



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.

CORRIGENDUM - II
TO
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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				6	Section - V : Service Agreement	109 - 125	5	Section - V : Service Agreement	109 - 125
				2	3	Section - I Notice Inviting e- Tender (e- NIT)	1	<i>"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</i>	<i>"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,</i>

				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."					Sector - V, Salt Lake, Kolkata- 700091, (for short "the Swasthya Sathi Building") has been entrusted to manage security and 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."				
3	4	Section - I Notice Inviting e-Tender (e-NIT)	Footnote 1	"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."					"Square feet measurements provided in the Bidding Documents correspond to super built-up area. For determining carpet area of the facilities, a deduction of 15% of the super built-up area may be made."				
4	6	Section - I Notice Inviting e-Tender (e-NIT)	4 Row 29	Super Specialty Hospital at Serampore	Hooghly	500	80000	C	Super Specialty Hospital at Serampore	Hooghly	300	80000	C
5	6	Section - I Notice Inviting e-Tender (e-NIT)	4 After Row 30	3400			880000		3200			880000	
6	6	Section - I Notice Inviting e-Tender (e-NIT)	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					"Earnest Money Deposit (EMD)/ Bid Security of Rs. 10,00,000/- (Rupees Ten Lakhs only) for each package is to be paid by intending bidders by way of Bank Guarantee, having a validity period of 180 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				

				<p>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."</p>	<p>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 (as amended by Corrigendum – I of the Bidding Documents). 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."</p>
7	8	Section – I Notice Inviting e- Tender (e- NIT)	9(iv)(h)	<p>"The bidder must have valid license for providing pest control under the Insecticide Rules, 1971"</p>	<p>"The bidder shall have valid license for providing pest control under the Insecticide Rules, 1971 either in its own name or it shall have a valid agreement with a contractor rendering pest control services, who shall have a valid license for providing pest control under the Insecticide Rules, 1971."</p>
8	11	Section – I Notice Inviting e- Tender (e- NIT)	23	<p>"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; (b) If a bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as</p>	<p>"The EMD/ Bid Security(ies) 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; (b) If a bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1;</p>

				<p>specified in ITB 3.1;</p> <p>(c) If the bidder is declared disqualified in terms of ITB 4.3;</p> <p>(d) If the Selected Bidder fails to:</p> <p>i) sign the Agreement in accordance with ITB 36.1;</p> <p>ii) furnish a Performance Security in accordance with ITB 37.1; or</p> <p>(e) If a bidder is otherwise in breach of the terms of the Bidding Documents.”</p>	<p>(c) If the bidder is declared disqualified in terms of ITB 4.3;</p> <p>(d) If the Selected Bidder fails to:</p> <p>i) sign the Agreement in accordance with ITB 36.1;</p> <p>ii) furnish a Performance Security in accordance with ITB 37.1;</p> <p>(e) If the bidder submits bids for more than 2 packages; or</p> <p>(f) If the bidder is otherwise in breach of the terms of the Bidding Documents.”</p>
9	10	Section – I Notice Inviting e- Tender (e- NIT)	21	<p>“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.”</p>	<p>“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. In addition, any such incorrect, manufactured or fabricated information provided by the bidder, may lead to blacklisting by the Corporation, for a maximum period of 5 years.”</p>
10	11	Section – I Notice Inviting e- Tender (e- NIT)	25	<p>“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.”</p>	<p>“All bidders must upload all records, data and documents on which they wish to rely in support of their Technical Bid. Each scanned document should have an index page indicating the name of the documents enclosed with page number. Unless for reasons to the satisfaction of the Corporation, bidders will not be allowed to supplement data and documents submitted online,</p>

