



**WEST BENGAL MEDICAL SERVICES CORPORATION LTD.**

**(Wholly owned by the Government of West Bengal)**

**SwasthyaSathi, GN-29, Sector-V, Salt Lake, Kolkata-700 091.**



**033-4034 0300,**



**033-4034 0400**

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**BIDDING DOCUMENTS**

**FOR**

***Operation, Repair and Maintenance of Different Systems in 7 Multi/Super Speciality Government Hospitals***

***across West Bengal in 1 Package***

**Bid Reference No.:WBMSCL/NIT-77/2019 Dated: 20/08/2019**

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**SECTION – I**

**NOTICE INVITING e-TENDER**

**("e-NIT")**

***From eligible bidders for Operation, Repair and Maintenance of Different Systems in 7 Multi /  
Super Speciality Government Hospitals across West Bengal in 1 Package***

**Issued by:**

**West Bengal Medical Services Corporation Ltd.,**

**(Wholly owned by the Government of West Bengal)**

**CIN: U85110WB2008SGC126373**

**Regd. Off.: SwasthyaSathi, GN-29, Sector-V, Salt Lake, Kolkata-700 091**



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**Email ID – [info@wbmsc.gov.in](mailto:info@wbmsc.gov.in)**

**Bid Reference No.: WBMSCL/NIT-77/2019 Dated: 20/08/2019**

**Introduction:**

1. The Health & Family Welfare Department (“**H&FWD**”), Government of West Bengal, has taken an initiative to make positive changes in the health sector in West Bengal. Towards this goal, the H&FWD has set up 7 (seven) Multi / Super Speciality Government Hospitals (“**Super Speciality Hospitals**”) across West Bengal. West Bengal Medical Services Corporation Ltd. (“**WBMSCL**” or the “**Corporation**” or the “**Authority**”), having its office at the building known as ‘SwasthyaSathi’, GN - 29, Sector – V, Salt Lake, Kolkata- 700091, (“**SwasthyaSathi Building**”) has been entrusted with the operation and maintenance services including carrying out operation, repair and maintenance of different Systems, as specified in detail in the Schedule of Requirements (“**SoR**”) and defined in the General Conditions of Contract (“**GCC**”), in the Super Speciality Hospitals (“**O&M Services**”) and it has been decided to outsource the entire job of such O&M 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 Super Speciality Hospitals will be grouped into 1 (one) package (“**Package**”). The Corporation thus hereby invites bids from eligible and qualified Indian bidders through ‘e-tendering’ for providing O&M Services in the Super Speciality Hospitals across West Bengal as shown in the table below in “2-BID SYSTEM”. However, Bidders are informed that at the time of commencement of the O&M Services, the Selected Bidder may not be required to render all the services forming part of the O&M Services at all the Super Speciality Hospitals at a go and O&M Services may have to be commenced in a particular Super Speciality Hospital in phases. The term of the Service Agreement and the number of Super Speciality Hospitals for the Package shall be as follows:

Sl. No.	Package	Number of Super Speciality Hospitals	Term of Service Agreement
1	G	7	3 Years

3. The details of the Package are provided below:

Sl. No.	Name of Hospital	District	No. of Beds
1	Super Speciality Hospital at Debra	PaschimMedinipur	300
2	Super Speciality Hospital at Sagardighi	Murshidabad	300
3	Super Speciality Hospital at Bolpur	Birbhum	300
4	Super Speciality Hospital at Kakdwip	South 24 Parganas	300
5	Super Speciality Hospital at Metiaburuz	South 24 Parganas	300
6	Super Speciality Hospital at Nandigram	PurbaMedinipur	300
7	Super Speciality Hospital at Uluberia	Howrah	300

5. Intending bidders may download the Bidding Documents (as defined in ITB) from the websites [www.wbmsc.gov.in](http://www.wbmsc.gov.in) and <https://wbtenders.gov.in>.

6. If a bidder intends to bid for the 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**”). The aforesaid EMD/Bid Security amount will be deposited by the intending bidders electronically in the following manner:

online through its net banking enabled bank account, maintained at any bank; or

through any bank by generating NEFT/ RTGS challan from the e-tendering portal.

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.

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://wbtenders.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 the Package 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.

7. Technical Bid and Financial Bid (as defined in the ITB) shall be submitted concurrently within the date and time stated in Sl. No. 15 of this e-NIT. All documents submitted by bidders as part of their bids should be properly indexed and digitally signed. Both Technical Bid and Financial Bid (as defined in the ITB), duly digitally signed are to be uploaded in their respective folders viz., technical (statutory and 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 of a bidder is found qualified by the authorised representatives of the Corporation who have been duly authorised by the Corporation to evaluate the bids. The decision of the said authorised representatives will be final and binding in this respect. The list of responsive / technically qualified and non-responsive bidders will be uploaded in the website <https://wbtenders.gov.in>.
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; and
    - (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 or the Selected Bidder is found at any stage to be manufactured, false or untrue in any material respect, the bid of such bidder or the Selected Bidder (as the case may be) will be rejected outright without prejudice to any other right of the Corporation contained herein, including its right to forfeit the EMD/ Bid Security or invoke the Performance Guarantee (as the case may be).
- (iii) Financial capacity requirement is as follows: -
- (a) Bidder must have an average annual turnover of at least Rs. 1,00,00,000/- (Rupees OneCrore) in the last 3 (three) financial years, viz. 2016-2017, 2017-2018 and 2018-2019.
  - (b) A bidder must have an average annual turnover of at least Rs. 50,00,000/- (Rupees Fifty Lakhs) from providing O&M Services of Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents) in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019.
  - (c) In the event the bidder does not meet the aforesaid qualification criteria by itself fully, it can provide relevant experiences of one or more other entities by producing records such as completion certificate or job certificates, to the satisfaction of the Corporation evidencing, that the bidder and such entity or entities collectively have provided O&M Services of Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS) (as more fully described in



the Schedule of Requirements, Section-III of the Bidding Documents), either for a minimum period of 1 (one) year to at least 1 (one) organisation in India or for a minimum period of 6 (six) months each to atleast 2 (two) organisations in India, in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019, PROVIDED (i) the bidder has the relevant experience in providing O&M Services of at least 4 (four) Systems out of aforesaid 12 (twelve) Systems i.e. Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents) either for a minimum period of 1 (one) year to at least 1 (one) organisation in India or for a minimum period of 6 (six) months each to at least 2 (two) organisations in India, in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019, by itself; (ii) the bidder furnishes copies of duly executed memorandum of understanding with each of such entities along with its bid, in the format specified in Form -15 of the Bidding Forms; and (iii) such entity or collectively such entities have provided O&M Services for each of the following Systems - Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS).

- (d) It is hereby clarified that the Corporation shall have no direct financial or contractual relationship with any of the entities with whom the bidder will enter into a memorandum of understanding and in the event the bidder becomes the Selected Bidder, such entity or entities shall provide relevant part or portion of the O&M Services as sub-contractor(s) of the Selected Bidder and the Selected Bidder shall at all times be liable to the Corporation

for all aspects of the O&M Services notwithstanding existence of such sub-contract(s) between the Selected Bidder and the aforesaid entity or entities.

(iv) Technical capacity requirements are as follows:

- (a) The bidder shall be a company limited by shares (private or public) or a partnership firm or a limited liability partnership or a proprietorship firm, incorporated or registered (as the case may be) under the Applicable Laws (as defined in the GCC) of India in existence for a period of at least 3 (three) years as on the date of submission of bid. Joint bids by way of consortium or by way of joint venture shall not be entertained.
- (b) The bidder shall produce records such as completion certificate or job certificates, to the satisfaction of the Corporation evidencing that it has provided O&M Services of Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents), either for a minimum period of 1 (one) year to at least 1 (one) organisation in India or for a minimum period of 6 (six) months each to a minimum of 2 (two) organisations in India, in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019.

In the event the bidder does not meet the aforesaid qualification criteria by itself fully, it can provide relevant experiences of one or more other entities by producing records such as completion certificate or job certificates, to the satisfaction of the Corporation evidencing, that the bidder and such entity or entities collectively have provided O&M Services of Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS) (as more fully

described in the Schedule of Requirements, Section-III of the Bidding Documents), either for a minimum period of 1 (one) year to at least 1 (one) organisation in India or for a minimum period of 6 (six) months each to atleast 2 (two) organisations in India, in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019, PROVIDED (i) the bidder has the relevant experience in providing O&M Services of at least 4 (four) Systems out of aforesaid 12 (twelve) Systems i.e. Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents) either for a minimum period of 1 (one) year to at least 1 (one) organisation in India or for a minimum period of 6 (six) months each to at least 2 (two) organisations in India, in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019, by itself; (ii) the bidder furnishes copies of duly executed memorandum of understanding with each of such entities along with its bid, in the format specified in Form -15 of the Bidding Forms; and (iii) such entity or collectively such entities have provided O&M Services for each of the following Systems - Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS).

It is hereby clarified that the Corporation shall have no direct financial or contractual relationship with any of the entities with whom the bidder will enter into a memorandum of understanding and in the event the bidder becomes the Selected Bidder, such entity or entities shall provide relevant part or portion of the O&M Services as sub-contractor(s) of the Selected Bidder and the Selected Bidder shall at all times be

liable to the Corporation for all aspects of the O&M Services notwithstanding existence of such sub-contract(s) between the Selected Bidder and the aforesaid entity or entities.

- (c) The bidder shall not be barred or blacklisted from participating in any assignment or project. The bidder shall furnish an undertaking to this effect as per format given in Form - 4 of the Bidding Forms.
- (d) The bidder shall furnish an undertaking in the format specified in Form - 14 of the Bidding Forms that in the event the said bidder becomes the Selected Bidder for the Package, it shall engage a sub-contractor for providing operation, repair and maintenance of the Medical Gas Pipeline System installed at the Super Speciality Hospitals comprised in such Package, who shall have completed installation and commissioning of similar Medical Gas Pipeline System projects including sourcing equipment of oxygen system, nitrous-oxide system, compressed air system and vacuum system.
- (e) The bidder shall furnish an undertaking for deployment of technical key personnel as per format given in Form-14 of the Bidding Forms.
- (f) The bidder must have a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and registration under the Employees State Insurance Act, 1948.
- (g) The bidder must have obtained authorisation by the Government of India to maintain employees provident fund accounts under the Employees Provident Funds and Miscellaneous Provisions Act, 1952.
- (h) The bidder must have obtained valid registration with the Controlling Authority under the Payment of Gratuity Act, 1972.
- (i) The bidder must have obtained all licenses and registrations required under the Applicable Laws in relation to civil, electrical, mechanical and other works forming part of the O&M Services in terms of the Schedule of Requirements.

(j) The bidder must have valid PAN and TAN

(k) The bidder must have valid Goods and Services Tax (GST) registration.

10. No bidder or any of its shareholder or partner or designated partner (as the case may be) shall be a shareholder or partner or designated partner (as the case may be) of another bidder for the purpose of this bid.
11. Bids are to remain valid for a period not less than 18 (eighteen) months 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.
12. Financial Bid will be the Monthly Contract Fee (as defined in the ITB), being the lump sum rate quoted by the bidder (in INR) in the Bill of Quantity (BOQ) (as defined in the ITB) as well as the format specified in Form 7G.1 to 7.G.7 (as applicable) of the Bidding Forms for providing 24X7 O&M Services for the Package on per month basis. The exact requirement of the each component of the O&M Services would have to be ascertained on the basis of the functional area and working hours of the particular Super Speciality Hospital which shall be inclusive of all applicable rates, levies, taxes, cesses and statutory duties, if any, levied under the Applicable Laws for the time being in force. There shall be no other sum payable on any head to the bidder other than the rate quoted in the Financial Bid, subject to the provisions of Sl. Nos. 13 and 14 of this e-NIT.
13. Contract Fee payable to the Selected Bidder/Service Provider shall be made by the Corporation, after making appropriate deductions such as tax deducted at source (TDS) and other statutory deductions.

14. As part of its Scope of Work, as specified in the Schedule of Requirements, the Selected Bidder shall arrange, maintain, repair, replace and replenish, as and when required, the consumable items specified in Part A of Annexure A of the Schedule of Requirements and tools and tackles (except for those specified in Part B of Annexure A of the Schedule of Requirements which shall be provided by the Corporation), along with spares required for providing the O&M Services.

For the avoidance of doubt, in the event the Selected Bidder is required to repair, replace or replenish any tools and tackles not specified in Part B of Annexure A of the Schedule of Requirements in order to provide the O&M Services or meet any exigencies or emergency, the Selected Bidder shall do so at its own cost and expenses and shall not be entitled to claim any amount from the Corporation in respect thereto.

If any consumable item not specified in Part A of Annexure A of the Schedule of Requirements or any spare part or component thereof is required to be repaired / replaced / replenished (as applicable) to meet any exigency or emergency situation, as determined by the authorised representatives of the Corporation, then such consumable item or any spare part or component thereof shall either be provided by the Corporation or else the same shall have to be procured by the Selected Bidder. In the event the Selected Bidder procures the same, only then the Corporation shall reimburse to the Selected Bidder the expenses incurred by the Selected Bidder for procuring any consumable item or any spare part or component thereof towards the repair, replacement or replenishment of any such consumable item or any spare part or component thereof and the Contract Fee payable to the Selected Bidder shall be exclusive of such reimbursable expenses ("**Reimbursable Expenses**"). In the event the Corporation provides such consumable item or any spare part or component thereof not specified in Part A of Annexure A of the Schedule of Requirements, that is required to be repaired/replaced/replenished (as applicable) to meet any exigency or emergency situation, the Selected Bidder shall not be entitled to receive Reimbursable Expenses for the same.

It is hereby further clarified that any cost that may be incurred by the Selected Bidder towards provision of labour or personnel for the aforesaid repair/ replacement/replenishment (as applicable) of the consumable items or any spare part or component thereof not specified in Part A of Annexure A of the Schedule of Requirements shall be reimbursed to the Selected Bidder as Reimbursable Expenses only if such work is not covered under the Scope of Work as specified in the Schedule of Requirements, as shall be determined by the Corporation.

Further, if in the event of any exigency or emergency, as determined by the authorised representatives of the Corporation, the Selected Bidder is required to provide any service which is not covered within the Scope of Work, as specified in the Schedule of Requirements, the Selected Bidder shall be entitled to receive Reimbursable Expenses for carrying out such service.

For claiming the Reimbursable Expenses mentioned hereinabove in this Clause, the Selected Bidder shall have to submit to the Corporation a rate analysis report for:

(i) consumable items or any spare part or component thereof which has been repaired/replaced/replenished (as the case may be); and/or

(ii) the service provided by the Selected Bidder which is not covered under the Scope of Work as specified in the Schedule of Requirements (as shall be determined by the Corporation);

supported by requisite documentary evidence to substantiate such claim. The Corporation shall make payment of the Reimbursable Expenses, within 30 (thirty) days from the receipt of such rate analysis report from the Selected Bidder, provided the rates mentioned therein are considered reasonable by the Corporation.

15. Important Information:

Sl. No.	Events	Date and Time
1.	Publication of Bidding Documents	20/08/2019

2.	Pre-bid meeting	26/08/2019 at 12.00 P.M
3.	Last date and time for seeking clarifications through email	-
4.	Bid submission start date (online)	29/08/2019 at 05.00 P.M
5.	Bid submission close date (online)	09/09/2019 upto 05.00 P.M
6.	Last date and time for submission of Bank Guarantee (EMD) and hard copy(ies) of the uploaded Technical Documents (offline)	11/09/2019 upto 04.00 P.M
7.	Date and time of opening of Technical Bid(s)	11/09/2019 at 05.00 P.M
8.	Technical Bid evaluation	<i>To be notified later</i>
9.	Uploading list of responsive/ non-responsive bidders	<i>To be notified later</i>
10.	Financial Bid opening	<i>To be notified later</i>
11.	Issue of Notification of Award	<i>To be notified later</i>

16. In the event, any of the specified dates as above is declared a holiday or if the office of the Corporation is 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 been incurred by any bidder for bidding or anything incidental thereto.



18. In addition to the above, bidders are advised to note carefully the instructions contained in the ITB and other Bidding Documents as per Clause 6.1 of the ITB before submission of their respective bids.
19. Conditional/incomplete bids will not be accepted under any circumstances.
20. The bidders shall in addition have to comply with all Applicable Laws and regulations in India, practices and procedures of the Government of India and Government of West Bengal in connection with public tenders generally or the proposed O&M Service specifically .
21. During evaluation of the bids or even during performance of the O&M Services, if any information submitted by any bidder including the Selected Bidder is found to be incorrect, misleading, manufactured or fabricated, the bid of such bidder will be rejected and if the Notification of Award (as defined in the ITB) has already been issued, the Service Agreement shall be terminated (after giving an opportunity of hearing to the Selected Bidder) for the entire Package, without prejudice to any other rights of the Corporation.
22. The Corporation reserves the right to cancel the bid 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, including any extension thereof, if any, the Corporation may amend the Bidding Documents by issuing addenda/ corrigenda. In order to give bidders reasonable time for taking an addendum/ corrigendum into account in preparing their bids or for other causes and considerations, the Corporation may also, at its discretion, extend the deadline for the submission of bids.
23. The EMD/ Bid Security shall be forfeited/ invoked in the following events:

- (a) If a bidder withdraws its bid during the Bid Validity Period (as defined in the ITB), except as provided in Clause 16.2 of the ITB; or
  - (b) If a bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in Clause 3 of the ITB; or
  - (c) If the bidder is declared disqualified in terms of Clause 4.3 of the ITB; or
  - (d) If the Selected Bidder fails to:
    - i) furnish a Performance Guarantee in accordance with Clause 36.1 of the ITB; or
    - ii) sign the Service Agreement in accordance with Clause 37.1 of the ITB; 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/her own name duly issued to him in respect of a bidder of which he is a director/ principal officer/partner/designated partner, 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 for the purpose of this bid process.
25. All bidders shall upload all records, data and documents in support of their Technical Bid. Except for reasons to the satisfaction of the Corporation, bidders shall not be allowed to supplement data and documents submitted online, with additional data and documents, during evaluation of the bids.
26. The statements and explanations contained in the Bidding Documents and any addenda or corrigenda thereto are intended to provide a better understanding to the bidders about the O&M Services and the Scope of Work specified in the Schedule of Requirements and should not be construed or interpreted as limiting in any way or manner the Scope of Work (as specified in the Schedule of Requirements) and obligations of the Selected Bidder set forth in the GCC or the Corporation's rights to amend, alter,

change, supplement or clarify the Scope of Work (as specified in the Schedule of Requirements), the contract to be awarded pursuant to the bid process or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Corporation.

27. All capitalized terms used in this e-NIT but not defined here shall have the meaning ascribed to it in the ITB and/or the GCC.

**SECTION – II**

**INSTRUCTIONS TO BIDDERS****(“ITB”)****A. General:**

1. Scope of Bid
  - 1.1 In connection with the e-NIT, the Corporation having its office at SwasthyaSathi Building, GN – 29, Sector-V, Salt Lake, Kolkata – 700 091, is issuing the Bidding Documents for selection of the Service Provider for providing the O&M Services in the Super Speciality Hospitals across West Bengal comprised in the Package.

The bids are invited online and submission of bids will also be online as detailed in the e-NIT and this 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:

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 an amount of Rs. 2,00,000/- (Rupees Two Lakhs only) for the Package, to be furnished by a bidder along with its bid.

**“Bid Validity Period”** means a period of 18 (eighteenth) months

commencing from the last date of submission of the bid as specified in Sl. No. 15 of the e-NIT;

**“Bidding Documents”** shall have the meaning ascribed to it in Clause 6.1 of this ITB;

**“Bidding Forms (BFD)”** shall mean the documents specified in Section IV of the Bidding Documents and shall include any agenda/corrigenda to it;

**“Consumables”** shall mean for the purpose of this Bidding Documents all such materials and items specifically mentioned as ‘consumables’ or ‘consumable items’ anywhere in this Bidding Documents and shall include all materials and items that are required to be (a) either procured by the Corporation at its own cost and expenses and are provided to the Service Provider, or (b) procured by the Service Provider at its own costs and expenses and for which the Service Provider may be entitled to claim reimbursement from the Corporation in terms of the provisions of the Bidding Documents; towards the performance of the O&M Services by such Service Provider in terms of this Bidding Documents and/or for any purposes ancillary or incidental thereto.

**“Contract Fee”** shall mean the Monthly Contract Fee quoted by the Selected Bidder;

**“Corporation/Authority”** shall mean West Bengal Medical Services Corporation Limited;

**“DLP”** shall mean defect liability period in relation to the various Systems at the Super Speciality Hospitals covered under the defect liability warranties;

**“Digital Signature Certificate”** shall have the meaning ascribed to it in Clause 2.2 of this ITB;

**“Financial Bid”** shall have the meaning ascribed to it in Clause 11.3 of this ITB;

**“GCC”** shall mean Section IV of the Bidding Documents;

**“H&FWD”** shall have the meaning ascribed to it in Sl. No. 1 of the e-NIT;

**“ITB”** shall mean this Instruction to Bidders document being Section II of the Bidding Documents and shall include any agenda/corrigenda to it;

**“L1 Bidder”** shall have the meaning ascribed to it in Clause 34.1 of this ITB;

**“Monthly Contract Fee”** shall mean the monthly fee quoted by the bidders in their Financial Bid, being the lump sum rate (in INR) in the BOQ , for providing 24x7 O&M Services in the Package on per month basis, which is to be paid by the Corporation to the Service Provider;

**“Notice Inviting e-Tenders (e-NIT)”** shall mean Section I of the Bidding Documents and shall include any agenda/corrigenda to it;

**“Notification of Award”** shall have the meaning ascribed to it in

Clause 35.1 of this ITB;

**“O&M Services”** shall mean carrying out operation, repair and maintenance of different Systems, as specified in detail in the Schedule of Requirements and defined in the General Conditions of Contract , in the Super Speciality Hospitals;

**“Package”** shall have the meaning ascribed to it in Sl. No. 2 of the e-NIT;

**“Performance Guarantee”** shall have the meaning ascribed to it in Clause 36.1 of this ITB;

**“Schedule of Requirements (SoR)”** shall mean Section III of the Bidding Documents and shall include any agenda/corrigenda to it;

**“Scheduled Bank”** shall mean a bank listed in the 2<sup>nd</sup> Schedule of the Reserve Bank of India Act, 1934 including any amendments or modifications thereto;

**“Scope of Work”** shall have the meaning ascribed to it in the Schedule of Requirements;

**“Selected Bidder”** shall mean the successful bidder selected for award of the contract in terms of Clause 34 of this ITB;

**“Service Agreement”** means the agreement entered into between the Corporation and the Selected Bidder/Service Provider, in the format specified in Section VI of the Bidding Documents together with all the documents mentioned therein and including all attachments, annexure etc. thereto;



**“Super Speciality Hospitals”** shall mean the 33multi/super speciality government hospitals set up by H&FWD, Government of West Bengal in various districts of the State of West Bengal;

**“SwasthyaSathi Building”** shall have the meaning ascribed to it in Sl. No. 1 of the e-NIT;

**“Technical Bid”** shall have the meaning ascribed to it in Clause 11.2 of this ITB

**“Tie Bidders”** shall have the meaning ascribed to it in Clause 34.2 of this ITB;

- 1.3 Throughout the e-NIT, ITB, SoR and the Bidding Forms:
- (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;
  - (d) **"day"** means calendar day.
  - (e) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is

capable of applying to any transaction entered into hereunder;

- (f) references to Applicable Laws or laws of West Bengal, laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications, orders, circulars which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- (g) references to a “**person**” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- (h) headings or sub-headings or table of contents are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of e-NIT, ITB, SoR and Bidding Forms;
- (i) the words “**include**” and “**including**” are to be construed without limitation and shall be deemed to be followed by “**without limitation**” or “**but not limited to**” whether or not they are followed by such phrases;
- (j) any reference to any period of time shall mean a reference

to that according to Indian Standard Time;

- (k) any reference to **“hour”** shall mean a period of 60 (sixty) minutes commencing either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00 (seven) and so on being hours on the hour of the clock and 5.30 (five thirty), 6.30 (six thirty), 7.30 (seven thirty) and so on being hours on the half hour of the clock;
- (l) any reference to **“month”** shall mean a reference to a calendar month as per the Gregorian calendar;
- (m) any reference to any period commencing **“from”** a specified day or date and **“till”** or **“until”** a specified day or date shall include both such days or dates; provided that if the last day of any period computed under the e-NIT, ITB, Schedule of Requirements and Bidding Forms is not a working day, then the period shall run until the end of the next working day;
- (n) the words importing singular shall include plural and vice versa;
- (o) references to any gender shall include the other and the neutral gender;
- (p) **“lakh”** means a hundred thousand (1,00,000) and **“crore”** means ten million (1,00,00,000);
- (q) Any word or expression or any capitalised terms used shall, unless otherwise defined or construed in this ITB or in the GCC, shall be construed as per the definition given in

General Clauses Act, 1897 and if such word or expression is not defined in General Clauses Act, 1897 then shall bear its ordinary English meaning; and

- (r) All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

2. General guidance for e- 2.1  
tendering

Registration of bidder

Any bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the e-procurement system of the Government of West Bengal at <https://wbtenders.gov.in>. The bidder has to click on the link for e-tendering as given on the web portal and if required, may contact e-procurement Help Desk at JalasampadBhavan, 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 other 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 in respect of their bid 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 relevant documents in respect of their bid.

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

The Corporation requires bidders to observe the highest standard of ethics during the bidding process and during execution of the Service Agreement and provision of O&M Services. 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.
- (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 has, directly or through an agent, affiliate or associate has 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 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 the bidding process.

4. Eligible Bidders
- 4.1 All bidders shall have to meet the following minimum eligibility criteria:
- (a) Financial Capacity; and
  - (b) Technical Capability including Experience/Credentials.

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 or the Selected Bidder is found at any stage to be manufactured, false or untrue in any material respect, the bid of such bidder or the Selected Bidder (as the case may be) will be rejected outright without prejudice to any other right of the Corporation contained herein, including its right to forfeit the EMD/ Bid Security or invoke the Performance Guarantee (as the case may be).

4.2 Financial capacity requirement is as follows: -

- 4.2.1 (a) Bidder must have an average annual turnover of at least Rs. 1,00,00,000/- (Rupees One Crore) in the last 3 (three) financial years, viz. 2016-2017, 2017-2018 and 2018-2019.
- (b) A bidder must have an average annual turnover of at least Rs. 50,00,000/- (Rupees Fifty Lakhs) from providing O&M Services of Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and



Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents) in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019.

In the event the bidder does not meet the aforesaid qualification criteria by itself fully, it can provide details of the relevant average annual turnover of one or more entities, if cumulatively the bidder and such entity or those entities have an average annual turnover of at least Rs. 50,00,000/- (Rupees Fifty Lakhs) from providing O&M Services of Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management Systems (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents), PROVIDED (i) the bidder has the relevant experience in providing O&M Services of at least 4 (four) Systems out of aforesaid 12 (twelve) Systems i.e. Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O

System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents) either for a minimum period of 1 (one) year to at least 1 (one) organisation in India or for a minimum period of 6 (six) months each to at least 2 (two) organisations in India, in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019, by itself (ii) the bidder furnishes copies of duly executed memorandum of understanding with such entity or each of such entities along with its bid, in the format specified in Form -16 of the Bidding Forms and (iii) the bidder along with such entity or entities collectively have experience in providing O&M Services for each of the following Systems - Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS).

It is hereby clarified that the Corporation shall have no direct financial or contractual relationship with any of the entities with whom the bidder will enter into a memorandum of understanding and in the event the bidder becomes the Selected Bidder, such entity or entities shall provide relevant part or portion of the O&M Services as

sub-contractor(s) of the Selected Bidder and the Selected Bidder shall at all times be liable to the Corporation for all aspects of the O&M Services notwithstanding existence of such sub-contract(s) between the Selected Bidder and the aforesaid entity or entities.

