

Request for Proposal for Selection of Private Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP Mode

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**GOVERNMENT OF WEST BENGAL**  
***Department of Health & Family Welfare***

**Request for Proposal for Selection of Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities at nine different Government Hospitals in West Bengal on Public Private Partnerships (PPP) mode**

RFP No: PPP/NIT/4/2019

Date: 16-09-2019

**Issued by:**

**Secretary Health & Family Welfare**

**PPP Cell, Wing –B,**

**Swasthya Bhawan, Salt Lake, Kolkata-700091**

**Department of Health & Family Welfare,**

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**Notice Inviting Tender**

HFW-14015(11)/2/2019-SPSRC SEC-Dept. of H&FW/PPP/1156

Dated: 16-09-2019

**Request for Proposal for Selection of Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities at nine different Government Hospitals in West Bengal on Public Private Partnerships (PPP) mode**

**NIT No- PPP/NIT/4/2019**

**Dated: 16/09/2019**

Centralized Mechanized Laundry units at North Bengal MCH, Malda MCH, Murshidabad MCH, Bolpur SDH Birbhum , Bankura MCH, Ashoknagar SGH N 24 Pgns, Mayo Hospital Campus, annex of Kolkata MCH, Vidyasagar SGH S 24 Pgns, Kharagpur SDH Paschim Medinipur .

The document containing the scheme and concession agreement with the eligibility criteria of the applicants may be obtained from the web site [www.wbhealth.gov.in](http://www.wbhealth.gov.in) under the option 'TENDER' & <https://wbtenders.gov.in>

Interested Organizations may attend a Pre-BID meeting to be held on Wednesday, 25th September 2019 at 02.00 p.m. at 1st Floor, AIDS Conference Room, Wing A- Swasthya Sathi Building , Sec-V, Salt Lake, Kolkata- 91.

- i. The Department of Health & Family Welfare, Government of West Bengal, invites Request for Proposal in form of e-tender for the Selection of Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP Mode.
- ii. Interested Bidders may obtain further information from the office of Secretary Health & Family Welfare , PPP Cell, Wing-B, Swasthya Bhawan, Salt Lake, Kolkata-700091, Department of Health & Family Welfare, Government of West Bengal during office hours on all working days.
- iii. The Bidders may download the Bid Documents from <https://wbtenders.gov.in> & [www.wbhealth.gov.in](http://www.wbhealth.gov.in) in the tender section.
- iv. The Bidders shall be solely responsible for checking above websites for any Corrigendum/Addendum/Amendment issued subsequent to publication of this NIT and take the same into consideration while preparing and submitting their Bids.
- v. The Bids must be submitted on or before the Bid Due Date.

The last date of receipt of EoI in the prescribed format online provided in the document for the scheme is 1st November, 2019 till 5.00 p.m.

**Sd/- Secretary**

**PPP Cell**

**Department of Health & Family Welfare**

**Government of West Bengal**

### **Disclaimer**

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to interested parties (“Bidders”), whether verbally or in documentary or in any other form by or on behalf of the Department of Health & Family Welfare (hereinafter referred to as “DoHFW”) or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP contains brief information in relation to the Selection of Private Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal under Public Private Partnerships (PPP) by the Preferred Bidder selected through transparent competitive bidding process pursuant to this RFP. The purpose of this RFP is to provide Bidders with information that may be useful to them in the formulation of their technical and financial bids (the “Bids”) pursuant to this RFP and for no other purpose.

This RFP is not an agreement and is neither an offer nor invitation by Department of Health & Family Welfare to the prospective Bidders or any other person but is merely informative in nature creating no obligation whatsoever. The terms on which the Project is to be developed and the right of the Preferred Bidder shall be as set out in separate definitive agreement (Concession Agreement) to be entered into by the concerned parties later. This RFP includes statements, which reflect various assumptions, statements and assessments arrived at by Department of Health & Family Welfare in relation to the Project. Such data, assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for Department of Health & Family Welfare, its representatives, consultants, employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Each Bidder shall carry out its own due diligence on all relevant issues including financial viability, technical parameters, site conditions etc. and Department of Health & Family Welfare or its advisors, representatives, consultants and employees do not guarantee the financial and technical viability of the Project. For the avoidance of doubt, in case a Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information furnished by Department of Health & Family Welfare and/or its advisors, representatives, consultants and employees, in this RFP or under any project report / feasibility report etc. then the same shall not in any manner bind/make liable the Department of Health & Family Welfare and/or its advisors, consultants, employees or representatives, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in

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connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.

