



WEST BENGAL MEDICAL SERVICES CORPORATION LTD.
(Wholly owned by the Government of West Bengal)
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CORRIGENDUM – I

TO

BIDDING DOCUMENTS

FOR

***Operation, Repair and Maintenance of Different Systems in 33 Multi/Super Speciality Government Hospitals
across West Bengal in 6 Packages***

Bid Reference No.: WBMSCL/NIT-231/2018

Dated: 27/11/2018

Sl. No.	Page No.	Section	Clause/ Sl. No.	Current Clause / Provision	Changed Clause / Provision
1	8	Section – I Notice Inviting e-Tender (e-NIT)	6	Earnest money deposit/ bid security of Rs. 10,00,000/- (Rupees Ten Lakhs only) (“ EMD/Bid Security ”) is to be paid by the intending bidders by way of bank guarantee, having a validity period of 21 (twenty one) months from the last date of submission of bid as specified in Sl. No. 15 of this e-NIT, issued by any Scheduled Bank (as defined in the ITB) in favour of “ West Bengal Medical Services Corporation Limited ” payable at Kolkata. The bank guarantee for the Bid Security in original is to be submitted physically at the office of the Corporation at Swasthya Sathi Building 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 said bank guarantee towards the Bid Security may be uploaded with other documents on https://wbtenders.gov.in . The bank guarantee of the Selected Bidder will be returned to the Selected Bidder on receipt of Performance Guarantee from the Selected Bidder as per terms of this e-NIT and upon execution of the Service Agreement. The bank guarantees provided by the unsuccessful bidders towards the Bid Security for a Package or Packages will be returned to them duly discharged within 30 (thirty) days after execution of the Service Agreement with the Selected Bidder for all the Super Speciality Hospitals comprised in such	<p><u>If a bidder intends to bid for only 1 (one) Package, then such bidder shall have to pay an amount of Rs. 2,00,000/- (Rupees Two Lakhs only) towards earnest money deposit/bid security (“EMD/Bid Security”). If a bidder opts to submit its bids for more than 1 (one) Package, then the EMD/Bid Security amount to be paid by such bidder shall be cumulative for all such Packages. For e.g. if a bidder intends to bid for ‘N’ number of Package(s), then the bidder shall have to pay an amount of Nx(Rupees Two Lakhs) towards EMD/Bid Security.</u></p> <p><u>The aforesaid EMD/Bid Security amount will be deposited by the intending bidders electronically in the following manner:</u></p> <p><u>online – through its net banking enabled bank account, maintained at any bank; or</u></p> <p><u>– through any bank by generating NEFT/ RTGS challan from the e-tendering portal.</u></p> <p><u>Intending bidders will get the beneficiary details from e- tender portal with the help of Digital Signature Certificate and may transfer the EMD/Bid Security from their respective banks as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e- Proc Ref. No.</u></p>

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				Package or Packages.	<u>A scanned copy of the NEFT/RTGS Challan or Net-Banking Receipt towards the payment of Bid Security shall be uploaded with other documents on https://wbenders.gov.in. The Bid Security amount of the Selected Bidder will be returned to the Selected Bidder on receipt of Performance Guarantee from the Selected Bidder as per terms of this e-NIT and upon execution of the Service Agreement. The Bid Security amount provided by the unsuccessful bidders for a Package or Packages will be returned to them within 30 (thirty) days after execution of the Service Agreement with the Selected Bidder for all the Super Speciality Hospitals comprised in such Package or Packages.</u>
2	23	Section – II Instruction to Bidders (“ITB”)	1.2	In this ITB, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them: “ Bid Security/EMD ” means the bank guarantee for an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) issued by any Scheduled Bank in favour of “ West Bengal Medical Services Corporation Limited ” and payable at Kolkata, to be furnished by a bidder along with its bid, which shall have a validity period of 21 (twenty one) months from the last date of submission of bid as specified in Sl. No. 15 of the e-NIT.	In this ITB, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them: “ Bid Security/EMD ” means <u>an amount of Rs. 2,00,000/- (Rupees Two Lakhs only) for each Package, to be furnished by a bidder along with its bid. For e.g. if a bidder intends to bid for ‘N’ number of Package(s), where N can be a number ranging between 1 to 6, then the bidder shall have to pay an amount of Nx(Rupees Two Lakhs) towards EMD/Bid Security.</u>