Technical capacity requirements are as follows:

- (a) The bidder shall be a company limited by shares (private or public) or a partnership firm or a limited liability partnership firm or a proprietorship firm, incorporated or registered (as the case may be) under the Applicable Laws (as defined in the GCC) of India in existence for a period of at least 3 (three) years as on the date of submission of the bid. Joint bids in a consortium or by way of joint venture shall not be entertained.
- (b) The bidder shall produce records such as completion certificate or job certificates, to the satisfaction of the Corporation, evidencing that it has provided O&M Services of Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management Systems (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents), either for a minimum period of 1 (one) year to at least 1 (one)

organisation in India or for a minimum period of 6 (six) months each to at least 2 (two) organisations in India, in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019.

In the event the bidder does not meet the aforesaid qualification criteria by itself, it can provide relevant experiences of one or more other entities by producing records such as completion certificate or job certificates, to the satisfaction of the Corporation evidencing, that the bidder along with such entity or entities collectively has provided O&M Services of Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents), either for a minimum period of 1 (one) year to at least 1 (one) organisation in India or for a minimum period of 6 (six) months each to at least 2 (two) organisations in India, in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019, PROVIDED (i) the bidder has the relevant experience in providing O&M Services of at least 4 (four) Systems out of aforesaid 12 (twelve) Systems i.e. Lifts, HVAC System,

Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents) either for a minimum period of 1 (one) year to at least 1 (one) organisation in India or for a minimum period of 6 (six) months each to at least 2 (two) organisations in India, in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019, by itself; (ii) the bidder furnishes copies of duly executed memorandum of understanding with each of such entities along with its bid, in the format specified in Form - 16 of the Bidding Forms; and (iii) the bidder along with such entity or entities collectively have provided O&M Services for each of the following Systems - Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS).

It is hereby clarified that the Corporation shall have no direct financial or contractual relationship with any of the entities with whom the bidder will enter into a memorandum of understanding and in the event the bidder

becomes the Selected Bidder, such entity or entities shall provide relevant part or portion of the O&M Services as sub-contractor(s) of the Selected Bidder and the Selected Bidder shall at all times be liable to the Corporation for all aspects of the O&M Services notwithstanding existence of such sub-contract(s) between the Selected Bidder and the aforesaid entity or entities.

- (c) The bidder shall not be barred or blacklisted from participating in any assignment or project or shall not have any pending disputes with the Corporation which continues as on the date of submission of its bid. The bidder shall furnish an undertaking to this effect as per format given in Form - 4 of the Bidding Forms.
- (d) The bidder shall furnish an undertaking as per format given in Form - 4 of the Bidding Forms that the bidder shall not be barred or blacklisted from participating in any assignment or project or shall not have any pending disputes with the Corporation which continues as on the date of submission of its bid.
- (e) The bidder shall furnish an undertaking in the format specified in Form -14 of the Bidding Forms that in the event the said bidder becomes the Selected Bidder for the Package, it shall engage a sub-contractor for providing operation, repair and maintenance of the Medical Gas

Pipeline System installed at the Super Speciality Hospitals comprised in such Package, who shall have completed installation and commissioning of similar Medical Gas Pipeline System projects including sourcing equipment of oxygen system, nitrous-oxide system, compressed air system and vacuum system.

- (f) The bidder shall furnish an undertaking for deployment of technical key personnel as per format given in Form-14 of the Bidding Forms
- (g) The bidder must have a valid license under the Contract Labour (Regulation and Abolition) Act, 1970 and registration under the Employees State Insurance Act, 1948.
- (h) The bidder must have obtained authorisation by the Government of India to maintain employees provident fund accounts under the Employees Provident Funds and Miscellaneous Provisions Act, 1952.
- (i) The bidder must have obtained valid registration with the Controlling Authority under the Payment of Gratuity Act, 1972.
- (j) The bidder must have obtained all licenses and registrations required under the Applicable Laws in relation to civil, electrical, mechanical and other works forming part of the O&M Services in terms of the Schedule of Requirements.
- (k) The bidder must have valid PAN and TAN.

- (l) The bidder must have valid Goods and Services Tax (GST) registration.

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 constitute 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 promoters/controlling shareholders/partners/designated partners/management in common;
- (b) they receive or have received any direct or indirect subsidy or financial grant or financial assistance 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 L1 Bidder in terms of Clause 34 of this ITB shall be eligible for award of contract for the Package subject to terms and conditions contained herein.

4.5 A bidder, who is under a declaration of ineligibility by the Corporation in accordance with Clause 3 of this ITB or by any department of Government of India or Government of West Bengal, and which is continuing as on 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, which is satisfactory to the Corporation, as the Corporation shall reasonably request.

## 5. Requirements

5.1 The bidders are cautioned to read the SoR carefully, as there may be special requirements. The requirements outlined are the minimum requirements for the O&M Services sought. The O&M Services offered by the Selected Bidder must meet the said requirements mentioned in the SoR and the provisions contained in the GCC.

Bidders are advised to submit their respective bids after visiting  
5.2 the Super Speciality Hospitals and ascertaining for themselves

the access to the sites, site locations and conditions, surroundings, patient volumes, Systems including various plant, machinery, equipments and other facilities installed thereat, location, availability of power, water and other utilities for provision of O&M Services, Applicable Laws and regulations, and any other relevant matter.

- 5.3 It shall be deemed that by submitting a bid, the bidder has:
- (a) made a complete and careful examination of the Bidding Documents;
  - (b) received all relevant information requested from the Corporation;
  - (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Corporation relating to any of the matters referred to in Clause 5.2 above;
  - (d) satisfied itself about all matters, things and information including matters referred to in Clause 5.2 hereinabove necessary and required for submitting an informed bid, provision of the O&M Services in accordance with the SoR and the GCC and performance of all of its obligations there under;
  - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters

referred to in Clause 5.2 above hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Corporation, or a ground for termination of the Service Agreement by the Service Provider;

(f) acknowledged that it does not have a “conflict of interest” as specified in Clause 4.3 above; and

(g) agreed to be bound by the undertakings provided by it under and in terms hereof.

5.4

The Corporation shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents or the bidding process, including any error or mistake therein or in any information or data given by the Corporation.

**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 Clause 8 of this ITB.

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 – General Conditions of Contract (GCC)

Section VI – Service Agreement

- 6.2 The Corporation is not responsible for the completeness of the Bidding Documents and any agenda or corrigenda thereto, if they were not obtained directly from the source stated in SI. No. 5 of 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 in case of any inconsistency shall be in accordance with the following sequence:
- (a) the Service Agreement,
  - (b) the General Conditions of Contract,
  - (c) the Schedule of Requirements,

- (d) the Notice Inviting e-Tender and the Instructions to Bidders,
- (e) the Bidding Forms.

7. Clarification of Bidding Documents, Pre-Bid Meeting
- 7.1 A bidder requiring any clarification of the Bidding Documents shall contact the Corporation in writing by sending an email to the Corporation's email address at [info@wbmsc.gov.in](mailto:info@wbmsc.gov.in) or raise its queries during the pre-bid meeting in accordance with Clause 7.3 of this ITB. 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 Clause 8 of this ITB.
- 7.2 The bidder's designated representative is invited to attend a pre-bid meeting at the office of the Corporation at SwasthyaSathi Building, on .....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 Sl. No. 15 of thee-NIT.
- 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 10 (ten) 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 Clause 8 of this ITB 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>.

8.2 To give bidders reasonable time 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 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 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 upon.

11. Documents comprising the Bid
- 11.1 Bids are to be submitted online following the process mentioned in Sl. No. 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) e-NIT Acceptance Form, as per format given in Form -2 of Section - IV (Bidding Forms);
- (iii) Technical Capacity Information (duly filled in by the bidder), 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);

(vi) Certificate of Financial Capacity, as per format given in Form – 8A of Section - IV (Bidding Forms);

(vii) Certificate of Relevant Turnover, as per format given in Form - 8B of Section - IV (Bidding Forms);

(viii) Audited Balance Sheet for financial years 2016-2017, 2017-2018 and 2018-2019 as per Form 9 of Section IV (Bidding Forms);

(ix) Undertaking for engaging sub-contractor for providing operation, repair and maintenance of Medical Gas Pipeline System component of the O&M Services as per format given in Form-13 of Section - IV (Bidding Forms);

(x) Undertaking for deployment of technical key personnel as per format given in Form-14 of Section - IV (Bidding Forms); and

(xi) Memorandum of Understanding as per format given in Form-15 of Section - IV (Bidding Forms).

**To be filled in EMD folder:**

(i) 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.

**To be filled in NIT folder:**

(i) e-NIT (Section - I) and Instructions to Bidders (Section - II)



(uploaded with digital signature);

(ii) General Conditions of Contract (Section-V) and Service Agreement (Section - VI); and

(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 Certificate of Registration from the Controlling Authority under the Payment of Gratuity Act, 1972;
- (g) Copy of letter recording issue of TAN; and
- (h) Copy of letter recording Goods and Services Tax registration number.

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

Copy of documents of incorporation/registration (i.e. Memorandum and Articles of Association and Certificate of Incorporation for companies, Partnership Deed for partnership

firms and certificate of incorporation and LLP Agreement for limited liability partnerships). In case the bidder is a proprietorship firm, then copy of an affidavit executed by the proprietor of such bidder before alst Class Magistrate that the he/she is the sole proprietor of the firm.

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

Copy of Income Tax Returns for the financial years 2016-2017, 2017-2018 and 2018-2019.

**To be filled in DECLARATION 2 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) The bidder shall produce records such as completion certificate or job certificates, to the satisfaction of the Corporation evidencing that it has provided O&M Services of Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management Systems (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents), either for a minimum period of 1 (one) year to at least 1 (one) organisation in India or for a minimum period of 6 (six) months each to atleast 2

(two) organisations in India, in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019;

In the event the bidder does not meet the aforesaid qualification criteria by itself fully, it shall produce records such as completion certificate or job certificates of one or more other entities for provision of O&M Services in respect of upto a maximum of 8 (eight) Systems out of the aforesaid 12 (twelve) Systems i.e. Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents), to the satisfaction of the Corporation evidencing, that the bidder alongwith such entity or entities collectively have provided O&M Services of Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management Systems (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents),

either for a minimum period of 1 (one) year to at least 1 (one) organisation in India or for a minimum period of 6 (six) months each to at least 2 (two) organisations in India, in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019.

(b) Certificate from a chartered accountant satisfactorily evidencing that the bidder has an average annual turnover of at least Rs. 1,00,00,000/- (Rupees One Crore) in the last 3 (three) financial years, viz. 2016-2017, 2017-2018 and 2018-2019;

(c) Certificate from a chartered accountant satisfactorily evidencing that the bidder has an average annual turnover of at least Rs. 50,00,000/- (Rupees Fifty Lakhs) from providing O&M Services of Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management Systems (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents) in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019;

In the event the bidder does not meet the aforesaid qualification criteria by itself fully, and intends to

provide relevant annual average turnover of one or more entities as per the condition prescribed in Clause 9(iii)(b) of the e-NIT read with Clause 4.2.1(b) of the ITB, then it can provide Certificate from a chartered accountant satisfactorily evidencing that the bidder alongwith such entity or entities cumulatively have an average annual turnover of at least Rs. 50,00,000/- (Rupees Fifty Lakhs) from providing O&M Services of Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management Systems (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents).

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 following documents in one folder:

**Statutory cover of Financial Bid containing:**

The Financial Bid for each Package shall comprise of the Bill of Quantity (**BOQ**) in the specified format in respect of such

Package wherein the bidders shall quote the Monthly Contract Fee in the specified format i.e. the fee quoted per month by the bidder for providing the O&M Services separately for all the Super Speciality Hospitals comprised in the said Package inclusive of all applicable rates, levies, taxes, cesses and statutory duties, if any, under the Applicable Laws for the time being in force.

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

Scanned copy of Form 7G or 7G (Uluberia) as specified in Section IV (Bidding Forms) of the Bidding Documents which shall comprise the fee quoted per month by the bidder for each component of the O&M Services for each Super Speciality Hospitals comprised in the Package inclusive of all applicable rates, levies, taxes, cesses and statutory duties, if any, under the Applicable Laws for the time being in force. It may be noted that the total fee quoted per month by the bidder in the manner specified above for each Super Speciality Hospital comprised in the Package and the Monthly Contract Fee quoted by such bidder in the BOQ for the said Super Speciality Hospitals comprised in such Package, shall be the same. In other words, the contract fee quoted per month by the bidder in the format specified in the abovementioned Forms of the Package is simply a break up (O&M Service component wise) of the Monthly

Contract Fee for such Package.

***(Note: If any bidder uploads the scanned copy of the aforesaid Form 7G or Form 7G(Uluberia) in any other folder or places other than the FINANCIAL FORM folder as specified hereinabove, then the bid submitted by such bidder shall be forthwith rejected.)***

Failure on the part of a bidder to submit the Monthly Contract Fee (in INR) for providing the O&M Services for each of the Super Speciality Hospitals forming part of the Package, shall result in the Financial Bid being rendered non-responsive and lead to disqualification of such bidder from the bidding process.

11.4 For the purpose of submitting both the Technical Bid and the Financial Bid, only downloaded copies of the Bidding Documents are to be uploaded, virus scanned and digitally signed by the bidder.

## 12. Letters of Bid

The covering letter and the letter of Financial Bid shall be prepared using the Form 1 and Form 7 furnished in the 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, shall be the Monthly Contract Fee being the lump sum rate quoted by the bidder in the BOQ as well as the format specified in Form 7G or 7G(Uluberia) (as applicable) of the Bidding Forms for providing 24x7 O&M Services for the Package on per month basis which shall be inclusive of all applicable rates, levies, taxes, cesses and statutory duties, if any, under the Applicable Laws for the time being in force. Only a fixed Monthly Contract Fee for each Package (up to two decimal places) can be quoted by the bidder for providing the O&M Services as per the provisions contained in the Schedule of Requirements and the General Conditions of Contract.

13.3 The Monthly Contract Fee quoted for each Package by the bidder shall not be subject to any escalation or adjustment.

14. Currencies of Bid and Payment

The Monthly Contract Fee 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.

15. Documents Establishing the Qualifications of the Bidder

To establish its qualifications to perform the obligations under the Contract, the bidder shall provide the information requested in the Form 3 of the Bidding Forms.



16. Period of Validity of Bids
- 16.1 Bids shall remain valid for the entire Bid Validity Period. 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 EMD/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 NEFT/RTGS Challan or Net-Banking Receipt towards the payment of Bid Security as prescribed in the e-NIT and ITB.
- 17.2 The aforesaid EMD/Bid Security amount will be deposited by the intending bidders electronically in the following manner:  
online – through its net banking enabled bank account, maintained at any bank; or  
– through any bank by generating NEFT/ RTGS challan from the e-tendering portal.
- 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.

- 17.3 Any bid not accompanied by 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 rejected by the Corporation as non responsive.
- 17.4 The Bid Security amount provided by the unsuccessful bidders for the Package 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 the Package.
- 17.5 The EMD/Bid Security may be forfeited/invoked in any of the following events:
- (a) If a bidder withdraws its bid during the Bid Validity Period specified by the bidder, except as provided in Clause 16.2 of this ITB;
  - (b) If a bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in Clause 3.1 of this ITB;
  - (c) If the bidder is declared disqualified in terms of Clause 4.3 of this ITB;
  - (d) If the Selected Bidder fails to:
    - i) furnish a Performance Guarantee in accordance with Clause 36.1 of this ITB; or
    - ii) sign the Service Agreement in accordance with Clause 37.1 of this ITB;

(e) If the bidder is otherwise in breach of the terms of the Bidding Documents.

18. Format and Signing of Bid

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 Bids

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).

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 SwasthyaSathi 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 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. 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.

20. Deadline for Submission of Bids      20.1 Complete bids (including Technical and Financial) shall be uploaded in the e-tender website i.e. <https://wbtenders.gov.in> not later than the date and time as mentioned in Sl. No. 15 of thee-NIT.
- 20.2 The Corporation may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 8.2 of this ITB, 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 authorized representative(s) of the Corporation at the time, date and the place specified in Sl. No. 15 of the e-NIT and also in the manner specified in the e-NIT. The authorized

representative(s) of the Corporation shall decrypt all Technical Bids submitted by the bidders and copy its contents to any storage device such as a compact disc, pen drive or hard drive. The authorized representative(s) of the Corporation may take print outs of all Technical Bids. The date and time for online opening of Financial Bid will be as per Sl. No. 15 of the e-NIT. The manner of online opening of Financial Bid will be same as Technical Bid opening and the authorized representative(s) of the technically qualified bidders will be required to attend the opening of Financial Bid.

21.2 All folders containing the Technical Bids shall be opened one at a time, and the following information shall be recorded:

- (a) the name of the bidder;
- (b) the presence of scanned copy of the 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;
- (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.

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.

21.3 If the scanned copy of the 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 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>. At the end of the evaluation of the Technical Bids, the Corporation will upload on <https://wbtenders.gov.in>, names of the bidders who have submitted substantially responsive Technical Bids as per provisions of this ITB 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 Clause 26 of this ITB. All folders containing Financial Bids shall be opened one at a time and the following information shall be recorded:

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

No bid shall be rejected at the time of opening of Financial Bids except when the Financial Bid is not in accordance with the provisions specified in 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 the Notification of Award for the Package is communicated to the Selected Bidder.   |
|     |                       | 22.2 | Any attempt by a bidder to influence the Corporation in the evaluation of the bids or decisions regarding award of contract shall 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 thereto shall be in writing. No change in the substance of the Technical Bid, or, prices quoted 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

For the purpose of 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.

25. Examination of Technical Bids

The Corporation shall first examine the Technical Bid to ascertain that all documents and technical documentation requested in Clause 11.2 of this ITB have been provided, and also 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 26.1 The Corporation's determination of a bid's responsiveness is to



## Technical Bid

be based on the contents of the bid itself.

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,

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Service Agreement including the Scope of Work as specified in the Schedule of Requirements; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Corporation or the H&FWD, Government of West Bengal, or the bidder's obligations under the Contract including the Scope of Work as specified in the Schedule of Requirements; or

(b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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, Reservation or Omission.

26.4 If a bid is not substantially responsive to the requirements of the Bidding Documents and is rejected by the Corporation, it shall not subsequently be made responsive by correction of the material Deviation, Reservation, or Omission.

27. Non-conformities, Errors, and Omissions
- 27.1 The Corporation may waive any non-conformity 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 period of 7 (seven) days of time, to rectify non-material non-conformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Bid. Failure of the bidder to comply with the request of the Corporation may result in the rejection of its bid.
28. Evaluation of the Technical Bid
- 28.1 The Corporation shall determine to its satisfaction during the evaluation of Technical Bids whether bidders meet the qualifying criteria as specified in Clause 4.1 and 4.2 of this ITB and other qualifying criteria specified in the e-NIT and the ITB.
- 28.2 The determination shall be based upon a detailed examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to Clause 11.2 of this ITB.
29. Evaluation Criteria
- 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 Bids.

The Financial Bids of the bidders, who do not meet the qualifying criteria prescribed in Clause 4.1 and 4.2 of this ITB will not be opened.

30. Preliminary Examination  
of Financial Bids

The Corporation shall examine the Financial Bids to ascertain that all documents requested in Clause 11.3 of this ITB have been provided, and also 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

The Corporation shall only consider the Monthly Contract Fee quoted by the bidders in the BOQ for providing 24x7 O&M Services for the Package on per month basis, for evaluation of the Financial Bid of the technically qualified bidders. No other evaluation criteria or methodology shall be permitted.

32. Comparison of Bids

32.1 The Corporation shall make a table of all the Financial Bids of technically qualified bidders of each Package.

32.2 The Financial Bids for all the technically qualified bidders for the Package will be opened *in seriatim*. Upon decryption of the Financial Bids of all technically qualified bidders, a table shall be prepared containing particulars of Financial Bids as submitted by each of the technically qualified bidders.

33. Corporation's right to accept any bid, and to reject any or all bids
- The Corporation reserves the right to accept or reject any bid or to annul the bidding process and reject all bids at any time prior to Notification of Award, without thereby incurring any liability to bidders. In case of annulment, all bids submitted along with the EMD/Bid Securities, shall be returned to the respective bidders within a period of 30 (thirty) days from the date of such annulment of the bidding process.

**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 Bidder**") for a Package shall be declared as the L1 Bidder for such Package and be eligible for award of the contract for such Package subject to the terms and conditions contained hereinafter.
- 34.2 Ordinarily, the L1 Bidder of a Package will be declared as the Selected Bidder for the said Package and be awarded the contract for the said Package. 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 ("**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 the bidder 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 Tie 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 said 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 the award by the Corporation prior to expiry of the Bid Validity Period by uploading such information in <https://wbtenders.gov.in> or by email or facsimile confirmed by registered letter. This letter

(hereinafter called the “**Notification of Award**”) will state the Contract Fee, which the Corporation will pay to the Selected Bidder in consideration of the O&M Services to be provided by the Selected Bidder in terms of the of the provisions contained in the General Conditions of Contract and the Schedule of Requirements in respect of each Package. Subject to the terms of the Contract, the Selected Bidder shall have to commence the O&M Services in phases as may be directed by the Corporation.

35.2 Until the Service Agreement is executed, the Notification of Award shall constitute a direction to commence O&M Services in such phases as may be directed by the Corporation, subject to the furnishing of a Performance Guarantee in accordance with the provisions of Clause 36.1 of this ITB, whereupon the Service Agreement shall come into force.

36. Performance Guarantee 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 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 3 (three) months after the expiry of the Term of Agreement.

For avoidance of doubt, in the event the Corporation decides

36.2 to enter into separate Service Agreements with the Selected Bidder for each of the Super Speciality Hospital comprised within a specific Package, the Selected Bidder for the said Package shall be required to provide the Performance Guarantee through multiple bank guarantees from a Scheduled Bank under each of the Service Agreement to be entered into between the Corporation and the Service Provider, in terms of the requirements mentioned in this ITB as well as the provisions contained in the General Conditions of Contract. Further, the cumulative amount of such multiple bank guarantees, which shall be specified by the Corporation in the Notification of Award, shall have to be equal to the Performance Guarantee amount specified in the General Conditions of Contract.

Promptly after receipt of the Performance Guarantee from the

37. Signing of Service Agreement

37.1 Selected Bidder of any Package and satisfaction of the Conditions Precedent(s) (as specified in the General Conditions of Contract) by the Selected Bidder, the

Corporation shall send to 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.

37.2 Within 3 (three) days of receipt of the Service Agreement from the Corporation, the Selected Bidder shall sign and date the Service Agreement and return it to the Corporation.

37.3 In respect of each Package, the Corporation may, in its discretion, execute a single Service Agreement or separate Service Agreements in respect of each Super Speciality Hospital comprising the said Package.





**SECTION III****SCHEDULE OF REQUIREMENTS****("SoR")**

1. The scope of work ("**Scope of Work**") of the Selected Bidder shall include round the clock (24x7) operations, repair and/or replacement in case of breakdown or defect and maintenance ("**O&M Services**") of Lift, HVAC System including Chiller and Floor HVAC, DG Set, Electrical System including HT Panel, LT Panel and Transformer with RTCC Panels, Floor Electrical System including Fans and Pumps and Motors, Solar System, Fire System as well as Fire Fighting System, Portable Fire Extinguishers, Fire Alarm System including Fire Detection and Fire Protection System, Sanitary and Plumbing System, STP or WTP or R.O. System, Medical Gas Pipeline System, Civil Works and Building Management System (BMS) and all other components of the same installed in the Super Specialty Hospital except as specifically excluded in this Schedule of Requirements.
2. This Schedule of Requirements provides an indicative list of the Scope of Work of the Selected Bidder and

nothing in this Schedule of Requirements including the obligation(s) of the Defect Liability Contractor/Comprehensive Maintenance Contractor (as defined in the General Conditions of Contract) specified herein shall or shall be deemed to restrict or limit any of the obligation(s) of the Selected Bidder under the Scope of Work.

3. The Selected Bidder shall carry out all operational and maintenance activities of the Systems in accordance with:
  - i. manuals or instructions of the Original Equipment Manufacturer (“OEM”) and/or Defect Liability Contractor/Comprehensive Maintenance Contractor, or
  - ii. the best practices prevailing in the relevant industry, or
  - iii. in the absence of (i) and (ii) above, as per prior written instructions/approval of the Corporation.
4. The Selected Bidder shall whenever necessary liaise with Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable, for the smooth and safe performance of the O&M Services in the Super Specialty Hospital(s).
5. The Selected Bidder shall maintain logbooks, complaint registers, PPM activity charts and MIS reports, etc, for the Systems on a daily, weekly and monthly basis.
6. A software or application based system to register complaints is to be developed and maintained by the Corporation for logging complaints received from various sections/wings of the Super Specialty Hospital and/or the Corporation. All necessary actions with respect to such complaints shall be performed by the Selected Bidder. The Selected Bidder shall update the status of the complaint on the software and after the expiry of 7 (seven) days or resolution of the complaint whichever is earlier, issue a Certificate of Satisfaction.
7. A weekly report, in writing and electronic form, shall be submitted by the Selected Bidder to the Corporation, every Monday before 11.00 AM, enclosing the attested copies of all records, complaints, rectifications and Certificate of Satisfaction for the immediate preceding week.
8. The Selected Bidder shall provide uniforms, identity cards, helmet, safety shoes, umbrella, torch and all

other safety accessories to all its employees and personnel and ensure that they are always in their uniforms and carry their identity cards while performing their respective services whether during the regular work hours or otherwise.

9. The Selected Bidder shall also maintain a communication system which can operate without cellular network or internet connection like a walkie-talkie with the Corporation apart from telephonic or electronic communication systems.
10. For shutting down any of the Systems, area(s), electricity connection, water connection, etc, in the Super Specialty Hospital for any reason for a certain period of time, the Selected Bidder shall:
  - 10.1. Seek prior written approval of the Corporation and on receipt of such approval proceed with the shut down for such period of time as approved by the Corporation.
  - 10.2. In the event an additional period of shut down is necessary then the Selected Bidder shall notify the Corporation and seek further approval for such extension.

The Selected Bidder shall thereafter inform the Corporation when such O&M Services are resumed.

11. In case there is an emergency or exigency or necessity like completion of ongoing maintenance or testing, the Selected Bidder shall ensure that its employees are available even beyond their normal working hours or on public holidays, etc, without any additional cost to the Corporation.
12. After rectification of any breakdown, defect or performance of the any maintenance of the Systems by the Selected Bidder, the Selected Bidder shall prepare a Compliance Report which shall be submitted to the Corporation within 3 (three) days of such rectification or performance in the form prescribed in Annexure B.
13. In case of any breakdown or defect or maintenance of the Systems which is specifically excluded from the Scope of Work of the Selected Bidder under this Schedule of Requirements then the Selected Bidder shall forthwith notify the concerned Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable, within 1 (one) hour of occurrence of such breakdown or defect and 24 (twenty four) hours of falling due of such maintenance, respectively.

14. After rectification of such breakdown, defect or performance of the maintenance services by the Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, the Selected Bidder shall coordinate with the Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM to prepare a Compliance Report which shall be submitted to the Corporation within 7 (seven) days of such rectification in the form prescribed in Annexure B.
15. The Selected Bidder shall arrange, maintain, replace and replenish, as and when required, an inventory of consumables as specified in Part A of Annexure A and an inventory of all tools and tackles necessary for performing the O&M Services, save and except for those tools and tackles which have been specifically mentioned in Part B of Annexure A (which shall be provided by the Corporation). For the purpose of usage of tools and tackles specified in Part B of Annexure A, which is to be provided by the Corporation, the Selected Bidder shall maintain a proper list of inventory of such tools and tackles provided by the Corporation as well as a register wherein the details such as date and time of obtaining such tools and tackles from the Authorised Representatives of the Corporation, duration of usage of such tools and tackles and date and time of return of such tools and tackles to the Authorised Representatives of the Corporation shall be mentioned.
16. Owing to the nature of services to be rendered in single/multi storied Super Specialty Hospital building, the Selected Bidder shall arrange, maintain and restock, whenever required, the inventory of certain spare parts of the O&M Services at the store of Super Specialty Hospital for repair or maintenance of O&M Services in cases of breakdown or defect. The list of spare parts to be arranged and to be maintained, shall be determined by the Selected Bidder on inspecting the Super Specialty Hospital and the Systems installed therein.
17. Any structure or scaffolding as and when required for undertaking the different repair replacement and breakdown issues related with Civil, S&P and other allied services are to be provided by the selected bidder within 24 (twenty four) hours from the logging of complaint at the SSHs. This cost for such structure or

scaffolding will be borne by the corporation, after due acceptance of the rate by the engineer in charge of the corporation.