This RFP is being made available by Department of Health & Family Welfare to the interested parties on the terms set out in this RFP. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial or tax advice.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as complete or authoritative statement of law. Department of Health & Family Welfare, its representatives, consultants, employees and advisors accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

Neither the information provided in this RFP nor any other written or oral information provided to the Bidder in relation to the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.

Department of Health & Family Welfare, its employees, representatives, consultants and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in relation to the bidding process.

Department of Health & Family Welfare, its representatives, consultants, employees and advisors accept no liability of any nature, arising from reliance of any Bidder upon the statements, information, assessment or assumptions contained in this RFP.

Department of Health & Family Welfare may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, statement, assessment or assumptions contained in this RFP.

Intimation of discrepancies in the RFP, if any, should be given to the office of the Department of Health & Family Welfare immediately by a Bidder. If no written communication is received by Department of Health & Family Welfare, it shall be deemed that the Bidders are satisfied that the RFP is complete in all respects.

The issuance of this RFP does not in any way imply that Department of Health & Family Welfare is bound to select a Bidder or to appoint the Selected Bidder or the Concessionaire, as the case may be, for the Project. Department of Health & Family Welfare reserves the right in its sole discretion, to accept or reject any or all of the Bidders or Bids at any stage of the Bidding Process without assigning any reasons whatsoever including the right to close

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the selection process or annul the Bidding Process at any time, without incurring any liability or being accountable to any person(s) in any manner whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparing, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Department of Health & Family Welfare or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Department of Health & Family Welfare. All such costs and expenses will remain with the Bidder and Department of Health & Family Welfare shall not be liable in any manner whatsoever for the same or for any other costs or expenses incurred by any Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

Nothing in this RFP shall constitute the basis of a contract which may be concluded in relation to the Project nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract, when, and if, finally executed, subject to such limitations and restrictions which may be specified in such contract.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Department Of Health & Family Welfare or to any other person in a position to influence the decision of the Department of Health & Family Welfare for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Department of Health & Family Welfare may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.

Laws of the Republic of India are applicable to this RFP.

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**Bid Data Sheet**

Sl. No.	Particulars	Descriptions
1.	Date of uploading of N.I.T. & other Documents (online)	16-09-2019 from 5 .00 P.M.
2.	Pre-Bid Meeting (1 <sup>st</sup> Floor AIDS Conference Hall, A wing Swasthya Bhawan, Sec-V, Salt Lake, Kolkata-91)	25-09-2019 at 02.00 PM
3.	Last date of Receipt of any query	30-09-2019 by 4.00PM
4.	Date of incorporation of amendments, if any	01-10-2019 by 05.00PM
5.	Bid submission start date (Online)	02-10-2019 from 10.00 A.M.
6.	Bid Due Date for uploading of documents	01-11-2019 by 05.00PM
7.	Last date of submission of hard copies of Technical Bids	04-11-2019 by 05.00PM
8.	Date of opening of Technical Bid	06-11-2019 by 05.00PM
9.	Date of opening of Financial Bid	To be intimated later
10.	Authority	Department of Health & Family Welfare, Government of West Bengal
11.	Address for Communication	PPP Cell, Wing –B, Swasthya Bhawan, Salt Lake, Kolkata-700091, Department of Health & Family Welfare,, Government of West Bengal Phone: +9133-233330609/11 e-mail: <a href="mailto:sspppcell@gmail.com">sspppcell@gmail.com</a> & <a href="mailto:spsrc.tapp@gmail.com">spsrc.tapp@gmail.com</a> Web site: <a href="http://www.wbhealth.gov.in">www.wbhealth.gov.in</a>
12.	Bid Security	Rs 2,00,000/- (Rs Two Lakh only) to be paid online
13.	Validity of Bids	180 days from Bid Due Date
14.	General guidance for E-	Instructions/Guidelines for electronic