					<i>with additional data and documents, during tender evaluation."</i>
11	17	Section – II Instructions to Bidders (ITB)	4.2(o)	<i>"Copy of valid license for providing pest control under the Insecticide Rules, 1971"</i>	<i>"Copy of valid license for providing pest control services under the Insecticide Rules, 1971/ copy of agreement entered with pest control service provider alongwith license for providing pest control services under the Insecticide Rules, 1971, of such pest control service provider"</i>
12	23	Section – II Instructions to Bidders (ITB)	11.2	<p><u>"To be filled in CERTIFICATES folder:</u></p> <p>(a) Copy of PAN Card</p> <p>(b) Copy of Bank Account documents (passbook and/ or bank statement)</p> <p>(c) Copy of valid license under The Contract Labour (Regulation & Abolition) Act, 1970</p> <p>(d) Copy of Certificate of Registration under the Employees State Insurance Act, 1948</p> <p>(e) Copy of EPFO Registration Certificate</p> <p>(f) Copy of letter recording issue of TAN</p> <p>(g) Copy of letter recording Service Tax registration number</p> <p>(h) Copy of valid license for providing pest control under the Insecticide Rules, 1971</p> <p>(i) Copy of valid license under The Private Security Agencies Regulation Act, 2005"</p>	<p><u>"To be filled in CERTIFICATES folder:</u></p> <p>(a) Copy of PAN Card</p> <p>(b) Copy of Bank Account documents (passbook and/ or bank statement)</p> <p>(c) Copy of valid license under The Contract Labour (Regulation & Abolition) Act, 1970</p> <p>(d) Copy of Certificate of Registration under the Employees State Insurance Act, 1948</p> <p>(e) Copy of EPFO Registration Certificate</p> <p>(f) Copy of letter recording issue of TAN</p> <p>(g) Copy of letter recording Service Tax registration number</p> <p>(h) Copy of valid license in the name of the bidder for providing pest control services under the Insecticide Rules, 1971</p> <p style="text-align: center;">Or,</p> <p>Copy of agreement entered by the bidder with pest control service provider alongwith license for providing pest control services under the Insecticide Rules, 1971, of such pest control service provider</p> <p>(i) Copy of valid license under The Private Security Agencies Regulation Act, 2005</p> <p>(j) Copy of Income Tax Returns for the</p>

					<i>financial years 2012-2013, 2013-2014 and 2014-2015."</i>
13	24	Section – II Instructions to Bidders (ITB)	11.2	<u>"To be filled in FINANCIAL INFO folder:</u> (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)"	<u>"To be filled in FINANCIAL INFO folders:</u> (a) Form FIN- 1 of Form - 9 with Audited Balance Sheet for financial years 2012-2013, 2013-2014 and 2014-2015; (b) Form FIN-2 of Form - 9 (Annual Turnover during financial years 2012-2013, 2013-2014 and 2014-2015)"
14	25	Section – II Instructions to Bidders (ITB)	11.2	<u>"To be filled in CREDENTIAL 1 folder:</u> (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"	<u>"To be filled in CREDENTIAL 1 folder:</u> (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 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"
15	27	Section – II Instructions to Bidders (ITB)	17.1	<i>"The bidder shall upload as part of its bid, a scanned copy of the Bank Guarantee comprising the EMD/Bid Security."</i>	<i>"The bidder shall upload as part of its bid, a scanned copy of the Bank Guarantee comprising the EMD/Bid Security for the particular package."</i>
16	28	Section – II Instructions to Bidders (ITB)	17.5	<u>"The bid security may be forfeited:</u> (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,	<u>"The bid security/ bid securities may be forfeited:</u> (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,