18. The Selected Bidder shall use the same or similar brand or make of spare parts as the pre-installed Systems. The Selected Bidder shall procure at his own cost and use the consumables (as specified in Part A of Annexure A), and tools and tackles (other than those tools and tackles specified in Part B of Annexure A) of reputed make as approved by the corporation for the repair, replacement and maintenance of the O&M Services of the Super Specialty Hospital.
19. The Selected Bidder shall perform any service in connection with the Systems and/or Super Specialty Hospital as and when required by the Corporation which may fall outside the Scope of Work for which additional payments shall be made to the Selected Bidder, as approved by the Corporation.
20. The Service Provider shall be liable for any negligent act of its employees, agents, personnel, etc, and in the event of a malfunction, breakdown or defect of the Systems due to such negligent act, whether or not excluded from their Scope of Work, the Selected Bidder shall repair and perform all such necessary actions as required to repair such malfunctions, breakdown or defect at its own cost and expense.
21. Any breakdown or defect caused to the Systems due any *Force Majeure* event shall be forthwith repaired or replaced by the Selected Bidder for which additional payments shall be made to such Selected Bidder, as approved by the Corporation.
22. The Selected Bidder shall maintain and cause renewal of licenses every year for working the lift from the Directorate of Electricity, Government of West Bengal; Consent to Establish from the West Bengal Pollution Control Boards; and Fire Certificate for occupancy from West Bengal Fire and Emergency Services and the cost of such licenses shall be reimbursed by the Corporation as considered reasonable.
23. In case of any breakdown or defect in any of the ELV systems installed at the Super Specialty Hospital including server system, LAN system (core switch, all access switch with all passive components like LAN cable, I/O box, patch cord, patch panel failure), CCTV system (all camera, multiplexer, NVR/DVR, passive

components), PA system (all speakers, sound box, control unit, amplifier, mixer and passive components, receivers), IPBX or EPBX system (IP server, EPBX machine, all passive components, receivers), nurse call system (nurse call unit, bed switch, shower pull cord, door indicator, display units, etc.), video conference system, desktop or printer, video display and access control, etc.; the Selected Bidder shall forthwith notify the Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable, within 1(one) hour of such breakdown or defect.

**A. Lifts**

1. The Selected Bidder shall carry out all operations of the lifts installed in the Super Specialty Hospital (“Lifts”) including round-the-clock (24x7) operation of at least 2 (two) Lifts in the main lobby of the Super Specialty Hospital. For all the remaining Lifts in the Super Specialty Hospital, the time of operation shall be 8 am to 8 pm. However, the operation hours can be changed as per direction of the Corporation stationed at the Super Specialty Hospital. The Selected Bidder shall ensure that at least 2 (two) lift operators shall always be present to attend immediately when the Lift is stuck or upon receiving any alarm calls from any of the Lifts.
2. The Selected Bidder shall operate the Lifts on all days of the month including Sundays and other public holidays. The Selected Bidder shall ensure that in case of breakdown or stoppage or failure of Lifts between the landings on account of any interruption in power supply, the rescue operation shall be performed by the technical staff of the Selected Bidder.
3. The Selected Bidder shall regularly clean the lift car and the machine room.
4. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/Original equipment Manufacturer, as applicable, shall rectify any breakdown or defect in the Lift(s) including all major and allied components including ARD, MRO, fascia, motors, chain pulley, control relays, drive panels, speed governor, display panels, fan blowers, lift car, counter weight, buffer spring, rope, etc, of the Lift(s) in coordination with the OEM.

5. Malfunctioning of all parts will be rectified or replaced by the Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/Original equipment Manufacturer, as applicable. But service charges will be applicable if the equipment got damaged by reason of misuse of the equipment got damaged by reason of misuse of the equipment, another's negligence, theft, vandalism, explosion, fire, water damage, storm, lightening, nuisance calls, force majeure, or any other reason or cause beyond control of the Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable,. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable, shall carry out maintenance of the Lifts every 30 (thirty) days.

**B. HVAC**

1. The Selected Bidder shall carry out all operations of the HVAC system (chiller system/VRF system/Ductable split system/ Hi-wall split system) installed at the Super Specialty Hospital ("HVAC") including chiller, chiller plant, cooling tower with fan, VRF unit, hot water generator, ball valve, isolation valve, chilled water circulating pump, hot water circulating pump, compressor, AHUs, FCUs, axial fan, blowers, sensors, all types of measuring instrument, inline fans, all ducting, all types of filter, all types of valve and ventilation system and all other equipments in HVAC plant setup including BMS system, etc. The Selected Bidder shall inspect the water levels and quality of make up water tank and replenish as and when needed.
2. The Selected Bidder shall inspect incoming electrical power supply, compressor body temperature, CHW temperature, sensor position and health, compressor oil level, rotation of condenser fan or CT fan, any abnormal sound or vibration there from, refrigerant leakage, blockage in condenser coil and pipeline.
3. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable,shall rectify any breakdown or defect in the HVAC including all major or allied components thereof such as all types of AHU, CHAU, FCU, compressor, hot water system, split unit, etc.



4. The Defect Liability Contractor/Comprehensive Maintenance Contractor shall carry out maintenance of the Chiller (except filters) every 3 (three) months, check and service the air-conditioning plant every 3 (three) months, attend to the plant whenever called upon, clean the condensers coils every 6 (six) months if necessary, replenish refrigerant required as a result of a leak in the system arising out of fair wear and tear, rewind compressor motor of electrical and safety controls of the units and repair the same as and when required and repairing of microprocessor controls.
5. Except as under Clause B.4, the Selected Bidder shall carry out the maintenance of HVAC such as:
  - a. check all HVAC units and associated components for proper voltage, amperage, contact relays and tighten loose fans, fan belts for wear and tightness, pulleys for dirt build up, cracked collars, unsealed motors for lubrication, motors, pumps and compressor operations, VAV drains, drain lines, traps and drain pans, for static pressure, mold and algae build-up and correct as needed.
  - b. switch on or switch off of the air conditioning systems, maintain temperature at 23 degrees +/- 1 degrees or as decided by the Corporation and the response and resolution time less than 30 (thirty) minutes.
  - c. make available all the equipment in working condition at all times to start the system as required, carry out the operation of the plant round the clock and monitor various parameters related to operational snags, abnormal functioning, etc, maintain the cooling towers and periodical physical verification of the temperature at the office spaces and data logging.

**C. Diesel Generator**

1. The Selected Bidder shall perform all operations of the DG sets installed at the Super Specialty Hospital ("DG").
2. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable, shall rectify any breakdown or defect in the DG including all its major and allied components such as Alternator, Engine, Speed Governor, Starter motor, Batteries, Contactors, Relays,

etc.

3. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable, shall carry out maintenance of the DG every month. The service engineer of the OEM will visit the Super Specialty Hospital when required and examine the nature of breakdown and replace the materials during DLP on agreed terms except if breakdown is due to mishandling or improper use.
4. Except as under Clause C.3, the Selected Bidder shall carry out maintenance of the DG such as:
  - a. ON LOAD testing of DG daily, check DG Set ON LOAD every 7 (seven) days, keep records of diesel consumption, ensure adequate diesel in the fuel tank at all times, and ensure all batteries are healthy.
  - b. Maintain a daily consumption report of fuel used in DG for each month and submit the same to the Corporation.
  - c. Check and fill diesel, ensure all batteries are in sound working condition, attend to defects as and when required.
  - d. Check and maintain engine oil level, coolant level, etc.
  - e. Carry out trial run of DG daily before starting the operation every day and operate the DG according to the functional requirements.
  - f. Carry out dusting of all electrical equipments or panels daily including operation of all related valves as and when required and maintaining operation log sheets.
  - g. Arrange suitable rating of mobile DG to meet the power requirement in case of any emergency in consultation with the Corporation. Rent of the DG (including fuel and labour cost of hired DG) shall be reimbursed on cost to cost basis subject to verification and approval by the Corporation.

<b>Package-G</b>						
<b>Sl.No.</b>	<b>Location of Super Speciality Hospital</b>	<b>District</b>	<b>No. of Beds</b>	<b>Rating (in KVA)</b>	<b>No. of DGs</b>	<b>Make</b>
1	Sagardighi	Murshidabad	300	750	2	Captiva

2	Bolpur	Birbhum	300	750	2	Captiva
3	Metiabruz	South 24 Pgs.	300	750	2	Captiva
4	Kakdwip	South 24 Pgs.	300	750	2	Captiva
5	Debra	Paschim Medinipur	300	750	2	Captiva
6	Nandigram	Purba medinipur	300	750	2	Captiva
7	Uluberia	Howrah	300	320	2	Sterling & Wilson

#### D. Electricals

1. The Selected Bidder shall perform the all the operations of electricals like HT Panel, LT Panel, Transformer with RTCC Panel, etc, installed at the Super Specialty Hospital ("**Electricals**").
2. The Defect Liability Contractor/Comprehensive Maintenance Contractor shall rectify any breakdown or defect in the Electricals such as (i) major components of HT Panels like VCB, Control Relays, C.T, P.T, metering equipments, annunciation, power bank, operating handles, surge arrester, busbar; (ii) major components of LT Panels (like main L.T Panel, AMF panel, APFC panel, RTCC panel, fire pump panels, pump panels, UPS panels, lift panel, floor panels, HVAC panels, bulk power panel for medical equipments, solar panel, external lighting panel, substation lighting panel, etc) and also DB (like floor DB, EMDB, UPSDB, PDB, ACDB, etc) such as ACB,MCCB,MCB, motorised MCCB, MPCB, RCCB, control relays, C.T, P.T, metering equipments, annunciation, UPS along with batteries, operating handles, surge arrester, busbar, timer, time switch, drive, PLC, single phase preventer, capacitors, rectifiers, contactors, (iii) major components of transformer with RTCC panels such as windings (primary & secondary side), control relays, tap control, bushings, buchholz relay, oil surge relay, OT & WT units, AVR, annunciation, etc, in coordination with the OEM.
3. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contrator/OEM, as applicable, shall carry out maintenance of the HT panel in every year. The service engineer of the OEM will visit the Super Specialty Hospital when required and examine the nature of breakdown and replace the materials during DLP on agreed terms except if breakdown is due to

mishandling or improper use.

4. Except as under Clause D.3, the Selected Bidder shall carry out maintenance of the Electricals such as:
  - a. Check switching on and off of H.T Breaker, transformers tap changing, L.T distribution feeders, all DBs, trip circuit healthy status, control circuit with operation of relays along with the display of fascia annunciation, etc, as and when required.
  - b. Attend cable or busbar faults, repairing or replacement or rectification or testing of faulty cables or bus-bars or termination and jointing of HT and LT Cables, as and when required. The agency may charge for restoration of such fault/breakdown issue, but this is subject to types of faults or breakdown at the SSHs and under the absolute perview and acceptance of the Engineer-in-charge of the respective SSHs.
  - c. Cleaning and tightening of all busbars in electrical panels, cleaning of all cables, nuts and bolts of HT, transformer every 6 (six) months, and replacement of defective or damaged components or spare parts or consumables specified in Part A of Annexure Aas and when required.
  - d. Arrange shut down of feeders as and when required taking all due precautions and with due approval of the Corporation in accordance with Clause 10 of this SoR, except in fire emergency when shutdown becomes unavoidable for safety reasons.
  - e. Maintenance of breakers or transformers, motors, HT/LT/Control Panels, etc, including bus-bars, relays, contactors, push buttons, indicating lamps, fuses, etc.
  - f. Internally clean all electrical panels with the help of blower, tighten the nuts and bolts in the panel and clean the ACBs/MCCBs/RCCBs/MCBs every 30 (thirty) days.
  - g. Maintain HT or LT panels and circuit breakers.
  - h. Inspect and maintain all types Panels (HT & LT), Breakers(VCBs, ACBs, MCCBs, ELCBs, RCCBs, MCBs) bus-bars, transformers, L.T distribution feeders, all DBs, all starters, motors, control circuit, relays along with the display of fascia annunciation, push buttons, selector switch, isolators, contactors, indicating

lamps, timer, fuses, Cable(HT, LT, Control, Signal), PLC unit etc and remove dust or dirt, clean with approved solvents/blower/brush/cloth, etc.

- i. Remove dust or dirt, clean with approved solvents, tighten nut-bolts, terminations, etc, dismantle and clean arcing chutes, arcing contacts, isolating contacts, clean all fixed and moving contacts with approved solvents and clean.
- j. Lubricate the tripping and closing mechanism and also to ensure free movement of breaker on guide channels complete as required and checking of IR (Insulation Resistance) value every 12 (twelve) months,
- k. Test and calibrate CTs for protection and metering of HT/LT panels and also check of tripping system with Primary Injection Test Method yearly or as and when required.
- l. Test PTs in HT/LT panels, check ratio and resistance of wire along with associated control wiring yearly or as and when required. Test and calibrate various types of Relays with Secondary Injection Test set, including checking, overhauling, and removal of minor defects and coordination of relay settings as and when required yearly. Check and test tripping circuit of all circuit Breakers by Primary Injection Test Method as and when required.
- m. Test measure Earth Resistance Value every 30 (thirty) days with Digital Earth Tester (including watering of earth pits with salt, as and when required, so as to improve the earthing system).
- n. Take meter readings of substation panels and various other parameters as per directions of the Corporation and make daily operation log sheets.
- o. Record number of tripping of HT breaker and tap changing counter of OLTC type transformer, as vacuum units require replacement after certain operation, as specified by the OEM.
- p. Check battery voltage of the pilot cells and measuring the specific gravity of the cells (in case of wet cells).
- q. Perform transformer oil test once in 6 (six) months or as specified by the OEM and carry out oil

filtration, at his own cost as and when required.

- r. Repair and/or replacement of HPSV/HPMV/FTL/LED Lamp set, junction boxes, timer switches, stay wire connecting to the street lighting systems, cleaning of street lighting fixtures (Perspex covers, reflectors etc.), straightening and strengthening of the tilted poles and pole painting. Minor trimming of plants, removal of bird nest etc. The Selected Bidder shall ensure availability of all necessary tools and tackles, ladders, any type of scaffolding and other safety equipment for carrying out the above mentioned assigned jobs at his own risk and cost.

#### **E. Floor Electricals**

1. The Selected Bidder shall perform all operations of Floor Electricals including electrical floor panels, distribution boards, UPS, inverter, signage, batteries, light, fan, building and distribution wiring, pumps, motors of the Super Specialty Hospital building, service building, STP building installed at the Super Specialty Hospital ("**Floor Electricals**").
2. The Defect Liability Contractor/Comprehensive Maintenance Contractor shall rectify any breakdown or defect in floor electricals such as (i) fans like ceiling fan, exhaust fan, cabin fan, blower fan, AHU, smoke evacuation fan, lift pressurization fan and their components, (ii) pumps and motors like jockey pump, hydrant pump, sprinkler pump, diesel pump, WTP pumps, STP pumps, submersible pump, hot water generator and their components, (iii) UPS and inverter including all types of online and offline UPS, Inverter, Dry and Wet Cell Batteries, Voltage Stabilizer, in coordination with the OEM.
3. The Selected Bidder shall carry out all maintenance activities of the Floor Electricals such as:
  - a. Checking and rectifying faults, if any, of geysers, water dispensers, indoor light, outdoor light, etc, in the Super Speciality Hospital.
  - b. Maintain lights, fans, rising mains DBs, meters, pantry equipment, sockets, switches, MCBs, etc, and replace the same whenever required.
  - c. Attend day-to-day problems of all LT/UPS/control panels/DB installed at the Super Speciality Hospital

and rectify the same whenever required.

- d. Provide temporary connections to construction or modification works and equipment in Super Speciality Hospital with due permission of the Corporation.
- e. Reset MCBs or ELCBs, isolate faults in light fittings or in false ceiling and non- false ceiling area, etc, and rectify the same at any floor of the Super Speciality Hospital.
- f. Check earthing of the Super Speciality Hospital every 30 (thirty) Days.
- g. Cleaning of the UPS, inverter, batteries etc as applicable.

**F. Solar System (applicable for Uluberia SSH only)**

1. The Selected Bidder shall carry out all operations of solar systems installed at the Super Specialty Hospital ("**Solar System**").
2. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable, shall replace or rectify the breakdown of solar panels, inverters, batteries, solar hot water generator, in coordination with OEM.
3. Malfunctioning of all parts will be rectified or replaced by the D Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable. But service charges will be applicable if the equipment got damaged by reason of misuse of the equipment got damaged by reason of misuse of the equipment, another's negligence, theft, vandalism, explosion, fire, water damage, storm, lightning, nuisance calls, force majeure, or any other reason or cause beyond control of the Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM. Solar vacuum tube, gaskets, katoris, dust rings, fittings are not covered under DLP. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable, shall carry out maintenance of the Solar System every 6 (six) months. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM shall carry out

maintenance of the solar system and solar system hot water generator including solar tank, solar manifold, interconnection pipings every 6 (six) months.

4. Except as under Clause F.2 and F.3 above, the Selected Bidder shall carry out all the maintenance of the Solar System such as:
  - a. Clean PV module on regular basis, tighten all electrical connections on a daily, weekly, fortnightly, monthly, quarterly, half yearly or yearly basis as may be required to minimize breakdowns or defects and to ensure smooth and trouble free running of the Solar System.
  - b. Undertake necessary maintenance or troubleshooting work of the Solar PV Power Systems and ensure that the down-time shall not be more than 72 (seventy-two) working hours from time of occurrence thereof.
  - c. Take adequate measures for prevention of wear and tear of the Solar System.

**G. Fire System (Fire Detection and Fire Protection System)**

1. The Selected Bidder shall carry out all operations of the fire systems installed at the Super Specialty Hospital (“**Fire System**”) including portable fire extinguishers, fire alarms, all the fire fighting equipments, pumps, engines, lay hose lines, nozzles, ladders, fire hydrants, etc, and comply with all Applicable Laws other relevant laws and norms in this regard for prevention of fire.
2. The Selected Bidder shall operate fire apparatus under the direction of the station officer and according to procedures as outlined by the Fire Department.
3. The Selected Bidder shall transport firefighting crews safely in case of any fire or other emergency situations.
4. The Selected Bidder shall operate the fire extinguishers in case of a fire.
5. The Selected Bidder shall operate fire siren or hooter in case of any emergency and arrange announcement on P.A. system in consultation with the Super Specialty Hospital administration.



6. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM shall repair the breakdown of all types of detectors such as smoke detector, heat detector, multi detector, infra red beam detector, etc and manual call point, fire alarm panel, response indicator, duct detector, etc, in coordination with OEM.
7. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable, shall rectify or replace the defects due to inferior quality of raw material or inadequate performance in consultation with OEM during the DLP.
8. Except the maintenance as under Clause G.7, the Selected Bidder shall carry out all the maintenance of the Fire Systems and prevention of fire such as:
  - a. Record all incidences of breakout of fire in Fire Record and preserve copies of all such Fire Records in an appropriate condition at all times.
  - b. Organize and impart training to its employees and personnel and also the employees and personnel of the Super Specialty Hospital administration stationed at the Super Specialty Hospital, in first aid, fire fighting, using fire extinguishers, evacuating the Super Specialty Hospital, calling for fire brigade and providing assistance to fire service or fire fighters in case of breakout of fire.
  - c. Perform a thorough daily inspection; pump check-up, diesel engine operated fire pump check-up including maintaining fuel stock.
  - d. Participate in salvage operations and use salvage covers, floor runners and other related equipment after fire operations to reduce property damage from heat, smoke, fire, gases, and water.
  - e. Perform evacuation drills and training at regular intervals as per relevant laws and norms in consultation with the Corporation.  
  
Be equipped to transfer, lift and move patients by employing appropriate safety and lifting techniques in any emergency.
  - f. Perform regular inspection of all the extinguishers as per relevant laws and norms including checking

their tubes, discharge hoses, pipe, nozzle, clamp, etc, checking of weight for loss of mass in gas type extinguishers and update in fire record.

- g. Arrange for proper placement of extinguishers after inspection or maintenance or refilling and subsequent to its use during fire drills or demonstration, etc.
- h. Arrange for repairing or refilling or replacement of fire extinguishers as and when required. Cost will be borne by Corporation.
- i. Arrange oil servicing of diesel engine fire pump as and when required.
- j. Certify all types of fire extinguishers following its inspection, maintenance or refilling, etc.
- k. Update inspection and maintenance done on each extinguisher in the fire record.
- l. Promptly evaluate any alarm signal received on the control desk or panel and immediately attend to the problems and inform the Corporation, Super Specialty Hospital administration and security staff for any emergency alarm signal received and keep a record of the events.
- m. Arrange periodic inspection or cleaning of heat or smoke or multi detectors on regular basis as required.
- n. Check the working of fire siren or hooters on regular basis.
- o. Check the sensitivity of each detector and make necessary adjustments (repair or replace, if found not to be in acceptable security ranges as per the instruction manual and specifications of the OEM and the local authorities).
- p. Perform any additional special tests as required by any relevant laws and norms.
- q. Perform routine visual inspection of microprocessor based fire alarm system and conduct check up for any problem and inform the Corporation.

#### **H. Sanitary and Plumbing System**

1. The Selected Bidder shall carry out all operations of sanitary and plumbing system including different water supply pumps like submersible pumps, mono-block pumps, centrifugal pumps, etc, installed at the Super Specialty Hospital ("**Sanitary and Plumbing System**").

2. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable, shall rectify any breakdown or defect due to workmanship and inherent manufacturing defects in sanitary plumbing including Indian water closet pan, IWC flush pipe, flushing cistern, short body bib cock, angle valve, flexible hose pipe, CP wall flange, European water closet pan, flushing cistern, seat cover, health faucet, 2 way bib cock, SS floor grating, wash basin, pillar cock, CP bottle trap, CP waste coupling, urinal, urinal partition, urinal push cock, flexible waste pipe, shower wall mixture, shower header, tower rail, shop dish, long body bib cock, geyser, scrub unit, bed pan wash, flush pipe for BPW, cistern for BPW, paper holder, tower ring, ceramic deep sink, sink cock, waste coupling, waste flexible hose, SS deep sink, normal sink, pantry sink, sluice sink, trap, pipe line, valves and other fittings and fixtures, inner of pillar cock, EWC set, CI clamp for pipe, joints water tight, bib cock or stop cock, brass spindle and valve of stop cock or bib rock or push cock or pillar, chlorinated polyvinylchloride (CPVC), low-down cistern parts, bolts and nuts for cistern, high pressure polythene ball cock, polythene ball, wash basin with brackets with or without waste fittings, pillar cock of wash basin, 32 mm NP waste fittings for wash basin including coupling C.P. chain and rubber plug, bed pan sink, rubber washer, G.I. nuts and bolts, Surgeon's mixing valve, lead or polythene waste pipes, cast iron soil pipe with bobbins, nails, cast iron extension pipes for using traps only, UPVC pipes, foot rest for Indian pattern water closet, Indian W.C. including base concrete, flush pipe, M.S. bend or C.P flush pipe with IR adapter, rubber buffer with brass screws, rubber washer, pipe line network (surface, concealed, underground) for fresh water, sewage or waste water, all sanitary plumbing fittings and fixtures including appurtenances etc.
3. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable, shall rectify or replace defects due to workmanship and inherent manufacturing defects i.e.. General wear and tear, damage due to mishandling and theft is not included in DLP.

4. Except as under Clause H.2 and H.3 the Selected Bidder shall carry out all the maintenance of the Sanitary and Plumbing System such as:
  - a. Regularly inspect and clean all sanitary and plumbing fittings, fixtures including water closets, flushing cisterns, wash basins, urinals, sinks, traps, waste couplings, pillar cocks, bib cocks, health faucets, tap cocks, overhead shower arms, angular stop cocks, floor drains, W.C seat covers, urinal partitions, toilet paper holders, towel rings, liquid soap dispensers, coat hooks, soap dishes, grab bars and mirrors, etc.
  - b. Have knowledge of dimensions, compartments, inlet-outlet connections, ventilation pipes, over flow pipe of different storage reservoirs including service reservoirs and distribution system emanating from reservoirs.
  - c. Ensure filling of water in each reservoir at all times so that the Plumbing System demands are met for the day without any compromise.
  - d. Inspect all reservoirs regularly and repair leakage from structure, pipes and valve immediately.
  - e. Perform a detailed inspection by draining individual reservoirs and then cleaning or washing the entire interior surface of the reservoirs including removal and disposal of silts or sediments and foreign matters.
  - f. Clean or flush pipelines. However, during low water level, flushing shall be done with prior permission from the Corporation.
  - g. Repair all leaks immediately on its detection.
  - h. Shall inspect all valves regularly.
  - i. Shall investigate and repair decreased flow through outlets and fixtures.
  - j. Regularly inspect and clean all parts of the drainage system, including soil pipes, waste pipes, ventilating pipes, branch pipes, rain water harvesting line, main sewer lines, manholes, rain water harvesting manhole, master trap, gully trap, catch pit with perforated cover, grease trap, silt chamber, sewer drop connection, ground water recharge pit etc, to ensure that there are no cracks, leakage, deposition of

solid waste, silt, sediment, etc. and also removal of any chocking or clogging of the abovementioned parts of the drainage system.

- k. In case of any blockage or partial sedimentation in the drainage network system, that portion shall have to be cleared.

#### **I. STP/WTP/R.O. System**

1. The Selected Bidder shall carry out all operations of STP/WTP/ R.O System including the respective pumps installed at the Super Specialty Hospital.
2. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contrator/OEM, as applicable, shall rectify any breakdown or defect due to workmanship and inherent manufacturing defects in STP/WTP/R.O System including pipe line network (surface, concealed, underground) for fresh water, sewage or waste water, water purifiers etc.
3. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contrator/OEM, as applicable, shall rectify or replace defects due to workmanship and inherent manufacturing defects. General wear and tear, damage due to mishandling and theft is not included in DLP.
4. Except as under Clause I.2 and I.3 the Selected Bidder shall carry out all the maintenance of the Plumbing System such as:
  - a. Ensure that Reverse Osmosis (R.O) plant is taken special care of to ensure uninterrupted supply of water to the laboratory, blood bank, operation theatre, CCSD, etc.
  - b. Ensure that the water treatment plant including sand filter, activated carbon filter and chemical dosing is taken special care of to ensure uninterrupted supply of water to the entire Super Specialty Hospital. Checklist regarding this will be submitted on every week.
  - c. Monitor the quality of raw water, level of water table, etc. In case of water table being considerably low, the Selected Bidder shall inform the Corporation.

- d. Ensure that sewage or effluent treatment plant is taken special care of to ensure uninterrupted treatment of untreated sewage or effluent and proper disposal of treated sewage and solid waste. Checklist regarding this will be submitted on every week.
- e. Inspect all reservoirs regularly and repair leakage from structure, pipes and valve immediately.
- f. Perform a detailed inspection by draining individual reservoirs and then cleaning or washing the entire interior surface of the reservoirs including removal and disposal of silts or sediments and foreign matters.
- g. Clean or flush pipelines. However, during low water level, flushing shall be done with prior permission from the Corporation.
- h. Repair all leaks immediately on its detection.
- i. Shall inspect all valves regularly.
- j. Shall investigate and repair decreased flow through outlets and fixtures.
- k. In case of any blockage or partial sedimentation in the network system, that portion shall have to be cleared.

**J. Medical Gas Pipeline System**

1. The Selected Bidder shall record all complaints regarding Medical Gas Pipeline System from various departments at the Super Specialty Hospital daily and shall coordinate with the Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM for dealing with the complaints.
2. The Selected Bidder shall ensure uninterrupted and continuous (i.e. 24x7) supply of oxygen, air and vacuum to the various outlets at the Super Specialty Hospital.