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SI. No.	Particulars	Descriptions
	Tendering	<p>submission of the tenders have been annexed for assisting the organization/ agencies to participate in e-Tendering.</p> <p>Any organization/ agencies willing to take part in the process of e-Tendering will have to be enrolled &amp; registered with the Government e-Procurement System, through logging on to <a href="https://wb-tenders.gov.in">https://wb-tenders.gov.in</a> (the web portal of West Bengal Tenders maintained by NIC). The organization / agencies are required to click on the link for e-Tendering site as given on the web portal.</p> <p>Each organization / agency is required to obtain a Class-II /Class III company Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount.</p> <p>The organization / agencies can search &amp; download N.I.T. &amp; Tender Document(s) electronically from computer once they log on to the website. This is the only mode of collection of Tender Documents.</p>



## Definitions

The words and expressions beginning with capital letters and defined in this Document shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the schedules and used therein shall have the meaning ascribed thereto in the schedules. Any word and expression with capital letters not specifically defined herein shall have the meaning ascribed to it under the RFP.

**“Applicable Laws”** shall mean all laws, brought into force and effect by the Government of India or State Government of West Bengal including rules, regulations, circulars, guidelines, policy initiatives and notifications made there under, any guidelines and regulations of any regulatory authority/Statutory Authority and judgments, decrees, injunctions, writs and orders of any court, applicable to the scope of services and/or the exercise, performance and discharge of the rights and obligations of the respective parties hereunder; as may be in force and effect during the subsistence of the Concession Agreement;

**“Associate”** has the meaning as set forth in the Clause 2.1.7(vi) of this RFP;

**“Authority”** has the meaning as set forth in the Clause 1.1 of this RFP;

**“Bid”** shall mean the, the proposal submitted by the Bidder(s) in response to this RFP on or before the Bid Due Date of submission;

**“Bid Security”** shall mean the amount of security as mentioned in the Bid Data Sheet furnished by the Bidder in the form of an unconditional and irrevocable bank guarantee/demand draft/deposited through NEFT or RTGS issued by a Scheduled Commercial/Nationalized Bank in India, as particularly stipulated in Clause 2.13.2 of this RFP;;

**“Bid Due Date”** shall mean the final date for submission of Bid in accordance with the Clause 2.17.1 of this RFP;

**“Bidding Process”** has the meaning as set forth in the Clause 1.6.1 of this RFP;

**“Bidding Documents/Bid document”** shall mean this RFP including Instructions to Bidders, Annexures and draft Concession Agreement;

**“Bid Evaluation Committee”** shall mean the committee constituted by the Authority for evaluation of the Bids received and for selection of the Preferred Bidder for the Project;

**“Bid Validity Period”** has the meaning as set forth in the Clause 2.12.1 of this RFP;

**“Bidder (s)”** shall mean entity or a consortium who submits a Bid in response to this RFP. The term Bidder used herein shall apply to both a single entity and a Consortium;

**“BPHC”** shall mean Block Primary Health Centre;

**“CAMC” / “AMC”** shall mean Comprehensive Annual maintenance Contract/ Annual maintenance Contract;

**“CAPEX”** shall mean Capital Expenditure for the Project;

**“Consortium”** is a group of entities coming together to submit a Bid in response to this RFP;

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**“Consortium Bidding Agreement”** means the agreement entered into by all the Consortium Members as per requirement of this RFP and in the format provided in Annexure X of this RFP;

**“Concession Period”** has the meaning as set forth in the Clause 1.4.5;

**“Consortium Member”** means a member of a Consortium (including both Lead Member and Non-Lead Member(s));

**“Conflict of Interest”** has the meaning as set forth in the Clause 2.1.7 of this RFP;

**“Concession Agreement”** or **“Agreement”** shall mean the agreement to be executed between the Authority and the Preferred Bidder for the Project to provide Laundry Service;

**“Damages”** has the meaning as set forth in the Clause 2.1.7 of this RFP;

**“DoHFW”** shall mean Department of Health & Family Welfare;

**“DH”** shall mean District Hospital;

**“DBFOT”** shall mean Develop, Build, Finance, Operate and Transfer;

**“Financial Bid”** has the meaning as set forth in the Clause 2.11.1 of this RFP;

**“Financial Score”** has the meaning as set forth in the Clause 3.2.4 of this RFP;

**“First Round of Bidding”** has the meaning as set forth in the Clause 2.26.4 of this RFP;

**“Good Industry Practice”** means the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced Private Service Provider and a person engaged in and which *inter-alia* includes those practices, methods, specifications and standards of safety, operation and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and prudent operator, in the implementation, operation and maintenance and supervision of a Project of the type and size similar to the work;