				<p><i>fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1;</i></p> <p>(c) <i>If the bidder is declared disqualified in terms of ITB 4.3;</i></p> <p>(d) <i>If the Selected Bidder fails to:</i></p> <p style="padding-left: 20px;">i) <i>sign the Service Agreement in accordance with ITB 36.1;</i></p> <p style="padding-left: 20px;">ii) <i>furnish a Performance Security in accordance with ITB 37.1;</i></p> <p>(e) <i>If the bidder is otherwise in breach of the terms of the Bidding Documents."</i></p>	<p><i>fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1;</i></p> <p>(c) <i>If the bidder is declared disqualified in terms of ITB 4.3;</i></p> <p>(d) <i>If the Selected Bidder fails to:</i></p> <p style="padding-left: 20px;">i) <i>sign the Service Agreement in accordance with ITB 36.1;</i></p> <p style="padding-left: 20px;">ii) <i>furnish a Performance Security in accordance with ITB 37.1;</i></p> <p>(e) <i>If the bidder submits bids for more than 2 packages;</i></p> <p>(f) <i>If the bidder is otherwise in breach of the terms of the Bidding Documents."</i></p>
17	30	Section – II Instructions to Bidders (ITB)	21.2	<p><i>"All folders containing the Technical Bids shall be opened one at a time, and the following recorded:</i></p> <p>(a) <i>the name of the bidder;</i></p> <p>(b) <i>the presence of a Bid Security,</i></p> <p>(c) <i>the presence of e-NIT Acceptance Form as per Form - 3 in Section – IV (Bidding Forms) and</i></p> <p>(d) <i>any other details as the Corporation may consider appropriate.</i></p> <p><i>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."</i></p>	<p><i>"All folders containing the Technical Bids shall be opened one at a time, and the following recorded:</i></p> <p>(a) <i>the name of the bidder;</i></p> <p>(b) <i>the presence of a Bid Security,</i></p> <p>(c) <i>the presence of e-NIT Acceptance Form as per Form - 3 and Declaration by way of Affidavit as per Form - 4 in Section – IV (Bidding Forms) and</i></p> <p>(d) <i>any other details as the Corporation may consider appropriate.</i></p> <p><i>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."</i></p>
18	30	Section – II Instructions to Bidders (ITB)	21.3	<p><i>"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</i></p>	<p><i>"If the Bid Security or the e-NIT Acceptance Form or the Declaration by way of Affidavit is not present as part of the Technical Bid of any bidder, the Corporation will not go into detailed</i></p>

				<i>bidder and will summarily reject such Technical Bid."</i>	<i>evaluation of the Technical Bid of such bidder and will summarily reject such Technical Bid."</i>
19	31	Section – II Instructions to Bidders (ITB)		"21.4 <i>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 and 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."</i>	"21.5 <i>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 and 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."</i>
20	31	Section – II Instructions to Bidders (ITB)		"21.5 <i>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</i>	"21.6 <i>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."</i>

				<i>accordance with the Bidding Documents."</i>					
21	40	Section – III Schedule of Requirements (SoR)	Annexure - A First table Sl. No. 5	<i>Particulars</i>	<i>Unskilled (Rs.)</i>	<i>Semi Skilled (Rs.)</i>	<i>Particulars</i>	<i>Unskilled (Rs.)</i>	<i>Semi Skilled (Rs.)</i>
				<i>Bonus (@ 8.33% of 3500/-)</i>	292	292	<i>Bonus (@ 8.33% of Basic Wage)</i>	602.26	662.57
22	40	Section – III Schedule of Requirements (SoR)	Annexure - A Second table Sl. No. 5	<i>Particulars</i>	<i>Unskilled (Rs.)</i>	<i>Semi Skilled (Rs.)</i>	<i>Particulars</i>	<i>Unskilled (Rs.)</i>	<i>Semi Skilled (Rs.)</i>
				<i>Bonus (@ 8.33% of 3500/-)</i>	292	292	<i>Bonus (@ 8.33% of Basic Wage)</i>	552. 61	607. 76
23	43	Section – III Schedule of Requirements (SoR)	Annexure - C 1 st paragraph	<i>"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"</i>			<i>"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 (including Pest Control and Patient Support services)"</i>		
24	44	Section – III Schedule of Requirements (SoR)	B	<i>"The Services which will be required to be rendered within the ambit of Housekeeping Services, are as follows:"</i>			<i>"The Services which will be required to be rendered within the ambit of Housekeeping Services (including Pest Control and Patient Support Services), are as follows:"</i>		
25	84	Section – III Schedule of Requirements (SoR)		<i>Before Abbreviations, the following paragraph is to be added:</i>			<i>"The Checklist for Cleaning Procedure and Methodology shall be complied by the Service Provider, with respect to the frequency of the Housekeeping Services to be provided and the Superintendent of the Hospital or the Corporation</i>		

				shall supervise as to whether the Housekeeping Services are being rendered in accordance to the Checklist and deviations from such Checklist, may result in imposition of Liquidated Damages, in terms of the Service Agreement. In case there is any conflict between the provisions of the Checklist and elsewhere in the Schedule of Requirements, the Checklist shall prevail."
26	84	Section – III Schedule of Requirements (SoR)	Before Abbreviations, the following paragraph is to be added:	<p>"II. The Patient Support Services, which shall be required to be rendered by the Ward Boys shall comprise of the following:</p> <ul style="list-style-type: none"> • Receiving the patients on admission and assisting the patient in getting into or out of the bed. • Attend to the personal hygiene of patients- <ul style="list-style-type: none"> ○ Washing and cleaning teeth ○ Changing clothing ○ Giving enema, etc. • Preparing and carrying the patients for operations, laboratory, X-ray and other investigations. • Carrying and transporting patients to various wards/ departments in the hospital. • Help in feeding patients and giving drinking water to patients and washing utensils. • Transferring various patient medical records between various medical and administrative departments of the hospital. • Transferring various mobile medical instruments and equipments for patient's