**K. Civil Works**

1. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM shall carry out rectification or repair or replacement for any defects due to workmanship or

inherent manufacturing defects of Civil Works (“**Civil Works**”) including:

- a. Repairing cracks in wall by cement grouting, widening the crack on the surface (into Vsection) cleaning and packing the same with cement mortar and finishing off to match with adjacent surface.
- b. Stitching crack in brick wall by carefully cutting out face brick 125 mm deep into the wall , cleaning the gap and filling up the same with precast cement concrete block carefully set in cement mortar including mending good damages and finishing the surface to match with adjacent areas complete as per direction.
- c. Renewing or replacement or re-fixing the different damaged or detective tiles for flooring and wall to match with existing work set in cement mortar complete,
- d. Renewing or replacement or re-fixing the different damaged roof, R.S. joist, beam, steel shutter, rolling shutter.
- e. Taking out damaged or defective M.S. or W.I grills from wooden frame including cutting lugs from masonry wall and refitting the same and mending good damages after repairs.
- f. Renewing or replacement or re-fixing the different damaged or detective door shutter and frame with all fittings, Godrej mortise lock, hydraulic door closer, hydraulic (oil check) floor door spring, false ceiling including supporting arrangement, fire reinforced polymer (FRP) door frame and shutter, doors and windows including fittings.
- g. Repair or replace crack, movement, horizontal and/or vertical displacement, dampness, spalling, efflorescence and other obvious defects in concrete work, brick work, plastering, flooring, cladding, etc.
- h. Repair or replace leakage, cuts, open seams, horizontal and/or vertical displacement, deterioration, and other obvious defects in thermal insulation and water proofing works.
- i. Repair or replace loose joints, cracked welds, horizontal and/or vertical displacement, deterioration and other obvious defects in metal structures like window grills, metal stairs, hand rails, grills, mono rail for lifting of pumps , canopy truss, column.

- j. Repair or replace faded colours, deterioration and other obvious defects in paint civil work.
  - k. Repair or replace faded colours, deterioration and other obvious defects in all external and internal signage, etc.
  - l. Repair or replace sagging, horizontal displacement, loose hangers, deterioration and other obvious defects in false ceiling including supporting arrangement, etc.
  - m. Repair or replace cracks, pot holes, depressions, rutting, shoving, raveling, upheaval, etc and other obvious defects in road works.
2. Except as under Clause K.1 above, the Selected Bidder shall carry out the following maintenance of civil works and submitted the inspection report at the Super Specialty Hospital:
- a. Inspect the entire bituminous or concrete road network, covered pathway, courtyard, parking lots, sidewalks, etc and any undulation if detected shall be immediately repaired by the Selected Bidder.
  - b. Maintenance of the grass, indoor and outdoor plants, trimming of hedges and flower beds along with watering the plants.
  - c. Remove any wild vegetation growth, dead or diseased trees, shrubs including trimming of unwanted branches of existing trees in compliance with relevant laws and directions.
  - d. Inspect all slabs, beams, stairs, columns, underground water reservoirs, overhead water reservoirs, upper and lower chamber of sewage or effluent treatment plant, trenches and machine foundations for cracks, movement, spalling or any other defects and repair the damages immediately.
  - e. Inspect all exterior and interiors walls including boundary wall for cracks, loose brick or masonry units, major vertical or horizontal displacements or any other defects and repair the damages immediately.
  - f. Inspect all exterior and interior floorings and claddings for cracks, loose tiles, granite, cota stone etc, for any major vertical or horizontal displacement or any other defects and repair any damages immediately.



- g. Inspect the canopy trusses including steel columns and roofing sheet, pump lifting device, etc, for rust, corrosion and breakage. The Selected Bidder shall, if so directed by the Corporation, execute cleaning, priming and painting. In case the Selected Bidder finds that the corrosion is beyond surface penetration and there is evidence of deterioration of structural members, the Selected Bidder shall notify the Corporation to verify the need for structural assessment and repair any damages immediately.
- h. Inspect metal stairs, handrails, window grills for loose joints, loose treads, cracked welds, attachment to walls, rough, splintered and marred surfaces, worn and chipped paint, varnish or other finishes and repair any damages immediately.
- i. Inspect thermal and moisture protection, under deck insulation, toilet floors, roof surface for cuts (remove any screws or other metal objects that could puncture the roof membrane), abrasions, open seams, walls and bed below grade for moisture as evidence of breakdown of waterproofing etc, and repair any damages immediately.
- j. Inspect joint sealant and caulking at wall expansion and control joints, floor expansion and control joints, flashings, penetrations, windows, and door frames for shrinking, cracking and other signs of deterioration and shall remove all loose caulk and replace with proper type for the application.
- k. Inspect all metal doors, overhead rolling doors, collapsible gates, glass door, fibre reinforced polymer doors, wooden panel doors, wooden flush door, hermetically sealed doors, lead lined doors including frames, tracks, rails, etc, for proper alignment, operation, closure, locking mechanism, wear and loose joints and repair or replace broken, excessively worn parts or the entire door and adjust for smooth operation.
- l. Inspect all types of windows including hermetically sealed window and lead lined windows for proper alignment, operation, cracked glass, loose hinges, tracks, handles, frames, screws etc, including sealant at intersection of window frame with exterior finish and ensure that entire window system is

functioning properly to prevent the infiltration of water and/or outside air. The Selected Bidder shall repair or replace broken, missing, excessively worn parts and adjust for smooth operation.

- m. Inspect all doors, windows, hardware including hinges, locksets, hydraulic closures, push bars, handles, floor spring, aldrop, tower bolt, sliding bolt, chains, vision panels, transfer grill, finger plate, hold fast, cleat etc, for proper operation. The Selected Bidder shall clean and lubricate all moving parts with recommended solvent and lubricant including repair or replacement of broken, missing, and excessively worn parts and adjustments for smooth operation.
- n. Check plaster (cement mortar, wall putty, etc) for cracks, dampness and surface condition and repair damaged areas and repaint as required.
- o. Inspect all painted surfaces like internal walls, external walls, boundary wall, doors, windows, false ceiling, grills, hand rails and pipeline, etc, for any requirement of repainting and repaint as and if required.
- p. Inspect false ceilings(gypsum, mineral fibres, stainless steel, aluminum,etc), ceiling tiles for sagging, loose hangers, gap around edges, frame damage, water stain and physical damage and repair or replace any damaged item as and if required.
- q. Inspect all internal and external signage for proper alignment and replace broken or damaged signage, as and if required.

**L. Building Management System (BMS):**

1. The Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable, shall rectify any breakdown or defect in the Building Management System ("BMS") including the BMS server, Control Unit, BMS software, DDC Controller and all active and passive components of BMS etc.
2. Except as under Clause L.1 above, the Selected Bidder shall carry out the following such as:

- a. continuous monitoring of HVAC, Fire Fighting, Chiller, DG Set etc. will have to be manned round the clock by at least ITI certified technical persons from either mechanical / electrical stream;
- b. the said ITI certified technical persons will be seated at the BMS Control Room at the respective Super Speciality Hospitals, record parameters for the different services as per log to be provided by the Corporation, notify the controls viz. temperature control, humidity control etc.;
- c. visual inspection of different field level equipment for malfunctioning and carry out minor repairs. Inform concerned maintenance division through walkie talkie/PA system in case of any emergency;
- d. liaison with the Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable, as and when necessary.

**ANNEXURE - A**

**PART A**

**List of Consumables for O&M Services**

<b>LIST OF CONSUMABLES</b>		
<b>Sl. No</b>	<b>Description of Goods</b>	<b>Periodicity</b>
1.	Cotton Waste	<i>To be maintained and replenished on an ongoing basis</i>
2.	Dhoti	<i>To be maintained and replenished on an ongoing basis</i>
3.	HT/LT insulation tape (ISI Marked)	<i>To be maintained and replenished on an ongoing basis</i>
4.	Grease	<i>To be maintained and replenished on an ongoing basis</i>
5.	CTC	<i>To be maintained and replenished on an ongoing basis</i>
6.	Brasso	<i>To be maintained and replenished on an ongoing basis</i>

7.	Drill Bit	<i>To be maintained and replenished on an ongoing basis</i>
8.	Petroleum Jelly	<i>To be maintained and replenished on an ongoing basis</i>
9.	Distilled Water for batteries	<i>To be maintained and replenished on an ongoing basis</i>
10.	Batteries for torch	<i>To be maintained and replenished on an ongoing basis</i>
11.	Welding Rod	<i>To be maintained and replenished on an ongoing basis</i>
12.	Jute	<i>To be maintained and replenished on an ongoing basis</i>
13.	M-Seal	<i>To be maintained and replenished on an ongoing basis</i>
14.	Hack Saw Blade	<i>To be maintained and replenished on an ongoing basis</i>
15.	Rust Cleaner	<i>To be maintained and replenished on an ongoing basis</i>
16.	Soldering Material	<i>To be maintained and replenished on an ongoing basis</i>
17.	Grinding Blade	<i>To be maintained and replenished on an ongoing basis</i>
18.	Brush	<i>To be maintained and replenished on an ongoing basis</i>
19.	Teflon	<i>To be maintained and replenished on an ongoing basis</i>
20.	Screw	<i>To be maintained and replenished on an ongoing basis</i>
21.	Washer	<i>To be maintained and replenished on an ongoing basis</i>
22.	Araldite	<i>To be maintained and replenished on an ongoing basis</i>

**PART B**

**List of Tools and Tackles for the O&M Services to be provided by the Corporation**

1. Digital Clamp meter (1000A)
2. Digital Voltmeter
3. Square Drive Socket Set
4. Drill Machine set with drill bit
5. Ring spanner set
6. Double Ended Spanner Set
7. Allen Key Set
8. 3 in 1 Modular Crimping Tool, RJ45, RJ11 CAT5e/CAT6 LAN CUTTER With Cable Cutter
9. Soldering iron kit
10. Half round file
11. Claw Hammer
12. Foldable Aluminum Ladder up to 10 ft.
13. Megger
14. Pipe winch
15. Crimping tools
16. Hot Blower
17. Thermometer
18. Adjustable Spanner
19. Lux Meter
20. Hand grinder

<b>ANNEXURE B</b>		
<b>COMPLIANCE REPORT</b>		
<b>Sl.No.</b>	<b>Information</b>	<b>Selected Bidder's Response</b>
1.	Date	
2.	Name of the Selected Bidder	
3.	[•]/ID. No. of the Selected Bidder	
4.	Package (A,B,C,D,E,F)	
5.	Name and Location of Super Specialty Hospital	
6.	O&M Service carried out (Repair/Replacement/Maintenance)	
7.	Equipment requiring Repair/Replacement/Maintenance	
8.	Whether Repair/Replacement/Maintenance was carried out by the Defect Liability Contractor/Comprehensive Maintenance Contractor ? Yes/No	
9.	Description of Breakdown/ Defect/Maintenance and reason of the same	
10.	Date and Time of occurrence of Breakdown/ Defect/Maintenance being due	
11.	Date and Time of notification to Defect Liability	

	Contractor/Comprehensive Maintenance Contractor (if required) of such Breakdown/ Defect/Maintenance being due:	
12.	Date and Time of Repair/Replacement/Maintenance	
13.	Measures to be taken to prevent such Breakdown/ Defect/Maintenance in future	
14.	Any additional information	

**SECTION – IV**

**BIDDING FORMS**

**(“BDF”)**

**LIST OF FORMS IN THE BIDDING FORMS**

FORM – 1: COVER LETTER

FORM – 2: e-NIT ACCEPTANCE

FORM – 3: TECHNICAL CAPACITY INFORMATION

FORM – 4: DECLARATION BY WAY OF AFFIDAVIT



FORM – 5: POWER OF ATTORNEY IN FAVOUR OF SIGNATORY OF THE BID

FORM – 6: BOARD RESOLUTION IN FAVOUR OF SIGNATORY OF THE BID

FORM – 7: LETTER OF FINANCIAL BID

FORM – 7G.1-7G.7: QUOTATION OF MONTHLY CONTRACT FEE

FORM – 8A: CERTIFICATE OF FINANCIAL CAPACITY FROM CHARTERED ACCOUNTANT

FORM – 8B: CERTIFICATE OF RELEVANT TURNOVER FROM CHARTERED ACCOUNTANT

FORM – 9: FINANCIAL SITUATION

FORM – 10: FORM OF NOTIFICATION OF AWARD

FORM – 11: FORM OF PERFORMANCE GUARANTEE

FORM – 12: CHECKLIST OF DOCUMENTS

FORM – 13: UNDERTAKING FOR ENGAGING SUB-CONTRACTOR FOR PERFORMING O&M SERVICE OF MEDICAL GAS PIPELINE SYSTEM

FORM – 14: UNDERTAKING FOR DEPLOYMENT OF TECHNICAL KEY PERSONNEL

FORM- 15: FORM OF MEMORANDUM OF UNDERSTANDING

**FORM – 1: COVER LETTER**

*(On the letter head of the bidder)*

The Managing Director

West Bengal Medical Services Corporation Ltd.

SwasthyaSathi

GN 29, Sector V, Salt Lake

Kolkata-700 091, West Bengal, India

Sir,

Subject: Bid in response to your e-NIT bearing WBMSCL/NIT-[•] / [•] dated [•]  
for operation, repair and management in 7 Multi/Super  
Speciality Government Hospitals in 1 Package across West Bengal

With reference to your e-NIT bearing bid reference no. WBMSCL/NIT-[•] / [•] dated [•] for operation, repair and maintenance of the different Systems in 7 Multi/Super Speciality Government Hospitals across West Bengal in 1 Package, we hereby submit our Technical Bid and Financial Bid (as defined in the ITB) for your consideration.

We confirm that we have gone through all the terms and conditions of the Bidding Documents and also accept the same without any reservations or conditions.

We confirm that we have studied all the Bidding Documents carefully but have not relied solely on the information provided in the Bidding Documents for preparation and submission of our bid.

We shall make available to you, any additional information, you may find necessary to supplement or authenticate our bid.

We shall have no claim arising out of the Bidding Documents or any other information provided to us by the Corporation or in respect of any matter arising out of or in relation to the bidding process including the award of the contract for O&M Services (as defined in the ITB) in favour of the Selected Bidder. We shall keep this bid open for acceptance for a period of 18 (eighteen) months from the bid submission close date as specified in Sl. No. 15 of the e-NIT.

We shall be bound by the communication of acceptance of bid if dispatched by the Corporation within the aforementioned time.

We agree that if the last day on which the bid shall be valid is or is declared to be a non-working day for the Corporation then the bid shall remain open for acceptance till the next working day.

Yours faithfully

For [Name of bidder]

[Signature]

[Name of the authorised signatory]

[Designation]

Place:

Date:

[Affix rubber stamp of bidder]

**FORM – 2: e-NIT ACCEPTANCE**

*(To be affirmed on non-judicial stamp paper of Rs. 100/-)*

**AFFIDAVIT**

This is to certify that we [•], in submission of the bid in reference to e-NIT bearing bid reference no. WBMSCL/NIT-[•] / [•] dated [•] have read and accepted all the terms and conditions of the Bidding Documents including all its sections (e-NIT, ITB, Schedule of Requirements, Bidding Forms, General Conditions of Contract

and Service Agreement) including all corrigenda, addenda and clarifications to the Bidding Documents, without any modification(s) or condition(s) there to.

For [Name of bidder]

[Signature]

[Name of the authorised signatory]

[Designation]

Place:

Date:

[Affix rubber stamp of bidder]

**FORM – 3: TECHNICAL CAPACITY INFORMATION**

*(On the letterhead of the bidder)*

1. Particulars of the bidder

a) Name:

b) Company/partnership/limited liability partnership/proprietorship firm:

c) Date of incorporation /registration:

d) Address of the corporate headquarters/principal place of business/registered office:

e) Shareholding pattern/Ownership Structure of the bidder:

2. Brief description of the company/partnership/ limited liability partnership/proprietorship firm 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)
3. Details of individual(s) who will serve as the point of contact/communication for the bidder for the purposes of this bidding process:
  - f) Name:
  - g) Designation:
  - h) Address:
  - i) Telephone number:
  - j) Email address:
  - k) 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. Bank account details of the bidder (type of account(s), name of the bank, branch and address, IFS code, etc):
6. Details of carrying out O&M Services (as defined in the ITB) either for a minimum period of 1 (one) year to at least 1 (one) organisation in India or for a minimum period of 6 (six) months each to a minimum of 2 (two) organisations in India in the last 5(five) financial years, i.e. 2014-2015, 2015-2016, 2016-2017,

2017-2018 and 2018-2019.

Sl. No.	Name of the Organisation (in India)	Services	Period of performing service
1.			
2.			
3.			

**Note:** In the event the bidder intends to provide details of the relevant experience of one or more entities of carrying out O&M Services as per the conditions specified in Clause 9(iv)(b) of the e-NIT read with Clause 4.2.2(b) of the ITB, then details of O&M Services carried out by such entity or entities either for a minimum period of 1 (one) year to at least 1 (one) organisation in India or for a minimum period of 6 (six) months each to a minimum of 2 (two) organisations in India in the last 5 (five) financial years viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019, has to be provided.

7. Average annual turnover from providing O&M Services in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019.

Sl. No.	Services	Period of performing of service	Relevant Turnover
1.			
2.			
3.			

**Note:** In the event the bidder intends to provide details of the relevant average annual turnover of one or more entities as per the conditions specified in Clause 9(iii)(b) of the e-NIT read with Clause 4.2.1(b)

of the ITB, then details of the turnover of such entity or entities in the last 5 (five) financial years viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019, from performing O&M Services as per General Conditions of Contract, has to be provided.

We do confirm that all information furnished in this Form 3 is true and accurate to the best of our knowledge.

For [Name of bidder]

[Signature]

[Name of the authorised signatory]

[Designation]

Place:

Date:

[Affix rubber stamp of bidder]

**FORM – 4: DECLARATION BY WAY OF AFFIDAVIT**

*(To be affirmed on non-judicial stamp paper of Rs. 100/-)*

**AFFIDAVIT**

This is to certify that we, [•], 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;
- c) Our affairs are not being administered by a court or a judicial officer;

- d) Our business activities are not suspended or subject to legal proceedings;
- e) We are not barred or blacklisted from participating in any assignment or project which continues as on the date of submission of this bid;
- f) We have obtained all licenses and registrations required under the Applicable Laws required to carry out the O&M Services as described in the Schedule of Requirements;
- g) We do not have a conflict of interest as specified in the Bidding Documents, which materially affects fair competition.
- h) We declare that the entries made in the Bidding Documents including the Bidding Forms and any other documents attached there in are true.
- h-1) We declare and admit that the Corporation shall have no direct financial or contractual relationship with any of the entities with whom we will enter or have entered into a memorandum of understanding and in the event we become the Selected Bidder, such entity or entities shall provide relevant part or portion of the O&M Services as our sub-contractor(s) and we shall at all times be liable to the Corporation for all aspects of the O&M Services notwithstanding existence of such sub-contract(s) between us and the aforesaid entity or entities.
- i) We shall be bound by the act of our duly constituted attorney as under Form - 5 of the Bidding Forms
- j) We declare that in case any information furnished by us, is found to be incorrect/untrue, the Corporation shall have the right to disqualify us without giving any notice or assigning any reasons whatsoever and/or summarily terminate the Service Agreement without prejudice to any other rights that the Corporation may have under the Service Agreement and/or any law in force; and/or forfeit any amounts paid till date.

For [Name of bidder]

[Signature]



[Name of the authorised signatory]

[Designation]

Place:

Date:

[Affix rubber stamp of bidder]

**FORM – 5: POWER OF ATTORNEY IN FAVOUR OF SIGNATORY OF THE BID**

*(To be affirmed on non-judicial stamp paper of Rs. 100/-)*

KNOW ALL MEN BY THESE PRESENTS THAT WE, [Name of the Bidder], a company incorporated under the Companies Act, 1956/2013 or a partnership registered under the Indian Partnership Act, 1932/ or an limited liability partnership registered under the Limited Liability Partnership Act, 2008 or a proprietorship firm, validly existing under the laws of India (Note: In the event bidder is a proprietorship firm, the power of attorney has to be executed by its sole proprietor)and having its registered office at [Address] acting through [Name of the person giving the Power of Attorney] presently holding the position of [Designation of the person giving the Power of Attorney], the “Principal”, having been authorised by the board of directors/partners/Designated

Partners, *inter alia*, to execute contracts in the name of and for and on behalf of the bidder do hereby constitute, appoint and authorise [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 to the e-NIT bearing bid reference no. WBMSCL/NIT-[•] / [•] dated [•] of the Corporation. We hereby further authorise the above Attorney for signing and submitting 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 O&M Services (as defined in the ITB) till the completion of the bidding process including issuance of Notification of Award and execution of the Service Agreement between the Corporation and the Selected Bidder. We, accordingly hereby, nominate, constitute and appoint above named 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 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 by/on behalf of the bidder if these presents had not been made.

IN WITNESS WHEREOF WE, [•], THE ABOVE NAMED PRINCIPAL HAS EXECUTED THIS POWER OF ATTORNEY ON THIS [•] DAY OF [•], 2019.

For [Name of bidder]

[Signature]

[Name of the authorised signatory]

[Designation]

Place:

Date:

[Affix rubber stamp of bidder]

Witnesses:

- 1.
- 2.

[Notarised]

Accepted

[Signature]

[Name and Address of the Attorney]

**FORM – 6: BOARD RESOLUTION IN FAVOUR OF SIGNATORY OF THE BID**

*(If the bidder is a Company incorporated under the Companies Act, 1956/2013)*

*(On the letterhead of the bidder)*

The board, after discussion, at the duly convened meeting on [Date], with the consent of all the directors present and in compliance of the provisions of the Articles of Association and Companies Act, 2013, passed the following resolution:

RESOLVED THAT Mr./Ms. [•], be and is hereby authorised to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the O&M Services (as defined in the ITB) including signing and submission of all documents including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid 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 O&M Services till the completion of the bidding process including issuance of Notification of Award and execution of the Service Agreement between the Corporation and the Selected Bidder.

We do hereby agree and undertake to ratify and confirm whatever the said Mr/Ms. [•] shall lawfully do or cause to be done under and by virtue of this resolution and the acts of him/her to all intents and purposes are done as if the same had been done by/on behalf of the bidder if this resolution had not been made.

**Certified true copy**

[Signature, Name and stamp of company secretary of the bidder]

**FORM – 7: LETTER OF FINANCIAL BID**

*(On the letterhead of the bidder)*

The Managing Director

West Bengal Medical Services Corporation Ltd.

SwasthyaSathi

GN 29, Sector V, Salt Lake

Kolkata-700 091, West Bengal, India

Sir,

Subject: Bid in response to your e-NIT bearing bid WBMSCL/NIT-[•] / [•] dated [•] for operation, repair and management in 7 Multi/Super Speciality Government Hospitals in 1 Package across West Bengal.

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Documents, including any addenda or corrigenda issued in accordance with the ITB.
- b) We offer to provide the services in accordance with the Schedule of Requirements (as provided in the Bidding Documents
- c) Apart from the Monthly Contract Fee (as defined in the ITB) and Reimbursable Expenses as per the Service Agreement and General Conditions of Contract, 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 you and us, until the formal Service 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 Guarantee in accordance with the Bidding Documents

Yours faithfully

For [Name of bidder]

[Signature]

[Name of the authorised signatory]

[Designation]

Place:

Date:

[Affix rubber stamp of bidder]

**Form 7G.1, 7G.2, 7G.3, 7G.4, 7G.5, 7G.6 and 7G.7**

**FORM: 7G.1**

<b>FORM: 7G</b>			
<b>S.I.no.</b>	<b>Location of Super Speciality Hospital</b>	<b>O&amp;M Service</b>	<b>Rate offered (on per month basis)</b>
1	Debra SSH	Lifts	
2		HVAC System	
3		Diesel Generator	
4		Electricals	
5		Floor Electricals	
6		Fire System (Fire Detection & Fire Protection System)	
7		Sanitary & Plumbing System	
8		STP/WTP/R.O System	

9		Medical Gas Pipeline System	
10		Civil works	
11		Building Management System(BMS)	
		<b>Total Amount</b>	

**FORM: 7G.2****FORM: 7G**

S.I.no.	Location of Super Speciality Hospital	O&M Service	Rate offered (on per month basis)
1	Sagardighi SSH	Lifts	
2		HVAC System	
3		Diesel Generator	
4		Electricals	
5		Floor Electricals	
6		Fire System (Fire Detection & Fire Protection System)	
7		Sanitary & Plumbing System	
8		STP/WTP/R.O System	
9		Medical Gas Pipeline System	
10		Civil works	
11		Building Management System(BMS)	
		<b>Total Amount</b>	

**FORM: 7G.3****FORM: 7G**

S.I.no.	Location of Super Speciality Hospital	O&M Service	Rate offered (on per month basis)
1	BolpurSSH	Lifts	
2		HVAC System	
3		Diesel Generator	
4		Electricals	
5		Floor Electricals	
6		Fire System (Fire Detection & Fire Protection System)	
7		Sanitary & Plumbing System	
8		STP/WTP/R.O System	
9		Medical Gas Pipeline System	
10		Civil works	

11		Building Management System(BMS)	
		<b>Total Amount</b>	

**FORM: 7G.4****FORM: 7G**

S.I.no.	Location of Super Speciality Hospital	O&M Service	Rate offered (on per month basis)
1	Kakdwip SSH	Lifts	
2		HVAC System	
3		Diesel Generator	
4		Electricals	
5		Floor Electricals	
6		Fire System (Fire Detection & Fire Protection System)	
7		Sanitary & Plumbing System	
8		STP/WTP/R.O System	
9		Medical Gas Pipeline System	
10		Civil works	
11			Building Management System(BMS)
		<b>Total Amount</b>	

**FORM: 7G.5****FORM: 7G**

S.I.no.	Location of Super Speciality Hospital	O&M Service	Rate offered (on per month basis)
1	Metiaburuz SSH	Lifts	
2		HVAC System	
3		Diesel Generator	
4		Electricals	
5		Floor Electricals	
6		Fire System (Fire Detection & Fire Protection System)	
7		Sanitary & Plumbing System	
8		STP/WTP/R.O System	
9		Medical Gas Pipeline System	
10		Civil works	
11			Building Management System(BMS)
		<b>Total Amount</b>	

**FORM: 7G.6****FORM: 7G**



S.I.no.	Location of Super Speciality Hospital	O&M Service	Rate offered (on per month basis)
1	NandigramSSH	Lifts	
2		HVAC System	
3		Diesel Generator	
4		Electricals	
5		Floor Electricals	
6		Fire System (Fire Detection & Fire Protection System)	
7		Sanitary & Plumbing System	
8		STP/WTP/R.O System	
9		Medical Gas Pipeline System	
10		Civil works	
11		Building Management System(BMS)	
		<b>Total Amount</b>	

**FORM: 7G.7**

S.I.no.	Location of Super Speciality Hospital	O&M Service	Rate offered (on per month basis)
1	Uluberia SSH	Lifts	
2		HVAC System	
3		Diesel Generator	
4		Electricals	
5		Floor Electricals	
6		Solar System	
7		Fire System (Fire Detection & Fire Protection System)	
8		Sanitary & Plumbing System	
9		STP/WTP/R.O System	
10		Medical Gas Pipeline System	
11		Civil works	
12	Building Management System(BMS)		
		<b>Total Amount</b>	

**FORM – 8A - CERTIFICATE OF FINANCIAL CAPACITY**

*(On the letterhead of a Chartered Accountant)*

Date:[●]

**Subject:** Certificate of Financial Capacity

We certify that [●], a company registered under the Companies Act, 1956/2013 or partnership firm registered under the Partnership Act, 1932/limited liability partnership registered Limited Liability Partnership Act, 2008 or a proprietorship firm, validly existing under the laws of India as per its audited books of accounts, has the following turnover in the last 3 (three) financial years:

<b>Financial Year</b>	<b>Turnover</b>
2018-2019	
2017-2018	
2016-2017	

It is further certified that the said turnover is in line with the turnover declared by them in their Income Tax Returns filed under PAN No. [•] for the assessment of the relevant years.