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3	51	Section – II Instruction to Bidders (ITB)	11.2	To be filled in EMD folder: (i) Copy of the bank guarantee towards EMD/ Bid Security as prescribed in the e-NIT and ITB, in favour of “ West Bengal Medical Services Corporation Limited ” payable at Kolkata.	To be filled in EMD folder: (i) <u>Scanned copy of the NEFT/RTGS Challan or Net-Banking Receipt towards the payment of Bid Security as prescribed in the e-NIT and ITB.</u>
4	60	Section – II Instruction to Bidders (ITB)	17.1	The bidder shall upload as part of its bid, a scanned copy of the bank guarantee comprising the EMD/Bid Security.	The bidder shall upload as part of its bid, a scanned copy of the <u>NEFT/RTGS Challan or Net-Banking Receipt towards the payment of Bid Security as prescribed in the e-NIT and ITB.</u>
5	60	Section – II Instruction to Bidders (ITB)	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 ” payable at Kolkata, in the manner prescribed in Form - 11 of the Bidding Forms, having a validity period of 21 (twenty one) months after the bid submission deadline date prescribed by the Corporation.	<u>The aforesaid EMD/Bid Security amount will be deposited by the intending bidders electronically in the following manner:</u> <u>online – through its net banking enabled bank account, maintained at any bank; or</u> <u>– through any bank by generating NEFT/ RTGS challan from the e-tendering portal.</u> <u>Intending bidders will get the beneficiary details from e- tender portal with the help of Digital Signature Certificate and may transfer the EMD/Bid Security from their respective banks as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e- Proc Ref. No.</u>

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6	60	Section – II Instructions To Bidders (ITB)	17.3	Any bid not accompanied by Bid Security as required in accordance with Clause 17.1 and 17.2 of this ITB shall be rejected by the Corporation as non responsive.	Any bid not accompanied by <u>NEFT/RTGS Challan or Net-Banking Receipt evidencing payment of Bid Security</u> as required in accordance with Clause 17.1 and 17.2 of this ITB shall be rejected by the Corporation as non responsive.
7	60	Section – II Instructions To Bidders (ITB)	17.4	The Bid Security of the unsuccessful bidders shall be returned duly discharged within 30 (thirty) days after the execution of the Service Agreement with the Selected Bidder for all the Super Speciality Hospitals comprised in such Package or Packages.	<u>The Bid Security amount provided by the unsuccessful bidders for a Package or Packages will be returned to them within 30 (thirty) days after the execution of the Service Agreement with the Selected Bidder for all the Super Speciality Hospitals comprised in such Package or Packages.</u>
8	61-62	Section – II Instructions To Bidders (ITB)	19	<p>Bids are to be submitted online as stated in Sl. No. 7 of the e-NIT 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 are encrypted (transformed into non readable formats).</p> <p>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 at Swasthya Sathi Building not later than the date and time mentioned in Sl. No. 15 of thee-NIT thereof, to facilitate evaluation of the bids. The physical copies of the duly signed Technical Bid documents should be submitted in one sealed envelope and the Bid Security shall be submitted in</p>	<p>Bids are to be submitted online as stated in Sl. No. 7 of the e-NIT 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 are encrypted (transformed into non readable formats).</p> <p>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 at Swasthya Sathi Building not later than the date and time mentioned in Sl. No. 15 of the e-NIT thereof, to facilitate evaluation of the bids. The physical copies of the duly signed Technical Bid documents should be submitted in one sealed envelope and the print out of the scanned copy of the</p>

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				<p>another sealed envelope. If any bidder submits bids for more than 1 (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 of the Bidding Forms. The bidders 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 bidders.</p>	<p><u>NEFT/RTGS Challan or Net-Banking Receipt evidencing payment of Bid Security as required in accordance with Clause 17.1 and 17.2 of this ITB shall be submitted in another sealed envelope.</u> If any bidder submits bids for more than 1 (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 of the Bidding Forms. The bidders 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 bidders.</p>
9	63-64	Section – II Instructions To Bidders (ITB)	21.2	<p>All folders containing the Technical Bids shall be opened one at a time, and the following information shall be recorded:</p> <p>(a) the name of the bidder; (b) the presence of a Bid Security; (c) the presence of ‘e-NIT Acceptance Form’ as per Form –2 specified in Bidding Forms; and (d) any other details as the Corporation may consider appropriate.</p> <p>Only those documents forming part of Technical Bids recorded at bid opening shall be considered for</p>	<p>All folders containing the Technical Bids shall be opened one at a time, and the following information shall be recorded:</p> <p>(a) the name of the bidder; (b) the presence of scanned copy of the <u>NEFT/RTGS Challan or Net-Banking Receipt evidencing payment of Bid Security as required in accordance with Clause 17.1 and 17.2 of this ITB;</u> (c) the presence of ‘e-NIT Acceptance Form’ as per Form –2 specified in Bidding Forms; and (d) any other details as the Corporation may consider appropriate.</p>