					<p>benefit under supervision of medical personnel.</p> <ul style="list-style-type: none"> • Transferring various hospital consumables & accessories from one department to another department of the hospital. • Transferring various types of collected samples of Blood, Urine, Stool, Biopsy from IPD, ICU and OT to the diagnostic departments of the hospital. • Transferring the various diagnostic reports from Pathology, Radiology and other diagnostic departments of the hospital to the IPD and other designated area. • Transferring various sterile material and instruments from CSSD & TSSU to OT, MOT, ICU, Cath Lab, Endoscopy, Casualty & other departments of the hospital. • Transferring various files and administrative records as guided by the hospital. • Arrange for availability of clean clothing and linen for the patients and ensure that soiled items are removed and cleaned. • Assist the patient for change of clothes. • Assist in maintaining stocks of linen and non-medical supplies. • Clean patient's lockers, tables and bed. • Assist the nurses in handling and observation of patients and in simple basic nursing procedures
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				<ul style="list-style-type: none"> • Assist the nurses or doctors in diagnostic and treatment procedures. • Assist in collection and handling of pathological specimens. • Assist the nurses in receiving supplies by running errands to other departments of the hospital and in carrying messages to other departments and individuals in the hospital. • Bringing the weak and feeble patients to the ambulance and accompanying the drivers of the ambulances. • Make beds for ambulatory patients and assist the nurses in making beds of non-ambulatory cases. • Assist the nurse in getting supplies from the laundry, disinfecting mattresses and despatching dirty linen to the laundry, cleaning and dusting of beds, doors, windows and other furnitures. • Assist in debugging and pest control of wards, wash walls and doors in wards. • Assist in sterilization of instruments, appliances and dressings and dressing of post-operative wounds. • Render first aid to patients in case of emergency, prepare dead bodies, arrange their transportation to the mortuary. • Assist in terminal disinfection. • Removal of biomedical and other waste from OT, CCU or other High Dependency
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					<p>Unit (HDU) to the designated locations.</p> <ul style="list-style-type: none"> Undertake any such other duties as may be assigned from time to time by the hospital authorities.
27	84	Section – III Schedule of Requirements (SoR)		Before Abbreviations, the following paragraph is to be added:	<p>“III. Pest control services shall refer to the regulation or management of a species defined as a pest, usually because it is perceived to be detrimental to a person’s health as well as the cleanliness and hygiene of the medical facilities. Pests in hospitals shall chiefly comprise of rodents, insects like cockroaches, bugs and mosquitoes and reptiles like snakes and lizards. Pest control shall be carried out chiefly by spraying of pesticides and space fumigation.”</p>
28	90	Section – IV Bidding Forms (BDF)	Form - 4	The following note is to be added at the end of Form – 4:	<p>“[Note: Technical evaluation of the bid will only be taken up after scrutiny of Form – 4 duly notarised]”</p>
29	99	Section – IV Bidding Forms (BDF)	Form – 10 2 nd paragraph	“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.”	“Pursuant to Clause 37.1 of the Instructions to Bidders, you are required to furnish Performance Security for an amount of Rs. 50,00,000/- (Rupees Fifty Lakhs only), within 10 days of receipt of this Notification of Award.”
30	102	Section – IV Bidding Forms (BDF)	Form – 11 Para 3	<p>“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 :</p> <p>(a) Withdraws its bid during the period of</p>	<p>“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. 10,00,000/- (Rupees Ten 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 :</p> <p>(a) Withdraws its bid during the period of</p>