(OR)

In case of non-filing of returns under Income Tax Act, 1961, the above is in line with returns filed by them under any relevant tax legislation which are verified by us.

[NameofChartered Accountant]:

[SealofChartered Accountant]:

[Signature]

[Registration No.]

**FORM – 8B - CERTIFICATE OF RELEVANT TURNOVER**

*(On the letterhead of a Chartered Accountant)*

Date:[●]

**Subject:** Certificate of Relevant Turnover

We certify that [●], a company registered under the Companies Act, 1956/2013 or partnership firm registered under the Partnership Act, 1932/limited liability partnership registered Limited Liability Partnership Act, 2008 or a proprietorship firm, validly existing under the laws of India as per its audited books of accounts, has the following turnover in the last 5 (five) financial years viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019, from performing O&M Services as per General Conditions of Contract:

Sl. No.	Services	Period of performing of service	Relevant Turnover
1.			
2.			

**Note:** In the event the bidder intends to provide details of the relevant average annual turnover of one or more entities as per the conditions specified in Clause 9(iii)(b) of the e-NIT read with Clause 4.2.1(b) of the ITB, then details of the turnover of such entity or entities in the last 5 (five) financial years viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019, from performing O&M Services as per General Conditions of Contract, as per its audited books of accounts has to be provided.

It is further certified that the said turnover is in line with the turnover declared by them in their Income Tax Returns filed under PAN No. [•] for the assessment of the relevant years.

(OR)

In case of non-filing of returns under Income Tax Act, 1961, the above is in line with returns filed by them under any relevant tax legislation which are verified by us.

[NameofChartered Accountant]:

[SealofChartered Accountant]:

[Signature]

[Registration No.]

**FORM – 9: FINANCIAL SITUATION***(Each bidder must fill in this form)*

		<b>Financial data</b>		
		<b>Year 1 (2016-2017)</b>	<b>Year 2 (2017-2018)</b>	<b>Year 3 (2018-2019)</b>
		<i>Information from balance sheet</i>		
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</b>			
B.	<b>Current Assets</b>			
i.	Inventories			
ii.	Sundry debtors			
iii.	Cash & Bank and other current assets			
iv.	Loans & Advances			
	<b>Total Current Assets</b>			
C.	<b>Current liabilities and provisions</b>			
i.	Current liabilities and provisions			
ii.	Provisions			
iii.	Unsecured loans			
	<b>Total Current liabilities and provisions</b>			
		<b><i>Information from income statement</i></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 – 10 - FORM OF NOTIFICATION OF AWARD**

*(By Speed Post with acknowledgement due)*

*(On the letter head of the Managing Director of the Corporation)*

WBMSCL/NIT-[•] / [•] dated [•]

[Name and Address of the Selected Bidder]

Sir,

Sub: Bid reference no. : WBMSCL/NIT-[•] / [•] dated [•]

Ref: Your bid dated [•] and letter dated [•]

This is to notify you that your bid in reference to e-NIT bearing bid reference no. WBMSCL/NIT-[•] / [•] dated [•] has been accepted by us at a consolidated rate of Rs. [•] per month (Rupees [•] only) for the O&M Services (as defined in the ITB) to be provided by you in respect of Package [•].

The Corporation has decided to execute and enter into separate and independent Service Agreement for each of the Super Speciality Hospitals comprised in Package [•] to record the terms and conditions under which the Selected Bidder shall perform the O&M Services in relation to such Super Speciality Hospital. Accordingly, the Contract Fee (as defined in the ITB) for this Package [•] shall be payable in the following manner:

<b>Sl. No.</b>	<b>Name and Location of Super Speciality Hospital</b>	<b>Contract Fee payable (in INR)</b>
1.		
2.		

Pursuant to the requirements specified in the Bidding Documents, you are required to furnish Performance Guarantee (as defined in the ITB) for an amount of [•], within 10 (ten) days of receipt of this Notification of Award. The said Performance Guarantee shall be payable through separate bank guarantee from a Scheduled Bank (as defined in the ITB) for each Super Speciality Hospital comprising Package [•] and amounting to Rs. [•].

It may be noted that only upon payment of the aforesaid Performance Guarantee the Corporation shall execute Service Agreements each of the Hospitals comprised in Package [•].

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 O&M Services rendered by you till the Service Agreement is executed and till such time the Performance Guarantee 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 the Service Agreement.

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

Yours faithfully,

For West Bengal Medical Services Corporation Ltd.

Managing Director

[Signature]

For [Name of bidder]

[Signature]

[Name of the authorised signatory]

[Designation]

Place:

Date:

[Affix rubber stamp of bidder]

**FORM – 11: FORM OF PERFORMANCE GUARANTEE**

*(To be affirmed on non-judicial stamp paper of Rs. 100/-)*

B.G. No. [●]

Date: [●]

THIS DEED OF GUARANTEE made on this [●] day of [●] by:

[●] [Name of the issuing Scheduled Bank] having its registered office at [●] and a branch at Kolkata

In favour of:

**WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED**, wholly owned by the Government of West Bengal having its principal office at SwasthyaSathi GN 29, Sector –V, Salt Lake, Kolkata-700 091, (hereinafter referred to as "**Corporation**") which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

WHEREAS the Corporation, vide its e-NIT, invited bidders for operation, repair and maintenance of different systems in 7 Multi/Super Speciality Government Hospitals across West Bengal in 1 Package.

WHEREAS after evaluation of the Technical Bids and Financial Bids (as defined in the ITB) received, the Corporation has granted the contract for providing the O&M Services (as defined in the ITB) for Package [•]vide its Notification of Award No. [•] dated [•] in favour of [•] ("**Selected Bidder**").

WHEREAS in terms of the Bidding Documents, the Selected Bidder has to furnish to the Corporation a Performance Guarantee (as defined in the ITB) being an irrevocable and unconditional bank guarantee from a Scheduled Bank (as defined in the ITB) for a sum of [•] as a security for due and punctual performance/discharge of its obligations under the Service Agreement within a period of 10 (ten) days from the date of receipt of Notification of Award.

NOW THEREFORE,

1. We [Name of the Scheduled Bank], having our registered office at [•] and a branch at [•], at the request of the Selected Bidder, do hereby in terms of the Bidding Documents, irrevocably, unconditionally and without any reservation(s), guarantee the due and faithful fulfilment and performance of the obligations of the said Selected Bidder under the Service Agreement and unconditionally and irrevocably undertake

to pay forthwith to the Corporation, if the Selected Bidder fails to fulfil or comply with all or any of the terms and conditions contained in the Service Agreement an amount of [•] as our primary obligation without any demur, reservation, recourse, contest or protest and without reference/notice to the Selected Bidder.

2. Notwithstanding any objection by the Selected Bidder or any dispute between the Selected Bidder and/or issuing Scheduled Bank and/or Corporation, whether or not pending before any court, tribunal, arbitrator or any other authority, any written demand made by the Corporation stating that the Selected Bidder is in default of its obligations contained in the Service Agreement shall be final, conclusive and binding on the Scheduled Bank.
3. The Scheduled Bank hereby irrevocably and unconditionally undertakes, agrees and acknowledges that its obligations as a guarantor hereunder shall not be affected by:
  - a. the existence of and/or release and/or variation of any other guarantee or security for any of the obligations of the Selected Bidder under the Service Agreement;
  - b. any failure by the Corporation to perform any of its obligations under the Service Agreement;
  - c. by any failure or delay in payment of any fee or other amount payable to the Scheduled Bank by the Selected Bidder in respect hereof;
  - d. any exercise or non-exercise of any right, remedy, power or privilege of any person under or in respect of any obligations of the Selected Bidder under the Service Agreement;
  - e. any failure, omission or delay on the Corporation's part to enforce, assert or to exercise any right, power or remedy conferred on the Corporation in this Performance Guarantee; and
  - f. any act, omission, matter or thing which, but for this clause would reduce, release or prejudice the Scheduled Bank from any of the obligations under this Guarantee or prejudice or diminish the obligations in whole or in part.

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 90 (ninety) 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.
5. We, [Name of the Scheduled Bank], further agree that the Corporation shall in their sole discretion decide, whether the Selected Bidder is in default of its obligations contained under the Bidding Documents. Such aforementioned decision of the Corporation shall be final and binding on us, notwithstanding any differences between the Corporation and the Selected Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. This Performance Guarantee shall not be affected or discharged by any change in the constitution or winding up of the Selected Bidder or Corporation or the Scheduled Bank or any absorption, merger or amalgamation of the Selected Bidder or Corporation or the Scheduled Bank with any other person.
7. In order to give full effect to this Performance Guarantee the Corporation shall be entitled to treat the Scheduled Banks the principal debtor. Corporation shall have the fullest liberty, without affecting in any manner the liability of the Scheduled Bank under this Performance Guarantee from time to time, to vary any of the terms and conditions contained in the 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 Selected Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Selected Bidder 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 the Corporation and the Scheduled Bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the Selected Bidder or any other forbearance, act or omission on the part of the Corporation or any

indulgence by the Corporation to the Selected Bidder or by any change in the constitution of the Corporation 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 Scheduled 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 Scheduled Bank and sent by courier or by registered mail to the Scheduled Bank at the address set forth herein and the Scheduled Bank hereby undertakes to make the payment on receipt of such notice of claim on the Scheduled Bank.
9. It shall not be necessary for Corporation to proceed against the said Selected Bidder before proceeding against the Scheduled Bank and this Performance Guarantee contained shall be enforceable against the Scheduled Bank, notwithstanding any other security which the Corporation may have obtained from the said Selected Bidder or any other person and which shall, at the time when proceedings are taken against the Scheduled Bank hereunder, be outstanding or unrealised.
10. The Scheduled Bank further undertakes not to revoke this Performance Guarantee during its currency except with the previous express consent of the Corporation in writing.
11. The Scheduled Bank declares that it has power to issue this Performance Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Performance Guarantee for and on behalf of the Scheduled Bank.
12. Notwithstanding anything contained herein above, our liability under this Performance Guarantee is restricted to [•] and this Performance Guarantee shall be valid for the period specified in Clause 4 of this Performance Guarantee and shall expire and become ineffective only on written intimation given to the Scheduled Bank by the Corporation for this purpose and in that instance this Performance Guarantee shall stand discharged.



13. The obligations, covenants, agreements and duties herein shall not be subject to any counterclaims, cross claims, set offs, deductions, withholdings, diminutions, abatements, recoupments, suspensions, deferments, reductions or defence for any reason whatsoever and the Scheduled Bank shall have no right to terminate this Performance Guarantee or to be released, relieved or discharged from any of its obligations, covenants, agreements and duties hereunder for any reason whatsoever.
14. This Performance Guarantee shall be governed by and construed in accordance with the laws of India. The Scheduled Bank hereby irrevocably submits to the exclusive jurisdiction of the courts in Kolkata for the purposes of any suit, action, or other proceeding arising out of this Performance Guarantee or the subject matter hereof, brought by the Corporation or its successors or assigns. To the extent permitted by applicable laws, the guarantor or its successors or assigns hereby waive, and shall not assert, by way of motion, as defence, or otherwise, in any such suit, action, or proceeding any claim that such suit, action, or proceedings is brought in an inconvenient forum, or that the value of such suit, action, or proceeding is improper, or that the subject matter hereof may not be enforced in or by such court.

Date: [•]

Signed and Delivered by [Name of the Scheduled Bank]

By the hand of Mr./ Ms. [•], its [•] and authorised official.

[Signature of the Authorised Signatory]

[Official Seal]

**FORM – 12 - CHECKLIST 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.	Cover Letter (as per the format given in Form 1)			
2.	e-NIT Acceptance (as per format given in Form 2)			
3.	Technical Capacity Information (as per format given in Form 3)			
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 and/or Board Resolution in favour of signatory of the bid (as per format given in Form 6) as applicable			
6.	Letter of Financial Bid (as per format given in Form 7)			
7.	Quotation of Monthly Contract Fee (as per format given in Form 7G.1to7G.7) as applicable			
8.	Certificate of Financial Capacity from Chartered Accountant (as per format given in Form 8A)			
9.	Certificate of Relevant Turnover from Chartered Accountant (as per format given in Form 8B)			
10.	Financial Situation (as per format given in Form 9)			
11.	Undertaking for engaging sub-contractor for performing O&M Services of Medical Gas Pipeline			

	System (as per format given in Form 13)			
12.	Undertaking for deployment of technical key personnel (as per format given in Form 14)			
13.	Certificate of Incorporation and Memorandum and Articles of Association/ registered Deed of Partnership/ Certificate of Incorporation and Limited Liability Partnership Agreement as applicable			
14.	PAN Card			
15.	Relevant pages of passbook/ Bank Statement showing Account No. and IFS Code			
16.	License under the Contract Labour (Regulation and Abolition) Act, 1970			
17.	Certificate of registration under the Employees State Insurance Act, 1948			
18.	EPFO Registration Certificate			
19.	Letter recording issue of PAN			
20.	Letter recording Goods and Services			

	Tax registration			
21.	Income Tax Returns for the financial years 2016-2017, 2017-2018 and 2018-2019			
22.	Audited Balance Sheets for the financial years 2016-2017, 2017-2018 and 2018-2019			
23.	Records such as completion certificate or job certificates evidencing that it has provided O&M Services of Lifts, HVAC System, Diesel Generator, Electricals, Floor Electrical, Solar System, Fire System, Sanitary and Plumbing System, STP/WTP/R.O System, Medical Gas Pipeline System, Civil Works and Building Management Systems (BMS) (as more fully described in the Schedule of Requirements, Section-III of the Bidding Documents), either for a minimum period of 1 (one) year to at least 1 (one) organisation in India or for a			

	<p>minimum period of 6 (six) months each to atleast 2 (two) organisations in India, in the last 5 (five) financial years, viz. 2014-2015, 2015-2016, 2016-2017, 2017-2018 and 2018-2019.</p> <p><b>Note:</b> In the event the bidder intends to provide details of the relevant experience of one or more entities of carrying out O&amp;M Services(up to a maximum of 8 (eight) O&amp;M Services)as per the conditions specified in Clause 9(iv)(b) of the e-NIT read with Clause 4.2.2(b) of the ITB, then details of O&amp;M Services carried out by such entity or entities either for a minimum period of 1 (one) year to at least 1 (one) organisation in India or for a minimum period of 6 (six) months each to atleast 2 (two) organisations in India in the last 5 (five) financial years viz. 2014-2015,</p>			
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	2015-2016, 2016-2017, 2017-2018 and 2018-2019, has to be provided.			
24.	Entire Bidding Documents comprising of all the sections duly signed and stamped.			

**[Note:** Any additional relevant documents if uploaded must be added to the list.]

**FORM – 13: UNDERTAKING FOR ENGAGING SUB-CONTRACTOR FOR PERFORMING O&M SERVICE OF MEDICAL**

**GAS PIPELINE SYSTEM**

*(On the letter head of the bidder)*

The Managing Director

West Bengal Medical Services Corporation Ltd.

SwasthyaSathi

GN 29, Sector V, Salt Lake

Kolkata-700 091, West Bengal, India

Sir,

Subject: Bid in response to your e-NIT bearing WBMSCL/NIT-[•] / [•] dated [•]  
for operation, repair and management in 7 Multi/Super Speciality  
Government Hospitals in 1 Package across West Bengal.

With reference to your e-NIT bearing bid reference no. WBMSCL/NIT-[•] / [•] dated [•] for operation, repair and maintenance of the different Systems in 7 Multi/Super Speciality Government Hospitals across West Bengal in 1 Package, we hereby do agree that we shall engage into a sub-contract for providing operation, repair and maintenance of the Medical Gas Pipeline System installed at the Super Speciality Hospitals comprised in such Package, who shall have completed installation and commissioning of similar Medical Gas Pipeline System projects including sourcing equipment of oxygen system, nitrous-oxide system, compressed air system and vacuum system in any clinical establishment.

Yours faithfully

For [Name of bidder]

[Signature]

[Name of the authorised signatory]

[Designation]

Place:

Date:

[Affix rubber stamp of bidder]



**FORM – 14: UNDERTAKING FOR DEPLOYMENT OF TECHNICAL KEY PERSONNEL**

*(On the letter head of the bidder)*

The Managing Director

West Bengal Medical Services Corporation Ltd.

SwasthyaSathi

GN 29, Sector V, Salt Lake

Kolkata-700 091, West Bengal, India

Sir,

Subject: Bid in response to your e-NIT bearing WBMSCL/NIT-[•] / [•] dated [•]

for operation, repair and management in 7 Multi/Super Speciality  
Government Hospitals in 1 Package across West Bengal

With reference to your e-NIT bearing bid reference no. WBMSCL/NIT-[•] / [•] dated [•] for operation, repair and maintenance of the different Systems in 7 Multi/Super Speciality Government Hospitals across West Bengal in 1 Package, we hereby do agree that we shall deploy following technical key-staff for certain electrical and electro mechanical systems for performing the O&M Services (as defined in the ITB) as follows:

Sl. No.	Service	Qualification Criteria	Remarks
1	Substation and all types of substation and Floor Panels	Skilled electrician shall be ITI qualified in electrical trade with 4 years experience in 11 KV system	Working knowledge of H.T & L.T switchgear, PLC & substation equipments.
2	D.G System	Skilled electrician shall be ITI qualified in electrical trade with 4 years experience in D.G operation and maintenance	Working knowledge about checking of all equipments of control panel of D.G set and AMF panel etc.
3	Lift	License holder lift operator	License issued from Directorate of Electricity Board and also knowledge for rescue of trapped persons from the lift cage.
4	Floor wise Internal	License holder skilled Electrician with minimum 2 years experience	License issued from Directorate of Electricity Board and having experience about modern

Sl. No.	Service	Qualification Criteria	Remarks
	Electrical Installation	having adequate knowledge in maintenance of LT networking system.	electrical and electronic gadgets installed for internal electrical installation.
5	HVAC	Skilled electrician shall be ITI qualified in refrigeration and air-conditioning System with adequate experience in similar field	Working experience in all types of A.C System and also having knowledge to detect the faults in the System and rectify it.

Note:

1. Diploma holder electrical engineer(s) will have to be engaged round the clock as an authorised representative of the Service Provider as per Clause 3 of Article VI of the General Conditions of Contract for round the clock monitoring of the O&M Services.

For [Name of bidder]

[Signature]

[Name of the authorised signatory]

[Designation]

Place:

Date:

[Affix rubber stamp of bidder]

**FORM -15**

**MEMORANDUM OF UNDERSTANDING**

*[To be executed on non-judicial stamp paper of Rs. 100]*

THIS MEMORANDUM OF UNDERSTANDING (“**MoU**”) is entered into on this [•] day of [•], 2019 at [•] between:

*[If the Bidder is a Company]*

[•](*insert full name of organization*), a company incorporated under the provisions of the Companies Act, 1956/2013, having its registered office at [•], represented by its director/ authorized signatory [•] residing at [•], contact number [•], (hereinafter referred to as the “Bidder”)

*[OR]*

*[If the Bidder is a Partnership/Limited Liability Partnership]*

[•](*insert full name of organization*), a partnership firm/limited liability partnership registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008, having PAN [·]/LLPIN [·], having its principal place of business at [·], represented by its authorized partner [·], residing at [·], contact number [·] (hereinafter referred to as the “**Bidder**”)

[OR]

[*If the Bidder is a Proprietorship firm*]

[•](*insert full name of organization*), a proprietorship firm, validly existing under the Applicable Laws, having PAN [·], having its principal place of business at [·], represented by sole proprietor [·], residing at [·], contact number [·] (hereinafter referred to as the “Bidder”).

AND

[•] (*insert full name of organization*), a [•] (*insert the nature of the organization viz. company/partnership/limited liability partnership/proprietorship firm*), having its registered office/principal place of business at [·], represented by its authorised signatory/sole proprietor [·], residing at [·], contact number [·] (hereinafter referred to as the “Sub-Contractor”).

The Bidder and the Sub-Contractor shall be individually referred to as a Party and collectively referred to as Parties.

**WHEREAS** West Bengal Medical Services Corporation Limited (“**WBMSCL**”) has invited bids for providing Operation, Repair and Maintenance of Different Systems in 7Multi/Super Speciality Government Hospitals across West Bengal in 1 Package having Bid Reference No.: [·].

**WHEREAS** the Bidder intends to submit its Bid for the aforesaid tender floated by WBMSCL.

**WHEREAS** the technical and financial capacity requirements specified in e-NIT and ITB section of the Bidding Documents allows a bidder to enter into MoU(s) with sub-contractors having requisite experience for the purpose of satisfying such technical and financial capacity requirements in respect of provision of O&M Services of Lift or HVAC or VRF System/Split Unit/Cassette Unit or Diesel Generator or Electricals or Floor Electricals or Solar System or Fire System (Fire Detection and Fire Protection) or Sanitary and Plumbing System or STP/WTP/R.O. System or Medical Gas Pipeline System, Civil Works and Building Management Systems (BMS).

**WHEREAS** the Sub-Contractor is validly existing under the Applicable Laws of India and carrying out its business [●] and has prior experience, in providing the O&M Services, to one or more organisations in India, with respect to:

[●].....

*(insert Systems viz. 1. Lift or 2. HVAC, VRF System/Split Unit/Cassette Unit or 3. Diesel Generator or 4. Electricals or 5. Floor Electricals or 6. Solar System or 7. Fire System (Fire Detection and Fire Protection) or 8. Sanitary and Plumbing System or 9. STP/WTP/R.O. System or 10. Medical Gas Pipeline System or 11. Civil Works or 12. Building Management Systems(BMS))*

**WHEREAS** the Bidder had approached the Sub-Contractor for entering into this MoU and recording the terms and conditions for adducing the aforesaid experience of the Sub-Contractor in the Bid to be submitted by the Bidder and subsequent provision of O&M Services by such Sub-Contractor with respect to:

[●].....

*(insert Systems viz. 1. Lift or 2. HVAC, VRF System/Split Unit/Cassette Unit or 3. Diesel Generator or 4. Electricals or 5. Floor Electricals or 6. Solar System or 7. Fire System (Fire Detection and Fire Protection) or 8. Sanitary and Plumbing System or 9. STP/WTP/R.O. System or 10. Medical Gas Pipeline System or 11. Civil Works or 12. Building Management Systems(BMS))*

in the event the Bidder becomes the Selected Bidder.

**NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**1. INTERPRETATIONS**

Capitalised words used herein but not defined in this MoU shall have the meaning assigned to it in the Bidding Documents.

**2. SCOPE OF MoU**

a) For satisfying the technical and financial capacity as specified in the e-NIT and ITB section of the Bidding Documents, the Bidder intends to provide the completion certificates or job certificates of the Sub-Contractor, as a part of its Bid, evidencing the provision of O&M Services with respect to:

[●]

*(insert Systems viz. 1. Lift or 2. HVAC, VRF System/Split Unit/Cassette Unit or 3. Diesel Generator or 4. Electricals or 5. Floor Electricals or 6. Solar System or 7. Fire System (Fire Detection and Fire Protection) or*

*8. Sanitary and Plumbing System or 9. STP/WTP/R.O. System or 10. Medical Gas Pipeline System or 11. Civil Works or 12. Building Management Systems(BMS)*

- b) The Parties agree and acknowledge that the MoU shall form part of the Bid to be submitted by the Bidder to WBMSCL.
- c) In the event the Bidder is the Selected Bidder, such Selected Bidder shall enter into a definitive agreement whereby the Sub-Contractor shall provide O&M Services in the manner specified in the Bidding Documents with respect to:

[●]

*(insert Systems viz. 1. Lift or 2. HVAC, VRF System/Split Unit/Cassette Unit or 3. Diesel Generator or 4. Electricals or 5. Floor Electricals or 6. Solar System or 7. Fire System (Fire Detection and Fire Protection) or 8. Sanitary and Plumbing System or 9. STP/WTP/R.O. System or 10. Medical Gas Pipeline System or 11. Civil Works or 12. Building Management Systems(BMS))*

- d) The terms as set out in this MoU shall be captured in the definitive agreement in its true letter and spirit and the definitive agreement shall be submitted to WBMSCL.

### **3. TERM AND TERMINATION**

**Lock-In Period:** This MoU shall be subject to a lock-in of 3 (three) years from the Effective Date (as defined in the Bidding Documents), during which the Parties to the MoU shall not be eligible to terminate this MoU for any reason whatsoever (“**Lock-InPeriod**”).

This MoU shall remain fully valid and enforceable for 3 (three) years from the Effective Date (as defined in the Bidding Documents), in the event the Bidder becomes the Selected Bidder. However, in case the



Bidder is not selected as a Selected Bidder, the MoU will stand terminated upon intimation by WBMSCL that it has not been selected and upon return of the Earnest Money Deposit/Bid Security by WBMSCL.

In the event the Parties to this MoU terminate this MoU during the Lock-In Period or otherwise, the Bidder or the Selected Bidder (as the case may be) shall forthwith inform WBMSCL or its authorised representative.

#### **4. CONSIDERATION**

In the event the Bidder becomes the Selected Bidder and enters into a definitive agreement with the Sub-Contractor then the Bidder shall pay to the Sub-Contractor a monthly/quarterly/yearly consideration of [●] for the services performed by the Sub-Contractor.

#### **5. ENTIRE UNDERSTANDING AND AMENDMENT**

The Parties acknowledge and accept that this MoU constitutes the entire understanding between the Parties and the Parties shall not amend the terms of this MoU without the prior written consent of WBMSCL.

#### **6. ASSIGNMENT**

This MoU or the Agreement to be entered into subsequently shall not be assignable by the Sub-Contractor except with the prior written approval of WBMSCL.

#### **7. GOVERNING LAW**

This MoU shall be governed by the Laws of India.

**8. DISPUTE RESOLUTION**

All disputes arising out of this MoU shall be settled amicably between the Parties. In the event the Parties fail to reach an amicable settlement, the Courts at Kolkata shall have jurisdiction over such disputes.

**9. NOTICE**

All notices between the Parties shall be in writing and must be delivered by hand or sent by pre-paid post to the other Party at the following address:

AUTHORISED SIGNATORY OF BIDDER

AUTHORISED SIGNATORY OF SUB-CONTRACTOR

NAME:

NAME:

ADDRESS:

ADDRESS:

CONTACT NUMBER:

CONTACT NUMBER:

EMAIL ID:

EMAIL ID:

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands the day, month, year and place first hereinabove written:

AUTHORISED SIGNATORY/SOLE PROPRIETOR FOR  
THE BIDDER AUTHORIZED BY BOARD  
RESOLUTION/POWER OF ATTORNEY

AUTHORISED SIGNATORY/SOLE PROPRIETOR FOR THE  
SUB-CONTRACTOR AUTHORIZED BY BOARD  
RESOLUTION/POWER OF ATTORNEY

SIGNED, SEALED AND DELIVERED BY

SIGNED, SEALED AND DELIVERED BY

IN THE PRESENCE OF

1.

2.

DATE

PLACE

IN THE PRESENCE OF

1.

2.

DATE

PLACE

**SECTION V**

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## **ARTICLE I - DEFINITIONS AND INTERPRETATIONS**

### **1. Definitions**

*(in alphabetical order)*

**Applicable Laws:** Applicable Laws shall mean all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including statutes, rules, regulations, directions, bye-laws, notifications, ordinances and judgments having force of law, state laws or any final interpretation by a court of law having jurisdiction over the matter in question as may be in force and effect during the subsistence of the Service Agreement.

**Applicable Permits:** Applicable Permits shall mean any and all permissions, clearances, licenses, authorisations, consents, no-objections, approvals and exemptions under or pursuant to any of the Applicable Laws or from any Competent Authority required in connection with undertaking, performing or discharging the obligations contemplated by the Contract.

**Authority:** Authority shall mean West Bengal Medical Services Corporation Limited.

**Bidding Documents:** Bidding Documents shall mean collectively the following documents including any agenda/corrigenda thereto-

(i) e-Notice Inviting Tender/e-NIT (Section I of the Bidding Documents); (ii) Instruction to Bidders/ITB (Section II of the Bidding Documents); (iii) Schedule of Requirements/SoR (Section III of the Bidding Documents), (iv) Bidding Forms/BDF (Section IV of the Bidding Documents), (v) General Conditions of Contract/GCC (Section V of the Bidding Documents) and (vi) Service Agreement (Section VI of the Bidding Documents).