**“Gol”** shall mean Government of India;

**“GoWB”** shall mean Government of West Bengal;

**“Highest Rank Bidder/H1 Bidder”** has the meaning as set forth in the Clause 3.3.2 of this RFP;

**“Key Performance Indicator”** or **“KPI”** shall mean the performance indicators as specifically set out for providing Laundry Service to the hospitals;

**“Letter of Intent or “LoI”** has the meaning as set forth in the Clause 2.27.1 of this RFP;

**“Laundry Services”** has the meaning as set forth in the Clause 1.4.2 of this RFP;

**“MSVP”** shall mean Medical Superintendent cum Vice Principal;

**“Minimum Eligibility Criteria”** has the meaning as set forth in the Clause 2.2.6 of this RFP;

**“Minimum Technical Score”** has the meaning as set forth in the Clause 3.1.6 of this RFP;

**“Operational Payment”** has the meaning as set forth in the Clause 1.5.1 of this RFP;

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“**OPEX**” shall mean Operating Expenditure;

“**O&M**” shall mean operation & management;

“**Pre-Bid Meeting**” has the meaning as set forth under Clause 2.14.1 of this RFP;

“**Preferred Bidder**” shall mean the Bidder whose Bid is determined by the Authority as responsive in terms hereof and selected by the Bid Evaluation Committee (subject to and in accordance with terms of the RFP) for issuance of Letter of Intent for providing Service in terms hereof and particularly the Concession Agreement;

“**Performance Security**” has the meaning as set forth under Clause 2.29.1 of this RFP;

“**Project**” has the meaning as set forth in the Clause 1.6.1 of this RFP;

**Pre-Bid Meeting**” has the meaning as set forth in the Clause 2.14.1 of this RFP;

“**Project Site**” has the meaning as set forth in the Clause 1.4.3 of this RFP;

“**Lead Member**” has the meaning as set forth in the Clause 2.1.11(b) of this RFP;

“**RH**” shall mean Rural Hospital;

“**RKS**” shall mean Rogi Kalyan Samiti;

“**SDH**” shall mean Sub Divisional Hospital;

“**SGH**” shall mean State General Hospital;

“**SSH**” shall mean Super Speciality Hospital;

“**Statutory Authority**” shall mean Central or State Government, quasi Government, administrative, judicial, public or statutory body, department, instrumentality, agency, authority, board entrusted with and carrying any statutory functions, as required from time to time in connection with performance by the Preferred Bidder of its obligations hereunder;

“**Subject Person**” has the meaning as set forth in the Clause 2.1.7(i) of this RFP;

“**Service Provider/Concessionaire**” shall mean the Preferred Bidder who shall enter into the Concession Agreement with the Authority for the Project to provide Laundry Services in terms of the Concession Agreement;

“**Service Area**” shall mean the State and districts for which this RFP is applicable;

“**Second Round of Bidding**” has the meaning as set forth under Clause 2.26.4 of this RFP;

“**Tie Bidder**” has the meaning as set forth in the Clause 2.26.3 of this RFP;

“**Technically Qualified Bidder (s)**” has the meaning as set forth in the Clause 3.1.6 of this RFP;

“**WBMSCL**” shall mean West Bengal Medical Service Corporation Limited;

## 1. Introduction

### 1.1 About Health & Family Welfare Department Development

The Health & Family Welfare Department Development (hereinafter referred to as “DoHFW/ Authority”) has been vested with the responsibility of maintaining and developing the health care system in West Bengal. Public health, sanitation and hospitals are the exclusive responsibilities of the State. State provides financial and managerial support for the basic health care support and infrastructural facilities at the rural level, while the State level super specialty Medical Colleges & Hospitals predominantly provides the ambulatory care services. The Government of West Bengal is committed to provide, affordable, accessible, sustainable, high quality essential health care for all with special focus on the poor, mother child and elderly, and those living in underserved areas.

### 1.2 Contents of this RFP

- 1.2.1 This RFP comprises the disclaimer set forth herein above, the contents as listed below, and will additionally include any addenda issued in accordance with the Clause 2.7 of this RFP.