				<p><i>bid validity specified by the bidder, except as provided in ITB 16.2;</i></p> <p>(b) <i>Engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1;</i></p> <p>(c) <i>Declared disqualified in terms of ITB 4.3;</i></p> <p>(d) <i>Fails to:</i></p> <p>i) <i>sign the Service Agreement in accordance with ITB 36.1;</i></p> <p>ii) <i>furnish a Performance Security in accordance with ITB 37.1;</i></p> <p>(e) <i>Otherwise in breach of the terms of the Bidding Documents."</i></p>	<p><i>bid validity specified by the bidder, except as provided in ITB 16.2;</i></p> <p>(b) <i>Engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1;</i></p> <p>(c) <i>Declared disqualified in terms of ITB 4.3;</i></p> <p>(d) <i>Fails to:</i></p> <p>i) <i>sign the Service Agreement in accordance with ITB 36.1;</i></p> <p>ii) <i>furnish a Performance Security in accordance with ITB 37.1;</i></p> <p>(e) <i>If the bidder submits bids for more than 2 packages; or</i></p> <p>(f) <i>Otherwise in breach of the terms of the Bidding Documents."</i></p>
31	104	Section - IV Bidding Forms (BDF)	Form - 12 Sl. No. 21 2 nd column	License for providing pest control under the Insecticide Rules	License in the name of the bidder for providing pest control services under the Insecticide Rules, 1971 Or, Agreement entered by the bidder with pest control service provider alongwith license for providing pest control services under the Insecticide Rules, 1971, of such pest control service provider
32	105	Section - IV Bidding Forms (BDF)	Form - 13 1 st paragraph	"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	"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

			<p>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:</p> <p>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</p>	<p>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. 50,00,000/- (Rupees Fifty Lakhs only) as a Guarantee for compliance of its obligations in accordance with the terms and conditions in the said Agreement:</p> <p>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 fulfillment 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. 50,00,000/- (Rupees Fifty Lakhs only) (hereinafter referred to as the "Guarantee")</p>
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				<p>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."</p>	<p>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 fulfill 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."</p>
33	108	Section - IV Bidding Forms (BDF)	Form - 13 Cl. 13	<p>"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."</p>	<p>"Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs. 50,00,000/- (Rupees Fifty Lakhs 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."</p>
34	110	Section -V Service Agreement	Recital E	<p>"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 _____."</p>	<p>"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") pertaining to Package A/B/C/D to the Service Provider requiring, inter alia, the execution of this Service Agreement from _____."</p>

35	117	Section -V Service Agreement	VIII (b)	<i>"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."</i>		<i>"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, as applicable for each calendar month."</i>	
36	118	Section -V Service Agreement	IX Sl. No. 8	<i>Failure to make labour law related compliances with respect to its employees, like non-payment of PF, ESI, etc.</i>	<i>Rs. 1,000/- per person per day</i>	<i>Failure to make labour law related compliances with respect to its employees, like non-payment of PF, ESI, etc.</i>	<i>Rs. 1,000/- per person per day per instance of non-compliance</i>
37	118	Section -V Service Agreement	IX Table	<i>The following Performance Parameter is to be added to the table:</i>	Sl. No.	Performance Parameters	Methods of quantification of pre-estimated genuine Liquidated Damages
					9.	<i>In case of any ceasework or concerted refusal to render services by the personnel deployed by the Service Provider, resulting in hampering of the services at the facility(ies)</i>	<i>Rs. 50,000/- per day per facility</i>
38	119	Section -V Service Agreement	X.	<i>"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</i>		DELETED	

				<p><i>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."</i></p>																																																								
39	125	Section -V Service Agreement	Schedule - A	<p style="text-align: center;"><i>"Form of Monthly Invoice (Facility Wise)</i></p> <p>Date: For the Month of: Name of the Hospital:</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Name of Facility</th> <th>No. of Employees</th> <th>Rate per sq. ft.</th> <th>Total area of the facility</th> <th>Total Fees payable for the month</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>Documents to be annexed: Remarks, if any"</p>	Sl. No.	Name of Facility	No. of Employees	Rate per sq. ft.	Total area of the facility	Total Fees payable for the month																									<p style="text-align: center;"><i>"Form of Monthly Invoice (Facility Wise)</i></p> <p>Date: For the Month of: Name of the Hospital:</p> <p>Total number of personnel deployed category -wise</p> <ol style="list-style-type: none"> 1. Gateman -- 2. Security Supervisor -- 3. Sweeper -- 4. Ward Boy -- 5. House Keeping Supervisor -- <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Name of Facility</th> <th>Rate per sq. ft.</th> <th>Total area of the facility</th> <th>Total Fees payable for the month</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>Documents to be annexed: Remarks, if any"</p>	Sl. No.	Name of Facility	Rate per sq. ft.	Total area of the facility	Total Fees payable for the month																				
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In Section - III of the Bidding Documents, Schedule of Requirements (SoR), after Annexure-C, the following will be added:

ANNEXURE -D

HOSPITAL-WISE SCALE OF DEPLOYMENT OF HOUSEKEEPING & SECURITY PERSONNEL

(This is only an indicative minimum list of personnel proposed to be deployed when the 300/500 beds at all the hospitals will be fully functional with all support services)

Five Storied Super Specialty Hospitals (SSH) with 300 beds

Services	No. of units in position	Particulars of manpower	Manpower engaged per shift at each hospital	Manpower required for 3 (three) shifts at each hospital
Security	Main Building	Gateman	10	30
	Main Building	Security Supervisor	1	3
House Keeping	Main Building	Cleaner/Sweeper	15	45
	Main Building	Ward Boy	(20, 15 and 16)	51
	Main Building	Supervisor	1	3
Total			44	132

Ten Storied Super Specialty Hospitals (SSH) with 500 beds

Services	No. of units in position	Particulars of manpower	Manpower engaged per shift at each hospital	Manpower required for 3 (three) shifts at each hospital
Security	Main Building	Gateman	15	45
	Main Building	Security Supervisor	2	5(3+2)
House	Main Building	Cleaner/Sweeper	21	63

Keeping	Main Building	Ward Boy	28, 21 and 20	69
	Main Building	Supervisor	2	6
Total			63	188

ANNEXURE -E

LIST OF CONSUMABLES TO BE USED

Manufacturer - Johnson & Johnson/P&G/Hindustan Unilever/ Esson/ Johnson Diversy/ Bengal Chemicals	
Sl. No.	Chemicals
1	OC Bathroom Cleaner
2	OC Glass Cleaner
3	OC Air Fresh
4	Sigla
5	Nettoklar
6	Bendueol
7	Polli
8	Sapur Dud
9	Sapur A & B
10	Helios
11	Opti

Manufacturer - Johnson & Johnson/P&G/Hindustan Unilever/ Esson/ Johnson Diversy/ Bengal Chemicals	
Sl. No.	Chemicals

Manufacturer - Johnson & Johnson/P&G/Hindustan Unilever/ Esson/ Johnson Diversy/ Bengal Chemicals	
Sl. No.	Chemicals
1	R-1 (Wash room Cleaner)
2	R-2 (Hard Surface Cleaner)
3	R-3 (Class Cleaner)
4	R-4 (Shine up)
5	Good Sense
6	R-6 (Toilet bowl Cleaner)
7	R-9 (Wash room Cleaner)
8	TR-101 (Carpet Shampoo)
9	TR-103 (Carpet Detergent)
10	R-20 (Floor Stripe)
11	Complete
12	Nobile-5 Kg pack
13	Spiral
14	Snap Back
15	Lever Star
16	Emeral-500 ml bottle
17	Taskilineo
18	Taski Multi
19	Stride-5 Ltr. Pack
20	Taski -R-7
21	Floor Cleaner
22	Broom (Soft)
23	G.D. Bag-Big
24	Glass Cleaner
25	Cleaner For WC
26	Naphthalene Ball
27	Sanitary Cube

Manufacturer - Johnson & Johnson/P&G/Hindustan Unilever/ Esson/ Johnson Diversy/ Bengal Chemicals	
Sl. No.	Chemicals
28	Air Freshener Stick (Odonil -50gm)
29	Floor Map -with all set
30	WC Brush
31	Toilet Paper
32	G.D. Bag Small
33	Shampoo
34	Liquid Soap

ANNEXURE - F

LIST OF MACHINES TO BE USED

Sl. No.	Machines
1	Scrubbing Machine
2	Vacuum Cleaner
3	Water Jet
4	Mop Wringer Trolley
5	Ladder
6	Telescopic Pole