**Claims:** Claims means any or all losses, liabilities, fines, suits, claims, obligations, damages, compensation, penalties, demands, actions, costs and expenses, litigation and proceedings of any kind or nature (including reasonable legal fees).

**Competent Authority:** Competent Authority shall mean any agency, authority, department, ministry, public or statutory person of the Government of West Bengal or Government of India, or any local authority, or regulator, or judicial or administrative body or any other sub-division thereof having jurisdiction or purporting to have jurisdiction over (i) performance of the O&M Services or (ii) all or any part of the Work Site or (iii) the performance of all or any of the obligations of the Service Provider under the Contract.

**Conditions Precedent:** Conditions Precedent shall have the meaning assigned to it in Clause 2 of Article II of this GCC.

**Contract:** means this GCC, all sections of the Bidding Documents, the bid submitted by the Selected Bidder, the Notification of Award, the executed Service Agreement(s) and such further letters and

documents as may be expressly incorporated in the Notification of Award or the executed version of the Service Agreement.

**Contract Fee:** Contract Fee shall have the meaning assigned to it in Clause 1.1 of Article VII of this GCC.

**Effective Date:** Effective Date shall have the meaning assigned to it in Clause 5 of Article II of this GCC.

**Force Majeure/Force Majeure Event:** Force Majeure/Force Majeure Event shall have the meaning assigned to it in Clause 1 of Article XI of this GCC.

**Good Industry Practice:** Good Industry Practice shall mean the exercise of that degree of skill, diligence and prudence and those practices, methods, specifications and standards of safety, operation, maintenance and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled contractor and/or operation and maintenance agency and/or operator and/or service provider, in the operation, repair and maintenance of systems of the type and size similar to the Systems specified herein.

**Reimbursable Expenses:** Reimbursable Expenses shall have the meaning assigned to it in Clause 2 of Article IX of this GCC.

**Notification of Award:** Notification of Award shall have the meaning assigned to it in Clause 35.1 of the ITB.

**O&M Services:** O&M Services shall mean providing round the clock (24x7) operations, repair and/or replacement (in case of breakdown or defect) and maintenance of the Systems as more fully described in the Schedule of Requirements.

**Ownership Interest:** Ownership Interest shall mean any equity or capital held by a partner of a partnership firm, or partner or a designated partner of a limited liability partnership.

**Parties:** Parties shall mean the Authority and the Service Provider for the relevant Package.

**Performance Guarantee:** Performance Guarantee shall have the meaning assigned to it in Article IV of this GCC.

**Scheduled Bank:** Scheduled Bank shall mean a bank which has been included in the second schedule of the Reserve Bank of India Act, 1934 and any amendment and modification thereto.

**Scope of Work:** Scope of Work shall mean the obligations of the Service Provider as specified in the Schedule of Requirements and shall include providing O&M Service for the Systems.

**Service Agreement:** Service Agreement shall mean the agreement to be entered into between the Authority and the Service Provider to record the terms and conditions for the provision of the O&M Services by the Service Provider in relation to a Work Site as per the format specified in Section VI of the Bidding Documents.



**Service Provider:** Service Provider shall mean the company/partnership/limited liability partnership/proprietorship firm, who has been declared to be the Selected Bidder for the Package in terms of the provisions contained in the e-NIT and the ITB.

**Shareholding:** Shareholding shall mean the total amount of paid up equity share capital held by an entity in a public or private limited company.

**Super Speciality Hospital(s):** Super Speciality Hospital(s) shall mean the [●] Multi / Super Speciality Government Hospitals across West Bengal.

**System(s):** System(s) shall mean and include the Lift, HVAC System including Chiller and Floor HVAC, Diesel Generator Set, Electrical System including HT Panel, LT Panel and Transformer with RTCC Panels, Floor Electrical System including Fans and Pumps and Motors, Solar System, Fire System including Fire Detection and Fire Protection System, Portable Fire Extinguishers, Fire Alarm System, Sanitary and Plumbing System, STP or WTP or R.O. System, Medical Gas Pipeline System, Civil Works and all other components of the above Systems installed at the Super Speciality Hospitals.

**Term of Agreement:** Term of Agreement shall mean a period of 36 (thirty six) months commencing from the Effective Date.

**Total Contract Fee:** Total Contract Fee shall mean the cumulative amount of Contract Fee payable to a Service Provider for a single Package during the entire Term of Agreement.

**Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable:** Defect Liability Contractors or the Comprehensive Maintenance Contractor or Annual Maintenance Contractor or OEM shall mean the entities presently responsible for defect liability obligations at each of the Super Speciality Hospitals forming part of the Package or the entity who will be entrusted with the obligation same that of the Defect Liability Contractors after expiry of the DLP at each of the Super Speciality Hospitals forming part of the Package, as applicable.

**Work Site:** Work Site shall have the meaning assigned to it in recital G of the Service Agreement.

**Working Days:** Working Days shall mean all days of the week except for those days on which banks remain closed in the State of West Bengal.

## 2. Interpretations

2.1 In this GCC unless the context otherwise requires:

- (a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- (b) the words implying singular shall also include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- (c) the table of contents and headings are for ease of reference only and shall not affect the construction or interpretation of this GCC;
- (d) if a word or phrase is defined, cognate words and phrases shall have corresponding definitions;

- (e) the words "include" and "including" are to be construed without limitation;
- (f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (g) a right includes a benefit, remedy, discretion, authority or power;
- (h) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (i) "Clause" and "Article" shall refer, except where the context otherwise requires, to Clauses and Articles of this GCC;
- (j) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this GCC from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party in its behalf and not otherwise. Writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions;
- (k) unless otherwise stated, any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
- (l) unless the context otherwise requires, any capitalised term used in this GCC but not defined herein, but defined in the ITB shall have the meaning assigned thereto in the ITB;
- (m) a Party or person includes each of their legal representatives, successors, transferees and assigns and where a Party comprises more than one person, includes each person's legal representatives, successors, transferees and assigns;
- (n) any word or expression used in this GCC, unless defined or construed in this GCC or other Bidding Documents, shall be construed as per the definition given in General Clauses Act, 1897 and if such word or expression is not defined in General Clauses Act, 1897 then shall bear its ordinary English meaning;
- (o) the language used in this GCC shall be deemed to be the language used by the Parties hereto to express their mutual intent and no rule of strict interpretation will be applied against either Party;

- (p) this GCC or any other document includes the document as varied, amended or replaced notwithstanding any change in the identity of the Parties;
- (q) this GCC or no part of this GCC shall be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this GCC or that part.

## **ARTICLE II - CONDITIONS PRECEDENT**

1. The Service Agreement is conditional upon, and does not come into force and take effect or become binding on the Parties until the Service Provider has satisfied the condition(s) precedent specified in Clause 2 of this Article II ("**Conditions Precedent**") which have not been waived by the Authority as under Clause 4 of this Article II.
2. The Conditions Precedent are as follow:
  - 2.1. The Service Provider has furnished copies (certified as true copies by a director/partner/designated partner of the Service Provider) of its constituent documents to the Authority as well as of all resolutions adopted by the board of directors and power of attorney issued by the partners/designated partners of the Service Provider authorising the execution, delivery and performance by the Service Provider of the Service Agreement;
  - 2.2. the Service Provider has furnished to the Authority a legal opinion from a legal counsel/firm with respect to authority and capacity of the Service Provider to enter into/sign the Service Agreement and the enforceability hereof;
  - 2.3. the Service Provider has furnished to the Authority duly executed copy of the agreement evidencing engagement of a sub-contractor, who fulfils the qualification conditions specified in Clause 4 of the

ITB, for providing operation, repair and maintenance of the Medical Gas Pipeline System installed at the Super Speciality Hospitals comprised in the Package;

- 2.4. the Service Provider has furnished to the Authority documentary evidence for engagement of personnel having requisite qualification as specified in Clause 4 of the ITB and also in Form 14 of the Bidding Forms.
  - 2.5. the Service Provider has furnished to the Authority copies of all definitive agreements entered into by such Service Provider with various entities, whose credentials were used by the Service Provider at the time of submission of its bid for the purpose of fulfilling the technical and financial capacity criteria specified in Clauses 9(iii)(b) and 9(iv)(b) of the e-Nit and Clauses 4.2.1(b) and 4.2.2(b) of the ITB, for appointment of such entities as sub-contractor of the Service Provider for provision of various components of the O&M Services; and
  - 2.6. the Service Provider must have furnished to the Authority copies of the policy documents for accidental insurance from a reputed insurance company in India to reasonably cover for death or permanent or temporary or partial or total disability or loss of limbs or burns or medical expenditure for necessary treatment thereof of its personnel, workmen, employees and sub-contractor(s) caused during the course of employment.
3. The Service Provider shall use its best endeavour to satisfy the Conditions Precedent within 7 (seven) Working Days of the date of signing of the Service Agreement and upon fulfilment of the said Conditions Precedent, the Service Provider shall immediately give written notice to that effect to the Authority.
  4. Any of the Conditions Precedent set forth in Clause 2 of Article II above may be waived fully or partially by the Authority at any time in its sole discretion or the Authority may grant additional time for compliance with these conditions and the Service Provider shall be bound to ensure compliance within such additional time as may be granted by the Authority.

5. Upon receiving the notice mentioned in Clause 3 of Article II above from the Service Provider that each of the Conditions Precedent have been complied with and if such compliance is to the satisfaction of the Authority, or if the Authority decides to waive any or all of the Conditions Precedent fully or partially in terms of Clause 4 of Article II above, then the Authority will give a written notice to the Service Provider recording satisfaction of the Conditions Precedent and the date of such notice shall be the Effective Date.
  
6. If the Authority has not waived or extended the time for compliance of such Conditions Precedent under Clause 4 of Article II above, and if the Service Provider has failed to fulfil the Condition(s) Precedent within the timelines specified in Clause 2 of Article II above to the satisfaction of the Authority, the Service Provider shall be liable to pay liquidated damages in a sum calculated at the rate of 0.1% (zero point one percent) of the Performance Guarantee for each day's delay until fulfilment of the Conditions Precedent subject to a maximum of 5% (five percent) of the Performance Guarantee furnished by the Service Provider. In such event, having regard to the quantum of damages, the time for the performance shall be deemed to have been extended by the number of days for which the liquidated damages is paid and if, after the extended period the Service Provider is still not in a position to comply with the Conditions Precedent, then the Service Agreement shall be liable to be terminated as provided for in Clause 7 of this Article II below.
  
7. In the event the Conditions Precedents are not complied with within the time (including the extended time, if any) in terms of the aforesaid Clauses of this Article II, the Service Agreement shall be liable to be terminated and an amount equivalent to 5% (five percent) of the Performance Guarantee shall stand forfeited and the balance amount shall be returned to the Service Provider. It is clarified that except for

the payment as stipulated in the foregoing Clause 6 and the forfeiture in this Clause 7 of Article II, each Party hereto shall have no Claims against the other.

### **ARTICLE III - TERM OF AGREEMENT**

#### **1. Term**

The Service Agreement shall take effect on the Effective Date and remain in effect for the entire Term of Agreement unless:

- 1.1. the Service Agreement is terminated before the expiry of Term of Agreement in accordance with the provisions contained in this GCC, in which case, the Term of Agreement shall be the period commencing from the Effective Date and ending on the date of termination, or
- 1.2. the Service Agreement is renewed beyond the Term of Agreement in accordance with Clause 2 of this Article III below, in which case, the Term of Agreement shall include the renewal period by which the original Term of Agreement is so extended.

#### **2. Renewal Option**

The Authority shall have the option to renew the Term of Agreement for a further period not exceeding 36 (thirty six) months on the same terms and conditions, depending on the performance of the Service Provider in providing the O&M Services in terms of the Contract. In the event the Authority is desirous of granting the said renewal of the Term of Agreement, it shall notify the same in writing to the Service Provider not less than 3 (three) months prior to expiry of the initial Term of Agreement. Any such renewal of the Service Agreement shall be effected by execution of a new service agreement which shall incorporate the terms and conditions specified in this GCC.

3. **Lock-in Period**

The Service Provider shall not terminate the Service Agreement for a period of 12 (twelve) months from the Effective Date for any reason whatsoever which may or may not be prescribed under this GCC except for non-payment of Monthly Contract Fee by the Authority for 3(three) consecutive months as under Clause 1.4 of Article VII of this GCC.

**ARTICLE IV - PERFORMANCE GUARANTEE**

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 11 of the Bidding Forms, from Scheduled Bank.
2. For the avoidance of doubt, in the event the Authority decides to enter into separate Service Agreements with the Service Provider for each of the Super Speciality Hospital comprised within a specific Package, the Service Provider shall be required to provide the Performance Guarantee through multiple bank guarantees from a Scheduled Bank under each of the Service Agreement to be entered into between the Authority and the Service Provider, in terms of the requirements mentioned in the ITB as well as the provisions contained in this GCC. Further, the cumulative amount of such multiple bank guarantees, which shall be specified by the Authority in the Notification of Award, shall have to be equal to the Performance Guarantee amount as specified in Clause 1 of this Article IV.



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 3 (three) months thereafter after the expiry of the Term of Agreement.
4. The Performance Guarantee shall not contain any provision which is:
  - 4.1 inconsistent with the right(s) of the Authority under this GCC, or otherwise, or
  - 4.2 restricts the right(s) of the Authority to invoke the Performance Guarantee in terms of this GCC.
5. Subject to Clause 7 of this Article IV, if the Service Agreement is terminated, then the Authority shall release the Performance Guarantee within 60 (sixty) days after the latter of the date of termination or the date of performance of any outstanding obligations under the Contract by the Service Provider, and also after deducting any amount that the Authority is entitled to deduct or that is due to the Authority in terms of the Contract.
6. If there are any disputes outstanding between the Parties under the Service Agreement as on the date of termination of the Service Agreement, the Authority shall be required to release the Performance Guarantee within 30 (thirty) days of the date on which the last of those disputes is resolved by final and non-appealable decision of a court of competent jurisdiction.
7. If the Performance Guarantee is due to expire under its terms or if due to part encashment of the Performance Guarantee by the Authority the Performance Guarantee amount has fallen below the amount specified in Clause 1 of this Article IV, then the Service Provider shall provide a replacement bank guarantee to the Authority to restore the Performance Guarantee which meets the requirements of Clause 1 of this Article IV and is valid and enforceable until it is required to be released by the Authority under this Article IV, not less than 30 (thirty) days prior to the expiry of the Performance

Guarantee or within 7 (seven) days from part encashment of the Performance Guarantee by the Authority.

8. If the Service Provider does not provide the aforementioned replacement bank guarantee to restore the Performance Guarantee in the manner specified in Clause 7 of Article IV, the Authority shall be entitled to invoke and receive the full/remaining amount under the Performance Guarantee and hold the cash in lieu of the Performance Guarantee.
9. Without limiting the terms and conditions of the Performance Guarantee with respect to the Authority's right to invoke the Performance Guarantee and receive or use the proceeds of the Performance Guarantee or the specific circumstances as specified in this GCC when the Authority is entitled to invoke, receive or use the proceeds of the Performance Guarantee, the Authority may demand, receive and use the proceeds of the Performance Guarantee relating in any way to the performance or non-performance of the Service Provider's obligations, including when a dispute as to the payment of any amount due and payable to the Authority under in terms of this GCC is continuing, by notifying the Service Provider.
10. The Service Provider shall not institute any proceedings, or exercise any right or take any steps to otherwise restrain the Scheduled Bank that issued the Performance Guarantee from releasing any payment under the Performance Guarantee in favour of the Authority.
11. The Service Provider may substitute any part of the Performance Guarantee with equivalent Performance Guarantee provided that the following requirements have been satisfied:

- 11.1. the substitute Performance Guarantee meets the requirements of Clause 1 of this Article IV , at all times, and
- 11.2. the substitute Performance Guarantee is provided to the Authority not less than 30 (thirty) days prior to the expiry of the existing Performance Guarantee which is being replaced by the substitute Performance Guarantee.

## **ARTICLE V - REPRESENTATIONS AND WARRANTIES**

### **1. Representations and Warranties of the Service Provider**

The Service Provider represents and warrants to the Authority that:

- 1.1. it is duly organised or incorporated, validly existing and in good standing under the laws of India, and has agreed to unconditionally accept without any reservations the terms and conditions set forth in this GCC and other sections or parts of the Bidding Documents;
- 1.2. it has full power and authority to execute, deliver and perform its obligations in terms of the Service Agreement;
- 1.3. it has taken all necessary actions to authorise the execution, delivery and performance of the Service Agreement;
- 1.4. no approval, authorisation, order or consent of, or declaration, registration, or filing with any Competent Authority is required for the valid execution and delivery of the Service Agreement by the Service Provider, except as such as have been already duly obtained or made by the Service Provider;
- 1.5. the execution, delivery, performance or fulfilment of terms and conditions by the Service Provider, of the Service Agreement do not conflict with, violate, or result in a breach of any law, governmental rules and regulation applicable to the Service Provider or conflict with, violate, or result in a breach or constitute of terms and conditions of an order, judgement, decree, deed, agreement, contract or any

instrument to which the Service Provider is a Party, or by which any of its properties or assets are bound, or constitute a default there under;

- 1.6. the Service Agreement shall constitute the legal, valid and binding obligations of the Service Provider, enforceable against it in accordance with the terms hereof;
- 1.7. there are no orders from any court of competent jurisdiction or from any Competent Authority, or any action, suit, proceeding, or official investigation pending which in any way prevents the Service Provider from entering into the Service Agreement or adversely affects the ability of the Service Provider to perform its obligations under the Contract or questions in any material respect the validity, binding effect or enforceability (or seeks to enjoin or assess penalties) relating to any of the obligations of the Service Provider under this GCC, the Notification of Award and other sections or parts of the Bidding Documents;
- 1.8. none of the existing shareholders/directors/ partners/ designated partners (as applicable) of the Service Provider have been convicted in a court of law for an offence involving moral turpitude;
- 1.9. it acknowledges and accepts that the Authority and its officers, employees, consultants and agents have not made any representation or warranty as to the accuracy or completeness of document and information provided to the Service Provider relating to the Work Site and/or the Scope of Work or otherwise;
- 1.10. it acknowledges and accepts that although the Authority has made reasonable endeavours to provide all material documents and information sufficient for the Service Provider to perform the O&M Services and its other obligations under the Contract, there may be other documents and information which the Authority and its officers, employees, consultants and agents are aware of and which may be relevant to the Work Site, but which may not have been provided or to which no reference has been made in, or in connection with, the e-NIT and/or ITB and/or this GCC;

- 1.11. it has satisfied itself as on the Effective date of the Service Agreement as to the extent and nature of the Scope of Work, as well as equipment, materials and manpower necessary for providing the O&M Services and that the Work Site is suitable for the provision of O&M Services;
- 1.12. it has all the resources required to provide the O&M Services and its other obligations under the Contract in an efficient and timely manner;
- 1.13. there are no contingencies, fees, payments or other benefits accruing to the Service Provider (other than as stated in this GCC), which have not been notified to the Authority in writing;
- 1.14. all records and other information supplied or to be supplied by the Service Provider to the Authority in relation to the Service Agreement, are/will be true, correct and accurate in all respects; and accurately reflect or shall reflect the performance of the obligations by the Service Provider and may be relied upon by the Authority in all respects, including for the purpose of calculating the Service Provider's entitlement to the Monthly Contract Fee and any deductions there from;
- 1.15. it has made, and relied on, its own independent assessment of the condition and location of the Work Site, documents and information provided by the Authority or its officers, agents, employees or consultants and of the suitability of the terms of this GCC and other sections or parts of the Bidding Documents for the purpose of performing its obligations under the Contract;
- 1.16. as on the Effective Date of the Service Agreement it has obtained for itself and is satisfied that it has all necessary information as to risks, contingencies and other circumstances which may influence or affect its obligations or the costs and expenses to be incurred by it for providing the O&M Services and meeting its other obligations under the Contract;
- 1.17. it accepts that the Authority shall not be liable for any death or permanent or temporary or partial or total disability or loss of limbs or burns or medical expenditure for necessary treatment thereof of the personnel, workmen, employees and sub-contractor(s) of the Service Provider.

**2. Representations and Warranties of the Authority**

The Authority represents and warrants to the Service Provider that:

- 2.1. it is duly organised, validly existing and in good standing under the laws of India;
- 2.2. it has full power and authority to execute, deliver and perform its obligations under the Contract;
- 2.3. it has taken all necessary actions to authorise the execution, delivery and performance of the Service Agreement;
- 2.4. no approval, authorisation, order or consent of, or declaration, registration, or filing with any Competent Authority is required for the valid execution and delivery of the Service Agreement by the Authority, except as such as have been already duly obtained or made by the Authority; and
- 2.5. the Service Agreement shall constitute the legal, valid and binding obligations of the Authority, enforceable against it in accordance with the terms hereof.

**ARTICLE VI - PERFORMANCE OF O&M SERVICES****1. Obligations of the Service Provider**

- 1.1 The Service Provider shall promptly commence the O&M Services in relation to the Work Site in accordance with the provisions contained in this GCC and in the Schedule of Requirements not later than 3 (three) days from the Effective Date.
- 1.2 Without prejudice to the generality of Clause 1.1 of this Article VI and in addition to any of its other obligations under this GCC and under Schedule of Requirements, during the Term of Agreement, the Service Provider shall:
  - (a) arrange for, in a timely manner, all necessary financial and other resources required for performance of the O&M Services;

- (b) engage technically qualified and competent persons for carrying out the O&M Services in terms of the MoU as per the format specified in Form-15 and ensure that all works forming part of the O&M Services are carried out in due compliance with the MoU, this GCC and Schedule of Requirements and also as per Good Industry Practice;
- (c) obtain all Applicable Permits and comply with Applicable Laws and terms of the Applicable Permits while performing the O&M Services;
- (d) provide to the Authority's Representative (as defined in Clause 2.1 of this Article VI), at all times access to the Work Site and the Systems installed to review the performance of the O&M Services and to ascertain compliance with any of the requirements of this GCC and/or the Schedule of Requirements. Provided that non-inspection by the Authority of any System installed at the Work Site or any works comprising the O&M Services shall not, in relation to such works, (i) amount to any consent or approval by the Authority nor shall the same be deemed to be waiver of any of the rights of the Authority under the Contract; and (ii) release or discharge the Service Provider from its obligations or liabilities under the Contract in respect of such work;
- (e) provide monthly reports on the O&M Services performed by it, redressal of any complaint received in respect thereof or such other relevant information as may be required by the Authority's Representative;
- (f) promptly carry out at its cost such further works as may be necessary to remove any defects or deficiencies observed by the Authority's Representative in the performance of the O&M Services and ensure timely completion of any repair or maintenance work to be done by it in terms of the provisions contained in this GCC and/or the Schedule of Requirements;
- (g) ensure safe and timely performance of the O&M Services without interrupting in any way the functioning of the Work Site;

- (h) ensure that its performance of the O&M Services does not in any way disrupt the normal functioning of the Work Site and save and except for occurrence of any emergency situation such as incident of fire or earthquake or any act of god, the Service Provider shall not be entitled to shut down any such System installed at the Work Site which affects the normal functioning of the Work Site without obtaining prior written approval from the Authority's Representative. Even if the Authority's Representative grants such consent, the Service Provider shall carry out such repair or maintenance work in such manner so as to minimise the extent of the disruption to normal functioning of the Work Site;
- (i) carry out the O&M Services having regard to the highest standard of care and safety at all times and shall take all necessary steps in the provision of the O&M Services to ensure that the care and safety of the Work Site is not compromised;
- (j) access the Work Site only for the purpose of delivering the O&M Services and otherwise exercising its rights or performing its obligations under the Contract and for no other purposes;
- (k) ensure that the Personnel deployed or engaged by it for performing the O&M Services and any incidental or ancillary activities in connection therewith shall always behave in a civilised and proper manner with the Authority's Representative, staff and officers of the Work Site, patients and visitors at the Work Site and shall not indulge in any illegal or immoral activities thereat and also shall not commit any act, deed or thing within the premises of the Work Site which may cause nuisance or annoyance or disturbance to others present thereat; and
- (l) be solely responsible for all its obligations under the Contract notwithstanding engagement of any sub-contractors by the Service Provider for performing various components of the O&M Services and/or anything contained in any contract or any other agreement entered into between the Service Provider and such sub-contractor, and no default under any such contract or agreement shall excuse the Service Provider from its obligations or liability hereunder and the Service Provider shall at all times be solely responsible for non-performance or for any defect, deficiency or delay in the performance of the O&M



Services or any part thereof in accordance with the provisions of this GCC and/or the terms specified in the Schedule of Requirements

- 1.3 The Service Provider shall during the Term of Agreement pay in a timely manner all applicable rates, levies, taxes, cesses and statutory duties, if any, under the Applicable Laws for the time being in force and that may be levied, claimed or demanded from time to time by any Competent Authority including any increase therein effected from time to time from any Competent Authority, in connection with its performance of the O&M Services.
- 1.4 It is hereby clarified that in the event the Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable, fail to carry out any work or provide any service which is part of their respective obligations, as stipulated in the Bidding Documents or otherwise, then the Authority shall be entitled to direct the Service Provider to carry out such work or provide such service in place of the Defect Liability Contractor/Comprehensive Maintenance Contractor/Annual Maintenance Contractor/OEM, as applicable, and the Service Provider shall be required to carry out such work or provide such service within a reasonable period of time and to the satisfaction of the Authority. In such an event, the Service Provider shall be entitled to receive Reimbursable Expenses from the Authority for carrying out such work or provide such service and the Contract Fee payable to the Service Provider shall be exclusive of such Reimbursable Expenses. The said Reimbursable Expenses shall be calculated and paid by the Authority as per the mechanism specified in Clause 4 of Article IX of this GCC.
- 2. Authority's Representative**
- 2.1 The Authority may deploy its representative at the Work Site ("**Authority's Representative**") for monitoring the performance of the O&M Services by the Service Provider.

- 2.2 The Authority shall be entitled to change the Authority's Representative from time to time during the Term of Agreement and will intimate the same to the Service Provider.
- 2.3 The Authority may exercise any of its rights or perform any of its obligations under the Service Agreement through the Authority's Representative. The Authority's Representative shall be the Authority's agent for the purposes of the Service Agreement and shall act in accordance with the provisions contained in this GCC.
- 2.4 Where under the GCC, the Authority is entitled to, or required to, conduct any inspection or performance review or audit or attend any meeting, the Authority may engage any person other than or in addition to the Authority's Representative to conduct that inspection or performance review or audit or attend any meeting on the Authority's behalf.

### **3. Service Provider's Representative**

- 3.1 The Service Provider shall deploy its representative at the Work Site ("**Service Provider's Representative**") who shall:
- (a) at all times be in overall charge of the O&M Services to be performed at the Work Site;
  - (b) possesses the appropriate skill, expertise, authority and qualifications to exercise above function;
  - (c) act in good faith in the exercise of obligations of the Service Provider under the Contract, and
  - (d) be permanently located at the Work Site.
- 3.2 The Service Provider may change the Service Provider's Representative from time to time after providing a prior written notice of at least 7 (seven) days to the Authority.
- 3.3 The Service Provider may exercise any of the rights or perform any of its obligations under the Contract through the Service Provider's Representative. The Service Provider's Representative shall be the Service Provider's agent for the purpose of the Service Agreement and shall act in accordance with the provisions contained in this GCC.

**4. Removal of Service Provider's Representative or Personnel**

- 4.1 The Authority may, acting reasonably, direct the Service Provider to remove any individual employed or engaged by it (including the Service Provider's Representative) to carry out or perform the O&M Services.
- 4.2 On receipt of a direction under Clause 4.1 of this Article VI, the Service Provider shall take immediate steps to remove the said individual and appoint another individual in place of him/her, acceptable to the Authority, to avoid any interruption in the performance of the O&M Services.
- 4.3 Following the removal specified under this Clause 4 of this Article VI, the Service Provider shall not deploy or engage the said individual in any other activities connected with the O&M Services without obtaining the prior written approval of the Authority.

