X. HOLIDAYS**

The list of holidays as is applicable for the Service Provider and/ or its employees will be circulated by the Authority prior to the Effective Date. The Service Provider will be entitled to charge the Authority extra on a pro-rata basis (calculated on the basis of minimum wages of the personnel deployed as per Annexure A in the Schedule of Requirements and a 10% service charge of the Service Provider on the total minimum wages of the personnel so deployed) for duties, if any, performed by the Service Provider's personnel on any such holidays.

**XI. NO EMPLOYER - EMPLOYEE OR MASTER SERVANT RELATIONSHIP**

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

**XII. SERVICE PROVIDER'S INDEMNITY**

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

### **XIII. TERMINATION**

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

- (i) If the Service Provider or any of its employee, is found to be guilty of fraud or cheating or misappropriation of funds or property or any other offense involving moral turpitude, or
- (ii) If the Service Provider or any of its personnel engaged by it if found to be negligent, by the officers / personnel of the Authority in the performance of his / their duties, or
- (iii) If the Service Provider or any of its personnel engaged by it if found to be guilty of any misconduct or of any dereliction of their duties, by the officers / personnel/ agents of the Authority, or
- (iv) If the Service Provider fails to execute the work entrusted to the satisfaction of the Authority, or
- (v) If the Service Provider fails to discharge its legal obligations towards it's employees deployed at the facilities for a continuous period of 3 months or for a period of 4 months in a calendar year, or
- (vi) If for any reason, whatsoever, the Service Provider is not able to perform their part under this Service Agreement for continuous period of 10 (ten) days, or
- (vii) If the Service Provider commits breach of any of the clauses of the Service Agreement, or
- (viii) If the Authority is required to pay any damages and / or compensation and / or any payment to their patients / visitors on account of any negligent action and / or misbehaviour on part of the Service Provider or its personnel.

### **XIV. VACATING THE FACILITIES**

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

**XV. DISPUTE RESOLUTION MECHANISM**

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

- (a) the dispute shall be settled under the rules of arbitration of the Arbitration & Conciliation Act, 1996 (including any amendment(s) or re-enactments thereof),
- (b) the dispute shall be settled by a sole Arbitrator to be appointed by the Principal Secretary, Department of Health & Family Welfare of the Government of West Bengal, India,
- (c) the arbitration shall be conducted in accordance with the rules of the Arbitration & Conciliation Act, 1996 (including any amendment(s) or re-enactments thereof),
- (d) the arbitration shall be held at Kolkata,
- (e) Courts at Kolkata shall alone have jurisdiction (to the exclusion of all other Courts) to entertain all disputes arising out of the Service Agreement, and
- (f) the arbitration shall be conducted in English.

**XVI. MISCELLANEOUS****(a) Governing law and jurisdiction**

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

**(b) Waiver of immunity**

Each party unconditionally and irrevocably:

- (i) agrees that the execution, delivery and performance by it of this Service Agreement constitute commercial acts done and performed for commercial purpose;
- (ii) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Service Agreement or any transaction contemplated by this Service Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the party with respect to its assets;



- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

**(c) Delayed payments**

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

**(d) Waiver**

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

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

Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of this Service Agreement

or any obligation thereunder nor time or other indulgence granted by a party to the other party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

(d) Exclusion of implied warranties etc.

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

(e) Entire Agreement

This Service Agreement constitutes a complete and exclusive statement of the terms of the agreement between the parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the parties and duly executed by persons especially empowered in this behalf by the respective parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Service Agreement are abrogated and withdrawn.

(f) Severability

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

(h) Third Parties

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

(i) Successors and Assigns

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

(j) Notices

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

- (a) in the case of the Service Provider, be given by facsimile, by electronic mail or by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Service Provider may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Kolkata may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Kolkata may from time to time designate by notice to the Authority;
- (b) in the case of the Authority, be given by facsimile, by electronic mail or by letter delivered by hand and be addressed to the Managing Director of the Authority with a copy delivered to the Authority's Representative or such other person as the Authority may from time to time designate by notice to the Service Provider; and
- (c) any notice or communication by a party to the other party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

(k) Language

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

(l) Counterparts

This Service Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

Form of Monthly Invoice

(Facility Wise)

Date:

For the Month of:

Name of the Hospital:

Sl. No.	Name of Facility	No. of Employees	Rate per sq. ft.	Total area of the facility	Total Fees payable for the month

Documents to be annexed:

Remarks, if any

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

**SIGNED, SEALED AND DELIVERED**

**SIGNED, SEALED AND**

for and on behalf of WEST BENGAL

**DELIVERED** for and on behalf of

MEDICAL SERVICES CORPORATION

SERVICE PROVIDER by:

LTD. by:

(Signature) (Name)

(Signature) (Name)

MANAGING

(Designation)

DIRECTOR