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				evaluation, subject to the provision contained in Sl. No. 7 of the e-NIT.	Only those documents forming part of Technical Bids recorded at bid opening shall be considered for evaluation, subject to the provision contained in Sl. No. 7 of the e-NIT
10	64	Section – II Instructions To Bidders (ITB)	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.	If the scanned copy of the <u>NEFT/RTGS Challan or Net-Banking Receipt evidencing payment of Bid Security as required in accordance with Clause 17.1 and 17.2 of this ITB</u> 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.
11	73	Section – II Instructions To Bidders (ITB)	36.1	Within 10 (ten) days of the receipt of Notification of Award from the Corporation, the Selected Bidder(s) shall furnish the Performance Guarantee for its/their respective Packages in the form of a bank guarantee and in accordance with the terms of the GCC, issued by any Scheduled Bank drawn in favour of “ West Bengal Medical Services Corporation Limited ” and payable at Kolkata, and in the form as specified in Form - 12 of the Bidding Forms. Such bank guarantee towards the Performance Guarantee shall remain valid, enforceable and in full force for the entire Term of Agreement (as defined in the GCC) and also a further period of 12 (twelve) months after the expiry of the Term of Agreement.	Within 10 (ten) days of the receipt of Notification of Award from the Corporation, the Selected Bidder(s) shall furnish the Performance Guarantee for its/their respective Packages in the form of a bank guarantee and in accordance with the terms of the GCC, issued by any Scheduled Bank drawn in favour of “ West Bengal Medical Services Corporation Limited ” and payable at Kolkata, and in the form as specified in Form - 12 of the Bidding Forms. Such bank guarantee towards the Performance Guarantee shall remain valid, enforceable and in full force for the entire Term of Agreement (as defined in the GCC) and also a further period of <u>3 (three)</u> months after the expiry of the Term of Agreement.

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12	150-153	Section-IV Bidding Forms (BDF)	Form 11	Format of Bid Security Bank Guarantee	<i>To be deleted</i>
13	156	Section-IV Bidding Forms (BDF)	Form 12 (Sl.no.4)	This Performance Guarantee shall be irrevocable and remain in full force for the entire Term of Agreement as specified in the Notification of Award and the Service Agreement and for an additional period of 180 (one hundred eighty) days after the expiry of the Term of Agreement, thereafter for such extended period as may be mutually agreed between Corporation, Selected Bidder and the Scheduled Bank. The Performance Guarantee shall continue to be enforceable till all amounts under it have been paid.	This Performance Guarantee shall be irrevocable and remain in full force for the entire Term of Agreement as specified in the Notification of Award and the Service Agreement and for an additional period of <u>90 (ninety)</u> days after the expiry of the Term of Agreement, thereafter for such extended period as may be mutually agreed between Corporation, Selected Bidder and the Scheduled Bank. The Performance Guarantee shall continue to be enforceable till all amounts under it have been paid.
14	161	Section-IV Bidding Forms (BDF)	Form 13, Sl No. 11	Bid Security Bank Guarantee (as per format given in Form 11)	<i>To be deleted</i>
15	189-190	Section-V General Conditions of Contract (GCC)	Article IV, Clause 1	Prior to execution of the Service Agreement and within 14 (fourteen) days from the issuance of the Notification of Award, the Service Provider shall provide to the Authority, towards security for its performance under the Service Agreement in the form of an unconditional irrevocable bank guarantee in favour of the Authority, for an amount of equivalent to 10% (ten percent) of the Total Contract Fee (" Performance Guarantee ") substantially in the format specified in Form 13 of the Bidding Forms, from Scheduled Bank.	Prior to execution of the Service Agreement and within 14 (fourteen) days from the issuance of the Notification of Award, the Service Provider shall provide to the Authority, towards security for its performance under the Service Agreement in the form of an unconditional irrevocable bank guarantee in favour of the Authority, for an amount of equivalent to 10% (ten percent) of the Total Contract Fee (" Performance Guarantee ") substantially in the format specified in Form <u>12</u> of the Bidding Forms, from Scheduled Bank.

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16	190	Section-V General Conditions of Contract (GCC)	Article IV, Clause 3	This Performance Guarantee shall be irrevocable and shall remain valid, enforceable and in full force for the entire Term of Agreement and also for a further period of 12 (twelve) months thereafter after the expiry of the Term of Agreement.	This Performance Guarantee shall be irrevocable and shall remain valid, enforceable and in full force for the entire Term of Agreement and also for a further period of <u>3 (three)</u> months thereafter after the expiry of the Term of Agreement.