**5. Meetings**

- 5.1 On and from the Effective Date, the Service Provider shall organise, convene and chair management meetings for the planning and review of the co-ordination of activities and the performance of the O&M Services every day;
- 5.2 The Authority may nominate any person that it considers appropriate or necessary to assist the Authority to attend and participate in any of the management meetings.
- 5.3 Either the Service Provider or the Authority may, by reasonable notice to the other, call additional meetings with the other Party at any time. The other Party shall make best endeavour to attend any such additional meetings.
- 5.4 Any directions given to the Service Provider by the Authority in any meeting shall be forthwith complied with by the Service Provider.

**6. Maintenance of Records**

- 6.1 The Service Provider shall maintain, during the entire Term of Agreement and for an additional period of 12 (twelve) months immediately subsequent thereto, all records (whether in original or copies thereof) in electronic form that in any way relate to the O&M Services and/or obligations of the Service Provider under the Contract and which should be maintained as per good accounting practices, good record keeping practices, standards and procedures and Good Industry Practice.
- 6.2 The Service Provider shall make the aforesaid records available to – (i) Authority; (ii) Authority's Representative; (iii) any employee, agent or consultant of the Authority who has been duly authorised by the Authority to inspect or receive the same; and (iv) any other person authorised by the Authority from time to time.
- 6.3 The Service Provider acknowledges and accepts that the aforementioned persons as specified in Clause 6.2 of this Article VI, may maintain, reproduce, destroy or transfer those records at their sole discretion.
- 6.4 The Service Provider shall use all reasonable endeavours to obtain a waiver of any confidentiality obligations owed by it to third parties that may apply to any of the records mentioned in Clause 6.1 hereinabove.

**7. Property of the Authority**

All equipment, Systems, consumables, tools and tackles, spare parts already existing or added to the Work Site during the Term of Agreement shall remain and/or become the property of the Authority.

**8. Performance Review**

- 8.1 The Authority shall be entitled to conduct a formal performance review of the Service Provider.
- 8.2 During the 1<sup>st</sup> (first) year of the Service Agreement, 2 (two) performance reviews may be performed i.e. 1<sup>st</sup> (first) at the end of 6 (six) months from the Effective Date, and the 2<sup>nd</sup> (second) at the end of the 11<sup>th</sup>

(eleventh) month from the Effective Date. Thereafter, performance reviews shall be performed in the 11<sup>th</sup> (eleventh) month of each of the subsequent years, till the expiry of the Term of Agreement, as applicable.

- 8.3 The Authority agrees to provide a copy of the performance review to the Service Provider and schedule a meeting to review the finding with the Service Provider. If at any time, however, the Authority determines that the performance of the Service Provider has not been in compliance with the provisions of the Contract, the Authority will establish remedial steps for Service Provider in writing to ensure compliance with the terms of the Contract.
- 8.4 Upon being directed by the Authority to take remedial steps in terms of Clause 8.3 above, the Service Provider shall initiate necessary remedial action within 3 (three) days of receiving such direction.
- 8.5 For the purpose of such performance review, the Authority, its employees, its designated representative(s), consultant(s) and agent(s) reserve the right, with or without notice, to inspect, observe or audit the O&M Services being carried out by the Service Provider including any of the Service Provider's operation and maintenance activities, or financial and operating records.

## **ARTICLE VII - CONTRACT FEE**

1. **Contract Fee**
- 1.1. As consideration for the Service Provider's performance of the O&M Services in terms of the Contract, the Authority shall pay to the Service Provider the Contract Fee during the Term of Agreement as specified in the Bill of Quantity submitted by the Service Provider as part of its Financial Bid for the Package accepted by the Authority during the Bidding Process.
- 1.2. For the avoidance of doubt, in the event the Authority decides to enter into separate Service Agreements with the Selected Bidder for each of the Super Speciality Hospital comprised within a

specific Package, the term 'Contract Fee' under each such Service Agreement shall mean the contract fee on per month basis as specified by such Service Provider for each of the Super Speciality Hospital in the Bill of Quantity submitted by it as part of its Financial Bid.

- 1.3. Further, in the event the Authority directs the Service Provider to commence O&M Services for each component of the Systems installed at the Super Speciality Hospitals, forming part of a specific Package, in phases, the Service Provider shall be entitled to receive only a proportionate portion of the Contract Fee from the Authority for providing O&M Services for those component of the Systems for which the Service Provider has been directed to commence the O&M Services. Such proportionate portion of the Contract Fee payable to the Service Provider shall be commensurate to the contract fee specified by such Service Provider for providing O&M Services for each component of the Systems as per the format specified in Form 7G.1-7G.7 of the Bidding Forms as part of its Financial Bid.
- 1.4. Also, in the event the Authority changes the Scope of Work in terms of Clause 5 of Article IX of this GCC a part or portion of the O&M Services relating to specific component(s) of the Systems installed at the Super Speciality Hospitals are taken out of the Scope of Work of the Service Provider, then the Service Provider shall be entitled to receive only a proportionate portion of the Contract Fee for the O&M Services Carried out by such Service Provider for the balance component(s) of the Systems installed at the Super Speciality Hospitals. Such proportionate portion of the Contract Fee payable to the Service Provider shall be commensurate to the contract fee specified by such Service Provider for providing O&M Services for each component of the Systems as per the format specified in Form 7G.1 to 7G.7 of the Bidding Forms as part of its Financial Bid.
- 1.5. The Service Provider shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Fee for the entirety of the Term of Agreement, which shall cover all its obligations within its Scope of Work under the Contract, including all costs and expenses to be incurred by it for carrying out O&M Services in accordance with the provisions of the Contract.

1.6. The Contract Fee for the entire Term of Agreement is fixed and shall not be subject to any increase. Save and except for the Reimbursable Expenses and on account of any modification to the Scope of Work, no claim or demand for any additional payment by the Service provider shall be entertained or be admissible during the Term of the Agreement.

**2. Taxes and duties**

2.1. The Contract Fee shall be inclusive of all applicable rates, levies, taxes, cesses and other statutory duties, if any, under the Applicable Laws for the time being in force.

2.2. It is hereby clarified that in the event there is any increase in the applicable rates, levies, taxes, cesses and statutory duties that may be effected from time to time by any Competent Authority in connection with performance of the O&M Services or other services in India by the Service Provider, then the Service Provider shall not be entitled to claim or demand or receive any additional sum over and above the Contract Fee on account of such increase in the applicable rates, levies, taxes, cesses and statutory duties.

**3. Terms of Payment**

The monthly bill/invoice towards the Contract Fee for a specific calendar month shall be submitted by the Service Provider after getting the same duly certified by Authority's Representative at the Work Site within 7<sup>th</sup> day of the next calendar month and the Authority shall endeavour to make payment of the Contract Fee for the said previous calendar month within 15 (fifteen) days after the submission of monthly bill/invoice for such Contract Fee by the Service Provider to the Authority.

**ARTICLE VIII – CHANGE IN EQUITY AND MANAGEMENT CONTROL**

**1. Ownership Structure**

The Service Provider shall ensure that the existing shareholders/partners designated partners (as the case may be) of the Service Provider maintain the shareholding or ownership interest (as existing on the date of submission of its bid) as well as management control till the expiry of the Term of Agreement.

**2. Restriction on Transfer**

2.1 Notwithstanding the aforesaid, any transfer of or change in shareholding/equity/ownership interest in the Service Provider (as applicable), including by way of a restructuring or amalgamation, shall only be with the prior written approval of the Authority.

2.2 Provided nothing contained in this Article shall preclude or prevent pledge of shares/equity/ownership interest in the Service Provider in favour of the lenders as security for any financial assistance required by the Service Provider to perform the O&M Services, subject to the enforcement and consequent transfer thereof only with the prior written consent of the Authority as stated hereinbefore.

**3. Constituent Documents**

3.1 The Service Provider shall amend its constituent documents i.e. Article of Association and Memorandum of Association or Partnership Deed or LLP Agreement (as the case may be) to specifically reflect the aforesaid provisions in Clause 1 and 2 of this Article VIII as well as the relevant commitments, obligations and responsibilities within 30 (thirty) days from the Effective Date and submit to the Authority.

3.2 The Service Provider shall incorporate such provision(s) in its aforesaid constituent documents which shall mandate seeking prior written approval of the Authority before making any subsequent amendment in such constituent documents which may affect the requirements under this Article VIII.



**ARTICLE IX - CHANGE IN SCOPE OF WORK**

1. As part of its Scope of Work, as specified in the Schedule of Requirements, the Service Provider shall arrange, maintain, repair, replace and replenish, as and when required, the consumable items specified in Part A of Annexure A of the Schedule of Requirements and all such tools and tackles as required for performance of O&M Services other than those which are specified in Part B of Annexure A of the Schedule of Requirements, along with spares required for providing the O&M Services. For the avoidance of doubt, in the event the Selected Bidder is required to repair, replace or replenish any tools and tackles not specified in Part B of Annexure A of the Schedule of Requirements in order to provide the O&M Services or meet any exigencies or emergency, the Selected Bidder shall do so at its own cost and expenses and shall not be entitled to claim any amount from the Authority in respect thereto.
  
2. If any consumable item not specified in Part A of Annexure A of the Schedule of Requirements or any spare part or component thereof is required to be repaired / replaced / replenished (as applicable) to meet any exigency or emergency situation, as determined by the authorised representatives of the Authority, then such consumable item or any spare part or component thereof shall either be provided by the Authority or else the same shall have to be procured by the Selected Bidder. In the event the Selected Bidder has to procure the same, only then the Authority shall reimburse to the Selected Bidder the expenses incurred by the Selected Bidder for procuring any consumable item or any spare part or component thereof towards the repair, replacement or replenishment of any such consumable item or any spare part or component thereof and the Contract Fee payable to the Selected Bidder shall be exclusive of such reimbursable expenses ("Reimbursable Expenses"). In the event the Authority provides such consumable item or any spare part or component thereof not specified in Part A of Annexure A of the Schedule of Requirements, that is required to be repaired/replaced/replenished (as applicable) to

meet any exigency or emergency situation, the Selected Bidder shall not be entitled to receive Reimbursable Expenses for the same.

It is hereby further clarified that any cost that may be incurred by the Selected Bidder towards provision of labour or personnel for the aforesaid repair/ replacement/replenishment (as applicable) of the consumable items or any spare part or component thereof not specified in Part A of Annexure A of the Schedule of Requirements shall be reimbursed to the Selected Bidder as Reimbursable Expenses only if such work is not covered under the Scope of Work as specified in the Schedule of Requirements, as shall be determined by the Corporation.

Further, if in the event of any exigency or emergency, as determined by the authorised representatives of the Authority, the Selected Bidder is required to provide any service which is not covered within the Scope of Work, as specified in the Schedule of Requirements, the Selected Bidder shall be entitled to receive Reimbursable Expenses for carrying out such service.

3. Contract Fee payable to the Service Provider shall be exclusive of such Reimbursable Expenses.
4. For claiming the Reimbursable Expenses mentioned hereinabove in this Clause, the Selected Bidder shall have to submit to the Corporation a rate analysis report for:
  - (i) consumable items or any spare part or component thereof which has been repaired/replaced/replenished (as the case may be); and/or
  - (ii) the service provided by the Selected Bidder which is not covered under the Scope of Work as specified in the Schedule of Requirements (as shall be determined by the Corporation);supported by requisite documentary evidence to substantiate such claim. The Corporation shall make payment of the Reimbursable Expenses, within 30 (thirty) days from the receipt of such rate analysis

report from the Selected Bidder, provided the rates mentioned therein are considered reasonable by the Corporation.

5. The Authority may at any time at its convenience and without any reason whatsoever change or modify the Scope of Work of the Service Provider by taking out a part or portion of the O&M Services relating to specific component(s) of the Systems installed at the Super Speciality Hospitals from the Scope of Work of the Service Provider after giving 30 (thirty) days' prior notice in writing to the Service Provider. Upon such reduction in the Scope of Work, the Service Agreement with the Service Provider shall be deemed to have been terminated with respect to such specific component(s) of the Systems installed at the Super Speciality Hospitals which are taken out of the Scope of Work of the Service Provider and the consequences of termination as specified in Clause 5 of Article XIV of this GCC shall apply to deemed termination of the Service Agreement for such part or portion of the O&M Services. It is hereby clarified that the Service Agreement shall continue to remain in operation and enforceable for the balance component(s) of the Systems installed at the Super Speciality Hospitals. Further, in the event of abovementioned reduction of the Scope of Work, then the amount of Contract Fee that the Service Provider is entitled to receive under the terms of the Service Agreement shall also be proportionately reduced in the manner specified in Clause 1.4 of Article VII.
6. In the event, the MoU entered into between the Service Provider and any of its sub-contractor(s) for carrying out any O&M Service in connection with the System(s) as under the ITB, Schedule of Requirements and GCC is terminated during the subsistence of this Service Agreement, then the Service Provider shall forthwith inform the Corporation and enter into new MoU(s) within 60 (sixty) days of such termination of MoU(s), with such sub-contractor(s) having the required qualifications as specified in the Bidding Documents. If the Service Provider fails to enter into such MoU(s) as referred above within the

period referred to above, in that case, the Corporation shall be entitled to exclude such O&M Service from the Scope of Work of Service Provider and hand it over to any other person(s) from amongst other Service Providers or any other third party. Upon such reduction in the Scope of Work, the Service Agreement with the Service Provider shall be deemed to have been terminated with respect to such specific component(s) of the Systems installed at the Super Speciality Hospitals which are taken out of the Scope of Work of the Service Provider and the consequences of termination as specified in Clause 5 of Article XIV of this GCC shall apply to deemed termination of the Service Agreement for such part or portion of the O&M Services. It is hereby clarified that the Service Agreement shall continue to remain in operation and enforceable for the balance component(s) of the Systems installed at the Super Speciality Hospitals. Further, in the event of abovementioned reduction of the Scope of Work, then the amount of Contract Fee that the Service Provider is entitled to receive under the terms of the Service Agreement shall also be proportionately reduced in the manner specified in Clause 1.4 of Article VII.

7. The Service Provider shall perform any service in connection with the Systems and/or Super Specialty Hospitals as and when required by the Corporation which may fall outside the Scope of Work and for which additional payments shall be made to the Service Provider, as approved by the Authority.
8. Any breakdown or defect caused to the Systems due any Force Majeure event shall be forthwith repaired or replaced by the Selected Bidder for which additional payments shall be made to such Service Provider, as approved by the Authority.

## **ARTICLE X – INDEMNITY**

### **1. Liability of Service Provider**

- 1.1. Notwithstanding anything to the contrary contained in the Contract and in addition to the liabilities of the Service Provider and obligations and remedies available to the Authority otherwise in respect thereto:
- (a) The Service Provider shall be solely responsible for any and all loss of or damage to the Work Site, Systems, environment; death or injury to person; and any other liabilities, damages, losses and reasonable cost and expenses (including legal costs and expenses) suffered by Authority during the Term of Agreement:
    - (i) resulting from any act, omission or negligence of the Service Provider or any other person claiming through or under it, including sub-contractors or agents appointed by it, and their respective employees, agents, and representatives, etc.; and
    - (ii) in connection with, arising out of, or resulting from any breach of warranty or misrepresentation by the Service Provider or any other person claiming through or under it, or non-performance of any term, condition, covenant or obligation to be performed by the Service Provider under the Contract.
  - (b) The Service Provider and/or any person claiming through or under the Service Provider shall also be liable for any loss or damage which occurs as a result of any act, omission, negligence or default (including but not limited to non-compliance with Applicable Laws and Applicable Permits).
  - (c) The Service Provider shall be fully and solely liable for all works, contracts, dealings and activities in relation to of the performance of the O&M Services, as the case may be.

## **2. Indemnification by Service Provider**

- 2.1. Notwithstanding anything contained in the Contract, the Service Provider agrees to indemnify and hold harmless the Authority and its managers, officers, directors, employees and advisors (“**Authority Indemnified Party**”) forthwith upon demand at any time and from time to time, from and against any

and all Claims to which Authority Indemnified Party may become subject, in so far as such Claims directly arise out of, in any way relate to, or result from:

- a) any mis-statement or any breach of any representation or warranty made by Service Provider; or
- b) the failure by Service Provider to fulfil any agreement, covenant or condition contained in the Contract, including without limitation the breach of any terms and conditions of the Contract by any employee or sub-contractor or agent of the Service Provider or person claiming through or under the Service Provider; or
- c) any Claims made by any third party against Authority arising out of any act, deed or omission by the Service Provider and / or persons claiming through or under the Service Provider; or
- d) performance of the O&M Services.

2.2. For the avoidance of doubt, indemnification of Claims pursuant to this Clause 2.1 of Article X shall be made in an amount(s) sufficient to restore the Authority Indemnified Party to the financial position it would have been in had the Claims not occurred.

2.3. Without limiting the generality of above Clause 2.2:

- (a) the Service Provider shall fully indemnify, save harmless and defend the Authority, Indemnified Party from and against any and all Claims arising out of or with respect to:
  - (i) failure of the Service Provider / and or the person claiming through or under the Service Provider to comply with Applicable Laws and Applicable Permits, or
  - (ii) payments of rates, levies, taxes, cesses and statutory duties, if any, etc., relating to the Service Provider including sub-contractors, agents, suppliers and representatives of the Service Provider, income or other taxes required to be paid by the Service Provider without reimbursement hereunder, or

- (iii) non-payment of amounts due as a result of materials or services supplied/furnished/provided to the Service Provider or any of its agents or sub-contractors which are payable by the Service Provider or any of its agents or sub-contractors.
- (b) the Service Provider shall fully indemnify, save harmless and defend Authority Indemnified Party from and against any and all damages which Authority Indemnified Party may hereafter suffer, or pay by reason of any Claims arising out of infringement of any domestic or foreign patent rights, copyrights, trademark, design, trade secret, software (including source and object code) or intellectual property in any form, proprietary or confidentiality rights with respect to any materials, any offer, information, process used by the Service Provider or by the Service Provider's agents or sub-contractors in performing the Service Provider's obligations or in any way incorporated in or related to the O&M Services. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Service Provider shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the O&M Services, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the Service Provider shall promptly make every reasonable effort to secure for Authority a license, at no cost to Authority, authorising continued use of the infringing work. If the Service Provider is unable to secure such license within a period of 45 (forty five) Working Day, the Service Provider shall, at its own expense and without impairing the performance standards either replace the affected work, or part, or process thereof with non-infringing work or parts or process, or modify the same so that it becomes non-infringing.
- (c) The Service Provider shall further indemnify, defend and hold harmless Authority Indemnified Party from any and all third party Claims for loss of or physical damage to property or for death or injury and against all losses for personal injury and for damage to or loss of any property arising out of or in any way connected with the Service Provider's performance of the O&M Services or arising out of any act or

omission of the Service Provider, and in turn of the persons claiming through or under the Service Provider.

### **3. Payment pursuant to Indemnification**

Any payment made under the Service Agreement pursuant to an indemnity for breach of any provision of the Contract shall be net of applicable taxes. For removal of doubts, it is clarified that all the payments pursuant to an indemnity for breach of any provisions of the Contract shall be borne and paid by the Service Provider.

### **4. Defence of Claims**

- 4.1. In the event that Authority Indemnified Party receives a Claim from a third party in respect of which it is entitled to be indemnified under Clause 2 of this Article X, it shall notify the Service Provider within 15 (fifteen) days of receipt of the Claim and shall not settle or pay the Claim without the prior approval of the Service Provider, such approval not to be unreasonably withheld or delayed. In the event that the Service Provider wishes to contest or dispute the Claim it may conduct the proceedings in the name of the Authority Indemnified Party subject to the Authority Indemnified Party being secured against any costs involved, to its reasonable satisfaction.
- 4.2. If the Service Provider has exercised its rights under Clause 4.1 above, then subject to the provisions of Clause 4.3 below, the Authority Indemnified Party shall not be entitled to settle or compromise any such Claim, without the prior written consent of the Service Provider (which consent shall not be unreasonably withheld or delayed).
- 4.3. If the Service Provider exercises its rights under Clause 4.1, then the Authority Indemnified Party shall nevertheless have the right to employ its own counsel/law firm and such counsel/law firm may



participate in such action, but the fees and expenses of such counsel shall be at the expense of such Authority Indemnified Party, when and as incurred, unless:

- (a) the employment of counsel/law firm by such party has been authorised in writing by the Service Provider; or
- (b) the Authority Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Service Provider and the Authority Indemnified Party in the conduct of the defense of such Claim; or
- (c) the Service Provider shall not in fact have employed independent counsel/law firm reasonably satisfactory to the Authority Indemnified Party to assume the defense of such Claim and shall have been so notified by the Authority Indemnified Party; or
- (d) the Authority Indemnified Party shall have reasonably concluded and specifically notified the Service Provider either:
  - i. that there may be specific defenses available to it which are different from or additional to those available to the Service Provider; or
  - ii. that such Claim involves or could have a material adverse effect upon it beyond the scope of the Contract;

provided that if Clauses 4.3(a), (b), (c) and (d) shall be applicable, counsel/law firm for the Authority Indemnified Party shall have the right to direct the defense of such claim, action, suit or proceeding on behalf of the Authority Indemnified Party and the reasonable fees and disbursements of such counsel/law firm shall constitute legal or other expenses hereunder and the same shall be payable by the Service Provider.

## **5. Survival**

The provisions of this Article X shall survive the expiry or prior termination of the Service Agreement.

**ARTICLE XI - FORCE MAJEURE****1. Force Majeure Event**

For the purposes of the Contract, a force majeure event (“**Force Majeure**”/ “**Force Majeure Event**”) shall mean any event or circumstance or a combination of events and circumstances set out in Clause 2 of this Article XI or the consequence(s) thereof which prevent a Party from performing its obligations under the Contract, in whole or in part, and:

- 1.1. is beyond the reasonable control,
  - 1.2. is not arising out of any act or omission or default of such Party, and
  - 1.3. such Party has been unable to overcome such event or circumstances or a combination of events and circumstances by exercise of due diligence and reasonable efforts, skill and care, including by expenditure of reasonable sums of money.
2. Force Majeure Event includes the following:
- 2.1. An act of God or natural disasters including but not limited to, landslide, drought, hurricane, storms, typhoon, lightning, earthquake, cyclone, flood, volcanic eruption, fire or exceptionally adverse weather conditions affecting the Work Site and/or the Systems;
  - 2.2. radioactive contamination or ionizing radiation;
  - 2.3. strikes (other than those involving the Service Provider or, any sub-contractors or agents appointed by the Service Provider or their respective employees/representatives or attributable to any of their act or omission), an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, riot, insurrection, terrorist or military action, civil commotion interrupting O&M Services at the Work Site for a period exceeding 7 (seven) consecutive days at any time during the Term of Agreement;

- 2.4. Any judgment or order of any court of competent jurisdiction or statutory authority in India made against either of the Party in any proceedings for reasons other than failure of such Party to comply with any Applicable Law or Applicable Permits or on account of breach thereof, or of any contract, or enforcement of the Service Agreement or exercise of any of its rights under the Contract by such Party;  
or
- 2.5. expropriation or compulsory acquisition of the Work Site or any part thereof or rights of the Service Provider relating thereto by any Competent Authority provided that such expropriation or compulsory acquisition is not attributable to an act or omission or default of the Service Provider or any person claiming through or under it.

### 3. **Notification**

- 3.1. The Party which is unable to perform its obligations under the Contract due to a Force Majeure Event shall within 5 (five) days of the non-performance of its obligations under the Contract send to the other Party a written notice containing full particulars of the Force Majeure Event, including:
- (a) the nature of the Force Majeure Event;
  - (b) the date of the first occurrence of the Force Majeure Event;
  - (c) the effect of the Force Majeure Event on that party's ability to perform their obligations under the Contract; and
  - (d) the expected duration of the Force Majeure Event.

### 4. **Implications of Force Majeure Event**

- 4.1. If a Party is unable to perform its obligations under the Contract in whole or part either in respect of all Super Speciality Hospitals comprised in the Package or in respect of a specific Work Site(s), due to a Force Majeure Event then the performance of those obligations shall be suspended to the extent that is

prevented by such Force Majeure Event and shall not be deemed to be an Event of Default under Article XIII.

- 4.2. Within 5 (five) days of receipt of the notice under Clause 3.1 of this Article, the Authority and the Service Provider shall meet to discuss the steps that the Parties shall take to minimise the effects of the Force Majeure Event.
- 4.3. On and from the date a Party is aware of a Force Majeure Event, that Party shall take all reasonable steps to mitigate and minimise the effect of the Force Majeure Event.
- 4.4. The Service Provider shall not be entitled to any payments in respect of those obligations that are suspended due to the Force Majeure Event under this Article.
- 4.5. If a Force Majeure Event subsists for a continuous period of 180 (one hundred eighty) days or more, either Party may in its sole discretion terminate (i) the Service Agreements for all the Work Sites comprised in the Package if the Force Majeure Event affects all Super Speciality Hospitals comprised in such Package or (ii) the Service Agreement(s) for the specific Work Site(s) which are affected by such Force majeure Event, by giving 30 (thirty) days' notice in writing to the other Party without being liable in any manner whatsoever under the Contract, save and except as provided in this Article.

#### **ARTICLE XII - LIQUIDATED DAMAGES**

1. In case the Service Provider is in breach or default as specified in the table below and fails to cure such breach or default within the timelines specified in the table below, the Authority shall be entitled to deduct such sums as specified in the table below from the Contract Fee due to the Service Provider or from the Performance Guarantee as liquidated damages. Determination of such breach or default on the part of the Service Provider shall be ascertained by the Authority only and the Service Provider shall accept such determination of the Authority without any demur or protest:

Sl. No.	Nature of Breach or Default	Cure Period	Liquidated Damages (in Rs.)
1	Absence of properly qualified operational personnel as specified in the Bidding Documents for operation of any particular O&M Services as mentioned in this GCC and/or the Schedule of Requirements.	2 hours from the time of such absence or 1 hour from lodging of the complaint by the Authority's Representative with the Service Provider, whichever is earlier.	Rs. 10,000/- per hour if not cured within the Cure Period.
2	Absence of properly qualified supervisory personnel as specified in the Bidding Documents for supervision of any particular O&M Services.	2 hours from the time of such absence or 1 hour from lodging of the complaint by the Authority's Representative with the Service Provider, whichever is earlier.	Rs. 10,000/- per hour if not cured within the Cure Period.
3	Failure to/delay in forwarding request to the Defect Liability Contractor/Comprehensive Maintenance Contractor for	1 hour from the time of breakdown of any such System or any components thereof/24	Rs. 5,000/- per hour if such failure or delay continues after the respective Cure Periods.

	replacement/repair/carrying out maintenance of any of the Systems mentioned in the Schedule of Requirements.	hours from the day on which the maintenance services of any such System becoming due.	
4	Non-availability of (i) any tools, tackles (other than any tools, tackles specified in Part B of Annexure A to the Schedule of Requirements), (ii) consumables specified in Part A of Annexure A to the Schedule of Requirements and (iii) required spare parts at the Work Site, required for carrying out of the O&M Services in the manner specified in this GCC.	6 hours from the time of such non-availability or 4 hours from lodging of the complaint by the Authority's Representative with the Service Provider with regard to such non-availability.	Rs. 10,000/- per hour if the default or breach not cured within the Cure Period.
5	Delay in replacement/replenishment of consumables specified in Part A of Annexure A to the Schedule of Requirements, which causes any delay or disruption in performance of any O&M Services in the manner specified in this GCC and the Schedule of Requirements.	6 hours from the time of such requirement of replacement / replenishment of the consumables arising or 4 hours from lodging of the complaint by the Authority's Representative with the	Rs. 10,000/- per hour if the default or breach not cured within the Cure Period.

		Service Provider with regard to such non-availability.	
6	Failure on the part of employees or personnel of the Service Provider to wear proper uniform as specified in the Schedule of Requirements while performing their respective services whether during their work hours or otherwise .	No cure period	Rs. 100/- per day per employee or personnel.
7.	Stoppage of O&M Services or any part thereof or any cease work by the Service Provider or its employees or personnel without providing to the Authority an advance notice of at least 60 days.	No cure period	Rs. 50,000/- per hour till the time the default or breach not cured.
8.	Abandonment of the O&M Services by the Service Provider or its employee or personnel.	No cure period	Rs. 50,000/- per hour till the time default or breach not cured.
9.	Failure to commence O&M Services at the Work Site within 15 days of the Effective Day	No cure period	Rs. 50,000/- per day till the date on which Service Provider commence O&M Services at the Work Site.

10.	Failure to take or implement necessary safety measures as per the Applicable Law or the standard operating procedure or the guidelines issued by the Corporation and/or State Government in this regard.	No cure period	Rs. 50,000/- per day till such time the Service Provider rectifies or cures such failure or breach.
11	Failure/delay on the part of Service Provider to carry out any of its obligations as specified in Clause 2 of Article IX of this GCC.	3 hours from the time of the requirement of repair/replacement / replenishment of the consumables or any spare part or component thereof arising, if the Authority is providing such consumables or any spare part or component thereof	Rs. 10,000/- per hour if the default or breach not cured within the Cure Period.
12	Failure on the part of Service Provider to duly comply with any Applicable Law(s) or Applicable Permit(s) or terms thereof in connection with and for the purpose of carrying out its obligations under this Agreement as provided in	No Cure Period	Rs. 10,000/- per day till such time the Service Provider rectifies or cures such failure or breach or the termination of this Agreement whichever is earlier.



Clause 1.2 (c) of Article VI of the GCC.		
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The above mentioned liquidated damages shall be subject to a maximum limit of 30% (thirty percent) of the Total Contract Fee payable to the Service Provider during the entire term of the Service Agreement.

2. Upon (i) failure of the Service Provider to carry out the O&M Services as per the provisions of this GCC and the Schedule of Requirements, and/or (ii) non-availability of any tools, tackles (other than those specified in Part B of Annexure A), consumables specified in Part A of Annexure A to the Schedule of Requirements and spare parts at the Work Site required for carrying out of the O&M Services in the manner specified in this GCC and the Schedule of Requirements and/or (iii) failure to replace/replenish any consumable items specified in Part A of Annexure A to the Schedule of Requirements required for such performance of the O&M Services, within the cure periods specified in the table provided in Clause 1 of this Article XII above, and if in the opinion of the Authority such failure on the part of the Service Provider would adversely affect the normal healthcare activities at the Work Site, then the Authority shall, without prejudice to its other rights under the Contract, including termination of the Service Agreement, shall be entitled to employ a third Party to cure the failure or breach committed by the Service Provider at the risk, cost and expense of the Service Provider and to recover the same from the Contract Fee payable to the Service Provider and/or the Performance Guarantee furnished by the Service Provider.
  
3. Service Provider shall be responsible for any damage caused to any of the Systems including the machinery, plant, spares or equipment installed or kept at the Work Site, due to the negligence or carelessness on the part of the Service Provider or any of its employees, personnel, agents and the Authority shall recover the cost and expenses for repair, maintenance or replacement of such

machinery, plant, spares or equipment from the Contract Fee payable to the Service Provider and/or the Performance Guarantee furnished by the Service Provider.

4. The Service Provider shall not shut down or close any Systems or any part of it for undertaking maintenance or repair works except with the prior written approval of the Authority. Such approval shall be sought by the Service Provider through a written request to be made at least 7 (seven) days before the proposed closure and shall be accompanied by particulars indicating the nature and extent of repair or maintenance works and the period of closure. The Service Provider shall also furnish particulars indicating the minimum time required for completing such repair or maintenance works. Upon receiving such request, Authority shall grant permission with such modifications and on such terms as it may deem necessary. Upon receiving such permission, the Service Provider shall be entitled to close the relevant component/part of the Systems in accordance with such permission and re-open it within the period stipulated in such permission. For any delay in re-opening such component/part during the Authorisation Period, the Service Provider shall pay liquidated damages to the Authority, calculated at the rate of Rs. 25,000 /- (Rupees twenty five thousands only), per hour or part thereof. Provided, however, that these provisions shall not apply to an emergency situation or on occurrence of a Force Majeure event.
5. If during the Term of Agreement, due to negligence, carelessness or misconduct on the part of the Service Provider or any of its employees, personnel, agents or due to abandonment of the O&M Services by the Service Provider, death of or injury to any person is caused, then the Service Provider shall indemnify the Authority for all Claims in respect thereof and shall also be liable to be prosecuted under the Applicable Laws including the provisions of applicable penal legislations.

6. For the purpose of monitoring the O&M Services provided by the Service Provider and also to notify the said Service Provider of any defect or default on its part, the Authority shall maintain log books (manual /electronic) at the Work Site or in the alternative through a centralised application based software developed by the Authority.
  
7. The Service Provider acknowledges and accepts that the liquidated damages amount agreed upon in this Article is fair and reasonable and quantum of liquidated damages assessed and levied by the Authority in terms of the provisions of the Contract shall be final and binding on the Service Provider and the Service Provider shall not dispute or challenge the same on the ground that the said quantum of liquidated damages imposed on it is unreasonable and penal in nature.

#### **ARTICLE XIII - EVENTS OF DEFAULT**

1. Following shall constitute events of default ("**Events of Default**") under the Contract:
  - 1.1. abandonment of the Work Site and/or the O&M Services by the Service Provider without obtaining prior written approval of the Authority;
  - 1.2. Service Provider at the Work Site or any of its employee, personnel, agents, sub-contractors deployed or engaged in the performance of the O&M Services at the Work Site are found to be guilty of fraud or cheating or misappropriation of funds or property or any other offence involving moral turpitude or of any activity prohibited by Applicable Laws or which constitutes a breach of or an offence under any laws of India during the Term of Agreement;
  - 1.3. Service Provider had engaged in corrupt and fraudulent practices during the Bidding Process or during performance of the O&M Services under the Contract;

- 1.4. Authority suffering any losses or is required to pay any damages and/or compensation and/or any payment to any person including any patient or visitor at the Work Site on account of any negligence or misconduct or any dereliction on part of the Service Provider and/or Service Provider's Representative, employees, personnel, agents, sub-contractors;
- 1.5. Service Provider or any of its employees, personnel, agents, sub-contractors are found to be negligent, or guilty of any misconduct or of any dereliction of their duties and obligations, by the Authority;
- 1.6. Repudiation by the Service Provider or failure on the part of the Service Provider to execute the O&M Services in terms of the provisions contained in this GCC and/or the Schedule of Requirements to the satisfaction of the Authority;
- 1.7. Service Provider committing breach of any of the provisions of this GCC and/or the Schedule of Requirements;
- 1.8. Any act or omission on part of the Service Provider, which jeopardize the safety, quality or upkeep of the Work Site, performance of the O&M Services, or jeopardizes the authority and efficiency of the Authority in discharging its duties;
- 1.9. Creation of any encumbrance, charges or lien in favour of any person in respect of the Work Site and/or Systems there at;
- 1.10. Any petition or application is presented or proceeding is initiated in any court of law or tribunal against the Service Provider under Insolvency and Bankruptcy Code, 2016 or any other similar law seeking relief such as declaration of the Service Provider as insolvent or bankrupt or for winding up or liquidation of the Service Provider or such petition or application or proceeding results in adjudication of the Service Provider as insolvent or bankrupt or for winding up or liquidation of the Service Provider (if applicable) or dissolution of Service Provider under Applicable Law;

- 1.11. Levy of an execution or restraint on the Service Provider's assets remaining in force for a period exceeding 60 (sixty) days which has or is likely to have adverse effect on its ability to perform as per the provisions of this GCC and/or the Schedule of Requirements;
  - 1.12. Transfer of shareholding/equity in the Service Provider and/or direct or indirect change in the management control of the Service Provider, including by way of a restructuring or amalgamation, in breach of the provisions contained in Article VIII of this GCC;
  - 1.13. Total quantum of liquidated damages due and payable to the Authority from the Service Provider in terms of Article XII of this GCC has exceeded 30% (thirty percent) of the Total Contract Fee payable to the Service Provider under the Service Agreement;
  - 1.14. Failure on the part of Service Provider to duly comply with any Applicable Law(s) or Applicable Permit(s) or terms thereof in connection with and for the purpose of carrying out its obligations under this Agreement as provided in Clause 1.2 (c) of Article VI of the GCC for a continuous period of 60 (sixty) days.
2. Upon occurrence of the events specified in Clause 1.1 to 1.9 of Article XIII, the Authority may issue to the Service Provider a notice in writing specifying in reasonable detail the underlying Event(s) of Default and providing a cure period of 7 (seven) days to cure the underlying Event(s) of Default to the satisfaction of the Authority. If on the expiry of the said cure period, the underlying Event(s) of Default is neither cured to the satisfaction of the Authority nor waived, the Authority shall, without prejudice to any other rights and remedies available to it under this GCC or otherwise, be entitled to terminate the Service Agreement after issuing a termination notice specified in Clause 2 of Article XIV of this GCC, and forfeit the entire Performance Guarantee amount. In such case, the provisions of Article XIV shall, to the extent expressly made applicable, apply.

3. Upon occurrence of the events specified in Clause 1.10 to 1.14 of Article XIII, the Authority may issue to the Service Provider a notice in writing specifying in reasonable detail the underlying Event(s) of Default and providing a cure period of 30 (thirty) days to cure the underlying Event(s) of Default to the satisfaction of the authority. If on the expiry of the said cure period, the underlying Event(s) of Default is neither cured to the satisfaction of the Authority nor waived, the Authority shall, without prejudice to any other rights and remedies available to it under this GCC, be entitled to terminate the Service Agreement after issuing a termination notice as specified in Clause 2 of Article XIV of this GCC, and forfeit 50% (fifty percent) of the Performance Guarantee amount. In such case, the provisions of Article XIV of this GCC shall, to the extent expressly made applicable, apply.
  
4. The Parties further agree, acknowledge and confirm that without prejudice to the provisions contained in Clause 2 and 3 above of this Article XIII, if the Event(s) of Default specified in Clauses 1.3, 1.10, 1.11 and 1.12 of this Article XIII occurs, and if on the expiry of the respective cure periods specified in Clause 2 and 3 above of this Article XIII, the said underlying Event(s) of Default is neither cured to the satisfaction of the Authority nor waived by the Authority, then the Authority shall, without prejudice to any other rights and remedies available to it under this GCC, be entitled to terminate the Service Agreements for all the Work Sites/Super Speciality Hospitals comprised in the Package for which the Notification of Award was issued in favour of the Service Provider after issuing a termination notice as specified in Clause 2 of Article XIV of this GCC.

#### **ARTICLE XIV - TERMINATION AND CONSEQUENCE OF TERMINATION**

1. **Termination for Authority's Convenience**

The Authority may at any time terminate the Service Agreement without any reason whatsoever, by giving 90 (ninety) days' prior notice in writing to the Service Provider. Upon termination of the Service Agreement pursuant to this Clause 1 of Article XIV, the Authority shall make payment of only such proportional portion of the Contract Fee which is payable to the Service Provider for the O&M Services satisfactorily performed prior to the date of termination after deducting any sums due to the Authority from the Service Provider.

**2. Termination for Event of Default**

- (a) Save and except as otherwise provided hereinafter, and without prejudice to any other right or remedy which the Authority may have in respect thereof under the Contract, upon expiry of the relevant cure period after the occurrence of any Event of Default specified in Article XIII and failure of the Service Provider to cure such default within the said cure period, Authority shall be entitled to terminate the Service Agreement forthwith by issuing a termination notice to the Service Provider.
- (b) The following shall apply in respect of cure of any of the Events of Default under the Contract:
  - (i) The said cure period shall commence from the date on which the notice as specified in Clause 2 and 3 of Article XIII is sent by the Authority to the Service Provider asking the Service Provider to cure the default specified in the said notice.
  - (ii) The aforesaid notice or subsequent cure period provided in this GCC shall not relieve or waive or shall be deemed to relieve or waive the Service Provider from any liability for damages caused by its default.
- (c) Upon termination of the Service Agreement due to occurrence of any Event of Default in the manner specified above, the Authority shall make payment of such portion of the Contract Fee payable to the Service Provider for O&M Services satisfactorily performed by it prior to the date of termination, after deducting any sums due to the Authority from the Service Provider.

- (d) The Service Provider hereby acknowledges, agrees and confirms that the Authority shall be entitled (but not obliged) to operate and maintain the Systems at the Work Site at the risk and cost of the Service Provider upon the issuance of the termination notice as specified in Clause 2 of this Article XIV above, pursuant to occurrence of an Event of Default as specified in Article XIII of this GCC.

### 3. **Requisition**

- 3.1. In the event the Authority issues a notice for termination to the Service Provider under any applicable provision of this GCC, the Authority shall call upon the Service Provider to furnish the following information, as specified by the Authority and/or as considered relevant by the Service Provider, to enable the Authority to estimate and finalise the assets to be handed over to/taken over by the Authority ("**Requisition**"):

- (a) data or records regarding performance of the O&M Services;
- (b) any other information or records regarding the Service Provider and the persons claiming through or under the Service Provider, its/their business, assets and liabilities;
- (c) the particulars of agreements with Service Provider's sub-contractors and/or agents (if any) and the details of functioning of the sub-contractors and/or agents (if any) appointed by the Service Provider for performance of the O&M Services.

- 3.2. The Service Provider shall within a period of 30 (thirty) days of receipt of such notice for termination furnish the particulars for requisition to the Authority.

### 4. **Condition Survey**

- 4.1. The Service Provider agrees that upon service of a notice for termination mentioned hereinabove, it shall conduct or cause to be conducted under Authority's supervision, a survey of the Work Site and the Systems to ascertain the condition thereof, verify the compliance with the terms of the Contract by the



Service Provider and to prepare a list of Systems or assets or parts forming part of such Systems at the Work Site ("**Condition Survey**").

- 4.2. If, from the condition of the Systems or assets or parts forming part of such Systems except normal wear and tear, the Authority observes that the Service Provider has not performed the O&M Services as per the terms and conditions specified in the Contract, the Service Provider shall without any additional costs take all necessary steps to put the same in good working condition before the expiry of the Term of Agreement.
- 4.3. In the event the Service Provider fails to comply with the provisions contained in Clause 4.1 of Article XIV, Authority may itself conduct or cause to be conducted the Condition Survey. In such event, the Authority shall be compensated by the Service Provider for any costs reasonably incurred by the Authority in conducting Condition Survey.

## 5. **Consequences of Termination**

- 5.1. Upon termination of the Service Agreement for any reason whatsoever including due to the reason specified in Clause 4.5 of Article XI of this GCC:
  - (a) The Service Provider shall not be entitled to and/or make a claim for lost or foregone profits, revenues, consequential damages or any other costs, damages, expenses or losses of any kind as a result of or in connection with the termination of the Service Agreement.
  - (b) The Service Provider shall remove all its employees and personnel from the Work Site and hand over physical possession and control of the Systems including the assets comprising thereof forthwith to the Authority.
  - (c) The Service Provider shall hand over to the Authority all documents including documents, manuals and records relating to the O&M Services performed by it under the Contract and also the Systems installed or located at the Work Site (to the extent applicable).

- (d) The Service Provider shall provide to the Authority up-to-date know-how relating to the O&M Services and the Systems installed or located at the Work Site.
  - (e) The Service Provider shall transfer or cause to be transferred to the Authority any agreements or contracts which the Service Provider might have entered into with third parties relating to performance of the O&M Services or for meeting any of its other obligations under the Contract, which are:
    - (i) valid and subsisting;
    - (ii) capable of being transferred to the Authority; and
    - (iii) to be taken over by Authority as per the choice of the Authority and terminate or cause to be terminated such agreements or contracts which are not transferred to the Authority.
  - (f) The Service Provider shall without any additional payments remove from the Work Site all such moveable assets belonging to it which are not be taken over by or transferred to the Authority.
  - (g) The Service Provider prior to date of expiry of the Term of Agreement shall ensure that all Systems shall have been repaired and cured of all defects and deficiencies as necessary.
  - (h) The Authority shall be entitled to restrain the Service Provider and any person claiming through or under the Service Provider from entering the Work Site or any part thereof.
  - (i) The Authority shall be entitled to appoint any other person to replace the Service Provider, as specified in the e-NIT and the ITB, and such new entity to be appointed by the Authority shall be paid the same amount of Contract Fee as the Service Provider whose Service Agreement is being terminated.
- 5.2. All the cost, expense and other amount due to the Service Provider's employees or any other personnel engaged by the Service Provider in connection with or in relation to performance of the O&M Services shall be the sole responsibility of the Service Provider even after the expiry of the Service Agreement.
- 5.3. The Systems installed or located at the Work Site and the assets comprising thereof shall remain at the sole risk of the Service Provider till the hand over process of the same gets completed in terms of this Article XIV.

- 5.4. The Service Provider hereby accepts and confirms that upon termination or expiry of the Service Agreement, the Authority or the new service provider appointed by the Authority in place of the Service Provider may employ personnel employed or engaged by the Service Provider for performance of the O&M Services and the Service Provider shall not be entitled to any compensation or damages on account of such employment or engagement of its personnel.
- 5.5. Upon termination of the Service Agreement for any reason other than any Event of Default specified in Article XIII of this GCC or in the event of expiry of the Term of Agreement, the Authority shall return the Performance Guarantee to the Service Provider after deducting any outstanding amount due to it from the Service Provider. However, in the event of termination of the Service Agreement due to an Event of Default specified in Article XIII of this GCC, the Authority shall, in terms of the provisions of Article XIII above, be entitled to forfeit either the entire Performance Guarantee or forfeit 50% of the Performance Guarantee amount, as the case may be, and shall refund the balance amount to the Service Provider after deducting any other outstanding amount due to it from the Service Provider.

## **ARTICLE XV - DISPUTE RESOLUTION**

### **1. Amicable Settlement**

- 1.1. Any or all disputes, differences or Claims arising out of the performance of the O&M Services in terms of the Contract or construction, interpretation or application of any terms and conditions or any matter or thing in any way connected with or in connection with or arising out of the Contract, or the rights, duties or liabilities of any Party under the Contract, at any time, whether relating to law or fact or both, shall at first be attempted to be resolved between the Authority and the Service Provider amicably through mutual discussion and negotiation.

- 1.2. Within 10 (ten) days of such dispute, differences or Claims arising between the Parties, either of the Parties shall be entitled to give notice of such dispute to the other Party requesting for bi-partite discussion between them. Upon receiving such notice, the other Party shall forthwith enter into discussions with the Party issuing the said notice in an attempt to resolve such dispute, within a period of 30 (thirty) days from the date of issuance of such notice.

2. **Litigation**

In the event any dispute between the Parties cannot be amicably settled within the timelines specified in Clause 1 of this Article XV, then either of the Parties shall be entitled to approach relevant court(s) in Kolkata, West Bengal, which shall have the exclusive jurisdiction over all matters relating to or arising out of the Service Agreement.

## **ARTICLE XVI – MISCELLANEOUS**

1. **Relationship**

The relationship of the Services Provider with the Authority shall be that of an Independent Contractor and that neither the Service Agreement, nor the relationship created by it, is intended to create, and will not be construed as creating, any partnership, joint venture or fiduciary obligation with regard to, or as between, the Parties.

2. **Assignment**

The Service Provider shall not assign or transfer its interest in the Service Agreement without the written consent of the Authority. Notwithstanding any such assignment, the Service Provider shall remain fully liable to the Authority, jointly and severally, with any such assignee or transferee.

3. **Severability**

If for any reason whatsoever any clause(s) or any part(s) of the Contract is declared void or illegal or invalid under Applicable Laws, by any judicial authority, and if such provision(s) or part(s) shall be fully separable then the Contract shall be constructed as if such provision(s) or part(s) never comprised part of the Contract and the remaining provision(s) or part(s) of the Contract shall remain in full force and effect and shall not be affected by such void or illegal or invalid provision(s) or part(s) or by its severance from the Contract.

4. **Governing Law**

The Service Agreement shall be governed by and construed in accordance with the laws of India and subject to Clause 1 of Article XV of this GCC, courts at Kolkata, West Bengal shall have sole jurisdiction over all matters relating to or arising out of the Service Agreement.

5. **Continuance of Performance**

At all times including during any pending dispute between the Parties, the Service Provider shall continue to perform its obligations under the Contract and as directed by the Authority and shall be governed by the Contract.

6. **Survival of Obligations**

Any cause of action which may have occurred in favour of either Party or any right which may have vested in either Party during the Term of Agreement as a result of any act, omission, deed or matter done or omitted to be done by either Party before the expiry of the Term of Agreement in accordance with the Contract shall survive beyond the expiry of Term of Agreement.

7. **JointResponsibility**

In the event, any damage is caused partly due to the negligence or default or omission on the part of the Authority and partly due to the negligence or default or omission on the part of the Service Provider, each Party shall be liable only in the proportion to its respective degree of negligence or default or omission, as the case may be.

8. **Waiver**

No waiver of any term or condition or breach thereof by any Party shall be valid unless expressed in writing and signed by such Party and communicated by such Party to the other Party. A waiver by any Party of any term or condition or breach thereof in a given case shall not be deemed or construed as a general waiver of such term or condition or breach thereof in the future or waiver of any other term(s) or condition(s) or breach thereof.

9. **Amendments, Modifications or Alterations**

No amendments, modifications or alterations of or any additions to the terms and conditions of the Contract including this GCC and the Schedule of Requirements shall be valid unless the same is in writing and agreed to by both the Parties.



**FORM OF SERVICE AGREEMENT**

**THIS SERVICE AGREEMENT** (“**Service Agreement**”) is entered into on this the [•] day of [•], 2019

**BETWEEN**

**WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED**, wholly owned by the Government of West Bengal, having its principal office at SwasthyaSathi, GN-29, Bidhannagar, Sector-V, Kolkata - 700091 (hereinafter



referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns and substitutes) shall be the First Part.

**AND**

***[If the Service Provider is a Company]***

[•], a company incorporated under the provisions of the Companies Act, 1956/2013, having PAN [•]/CIN [•], having its registered office at [•], represented by its director/ authorized signatory [•], (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) shall be the Second Part.

***[OR]***

***[If the Service Provider is a Partnership/Limited Liability Partnership/Proprietorship Firm]***

[•], a partnership firm/limited liability partnership registered under the Indian Partnership Act, 1932/ Limited Liability Partnership Act, 2008 OR a proprietorship firm validly existing under the laws of India, having PAN [•]/LLPIN [•]/Partnership Registration No. , having its principal place of business at [•], represented by its authorized partner [•], (hereinafter referred to as the “**Service provider**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assigns, including those of the respective partners or the sole proprietors) shall be the Second Part.

The Authority and the Service Provider shall be individually referred to as a Party and collectively referred to as Parties.

**WHEREAS:**

- A. The Health and Family Welfare Department, Government of West Bengal (“**H&FWD**”) is setting up 7(seven) Multi / Super Specialty Government Hospitals (“**Super Speciality Hospitals**”) across the State of West Bengal, and has entrusted the Authority with the O&M Services installed in these Super Speciality Hospitals.
- B. The Authority has decided to outsource the entire job of O&M Services to reputed and competent agency(ies) to be selected through a transparent and competitive bidding process.
- C. At the instance of the H&FWD, the Authority had prescribed certain financial and technical criteria and invited bids by its e-NIT dated [•] for selection of a service provider for performing the O&M Services.
- D. After evaluation of the technical and financial bids received, the Authority had accepted the bid of the Service Provider (being the Selected Bidder) for the Package and issued Notification of Award No. [•] dated [•] (“**Notification of Award**”) to the Service Provider which has been accepted by the Service Provider.
- E. The Service Provider has submitted the Performance Guarantee in accordance with the provisions contained in Clause 36.1 of the ITB.
- F. The Parties have decided to execute and enter into separate and independent agreements for each of the Super Speciality Hospital comprised in the Package to record the terms and conditions under which the Service Provider shall perform the O&M Services in relation to such Super Speciality Hospital and mutual rights and obligations of the Parties in relation thereto.

- G. Accordingly, the Authority and the Service Provider(s) have mutually agreed to enter into and be legally bound by the terms and conditions recorded in this Service Agreement in relation to the Facility Services to be provided by the Service Provider in the Super Speciality Hospital located at [•] (“**Work Site**”) and record their respective rights, powers, duties and obligations in connection therewith.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** as follows:

- 1 Any word or expression or any capitalised terms used in this Service Agreement shall, unless otherwise specifically defined in this Service Agreement, have the same meanings as are respectively assigned to them in the Instructions to Bidders or General Conditions of Contract.
- 2 The following documents shall be deemed to form and be read and construed as part of this Service Agreement, *viz.*:
  - (i) Notice Inviting e-Tender dated [•] (“**e-NIT**”) being Section I of the Bidding Documents.
  - (ii) Instructions to Bidders (“**ITB**”) being Section II of the Bidding Documents.
  - (iii) Schedule of Requirements (“**SoR**”) being Section III of the Bidding Documents.
  - (iv) Bidding Forms (“**BDF**”) being Section IV of the Bidding Documents.
  - (v) General Conditions of Contract (“**GCC**”) being Section V of the Bidding Documents.
  - (vi) Bid submitted by the Service Provider comprising the Technical Bid and the Financial Bid
  - (vii) Clarifications to the queries raised by the bidders at the pre-bid meeting held on [•]<sup>1</sup>.
  - (viii) Addendum/Corrigendum dated [•] issued by the Authority<sup>2</sup>.
  - (ix) Notification of Award dated [•] bearing Ref. No. [•] issued by the Authority to the Service Provider.
  - (x) Letter dated [•] issued by the Authority pursuant to the issuance of Notification of Award<sup>3</sup>.

<sup>1</sup>Note: To be deleted if no clarification is issued by the Authority after the pre-bid meeting.

<sup>2</sup>Note: To be deleted if no addendum/corrigendum is issued by the Authority.

- 3 In consideration of the payments to be made by the Authority to the Service Provider for the O&M Services to be performed by it at the Work Site, the Service Provider hereby covenants to carry out the O&M Services in conformity in all respects with the provisions of the Contract and and this Service Agreement.
- 4 The Authority hereby covenants to pay the Service Provider in consideration of the provision of the O&M Services by the Service Provider in conformity in all respects with the provisions of the Contract and this Service Agreement, the Contract Fee at the times and in the manner prescribed by the Contract.
- 5 Unless otherwise agreed between the Parties, all notices required to be given under this Service Agreement shall be in writing and must be delivered by hand or sent by pre-paid post or sent by fax or other than Termination Notice may be sent by mail to the other Party at the address, fax number or email address for that Party as:

**AUTHORITY:** West Bengal Medical Services Corporation Limited, SwasthyaSathi, GN-29, Sector-V, Salt Lake, Kolkata-700 091, Fax: 033-4034 0400 , Email ID – [info@wbmsc.gov.in](mailto:info@wbmsc.gov.in)

**SERVICE PROVIDER:[•]**

**IN WITNESS WHEREOF** the Parties have executed and delivered this Service Agreement by their duly authorised representatives on the date first above written:

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<sup>3</sup>**Note: To be deleted if no such letter is issued by the Authority between issuance of the Notification of Award and execution of the Service Agreement.**

<p>Signed, Sealed and Delivered</p> <p>on behalf of the Authority by the hand of its Managing Director:</p> <p>[•] (Signature)</p> <p>[•] (Name)</p> <p>[•] (Designation)</p> <p>In the presence of</p> <p><b>Witnesses:</b></p> <p>[•] (Signature)</p> <p>[•] (Name)</p> <p>[•] (Designation)</p>	<p>Signed, Sealed and Delivered</p> <p>on behalf of the Service Provider by the hand of its Director/Partner/Designated Partner/Sole Proprietor pursuant to resolution dated [•] of its Board of Directors or or pursuant to power of attorney dated [•]:</p> <p>[•] (Signature)</p> <p>[•] (Name)</p> <p>[•] (Designation)</p> <p>In the presence of</p> <p><b>Witnesses:</b></p> <p>[•] (Signature)</p> <p>[•] (Name)</p> <p>[•] (Designation)</p>
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