Volume I	
Section 1	Introduction
Section 2	Instructions to Bidders
Section 3	Fraud and Corrupt Practices
Section 4	Miscellaneous
Section 5	Annexures
Volume II	
	A draft Concession Agreement

### 1.3 Objective of the project

- 1.3.1 The Department of Health & family Welfare, Government of West Bengal has several tiers of Hospital starting from Medical College & Hospitals to district level hospitals as well as rural level hospitals. Also as part of special endeavour to provide specialty services to every remote corner of the State the Government of west Bengal are also in the process of establishment of several Multi-specialty/ Super specialty hospitals. Already 39 such hospitals are functional and with this the total functional beds in the whole state have risen more than 75000. Most of the Medical Colleges are above 1500-2000 Beds and District Hospitals above 500 beds approximately. The Multi-specialty/Super specialty hospitals are between 300-500 beds with all type of facilities.
- 1.3.2 A sick person coming to the alien environment of the hospital gets tremendously influenced and soothed by the aesthetics of cleanliness of the surrounding and linens. Therefore the importance of clean linen has been stressed upon since the

very inception of the hospitals. Clean linen is also of significant importance in reduction of hospital acquired infections.

- 1.3.3 With development of such huge infrastructure and large no of beds the needs of clean linens of all categories generated by the hospitals and regular washing and processing of the same on a timely basis has also become very important. Keeping this in mind the Government of West Bengal has decided to establish fully Mechanized Laundry Facilities in a Public Private Partnership Model having state of art technology.
- 1.3.4 Therefore, Authority now wishes to select through a single stage transparent and competitive Bidding Process, a Service Provider for award of the Project to provide Laundry Services to the respective hospitals in West Bengal.

#### **1.4 Scope of the Project**

- 1.4.1 The Authority wishes to establish 9 (nine) Mechanized Laundry Facilities in Government Hospital/s of West Bengal on PPP mode to improve the quality of washing and disinfection of hospitals linens as per standard norms and minimizing the potential risk of infection transmission through reused linens. Such Mechanized Laundry Facilities will be established at 9 locations throughout the State to cover Hospitals from Medical College to District level Hospitals. The location wise cluster of the proposed Mechanized Laundry Facilities is given under Schedule 1 of the Draft Concession Agreement.
- 1.4.2 The Service provider shall establish, operate, maintain and manage the Mechanized Laundry Facilities on DBFOT basis (the “**Project**”). The Service Provider shall be responsible for collecting, cleaning, washing, drying, packing and delivering the linens of hospitals to the respective hospitals (the “**Laundry Services**”)
- 1.4.3 The Authority shall provide encumbrance-free, directly accessible, suitable land/space of approximately 5000-6000 sq ft of land in or near the hospital premises as per State Laws for 10 years (the “**Project Site**”). The Authority will undertake site development including boundary wall, land filling, and access road for making the space/land ready to construct work shed, power and water supply up to the work shed.
- 1.4.4 The Service Provider will establish the Mechanized Laundry Facilities in the space designated preferably within the premises of the Government Hospitals and provide Laundry Services to the respective hospitals. The required space and augmented power will be provided by the respective hospital authority. Water supply of required amount will be ensured by the hospital. However if there is implementation of provision of water tax as per Government rules the water meter have to be installed by the Service Provider at their own cost and pay the water tax as per meter reading to concerned authority. Also dedicated water pipelines within the facility and water distribution system to run the Mechanized Laundry Facilities have to be established by the Service Provider at their own cost.

1.4.5 The duration of the Concession Agreement shall be 10 (Ten) years from the date of commissioning of the Project (the “**Concession Period**”) unless terminated earlier by either of the Parties in terms of the Concession Agreement. .

## **1.5 Operational Payment**

1.5.1 The Authority shall pay service fee to the Service Provider for providing Laundry Services for the Project at rate per bed per day as per financial quote of the Service Provider (the “**Operational Payment**”). Rate of Operational Payment shall not be subject to any variations and be fix throughout the Concession Period. For avoidance of doubt, it is clarified that apart from the Operational Payment, no other payments will be payable by the Authority to the Service Provider.

1.5.2 The Operational Payment mentioned above shall include all the indirect cost in deploying the human resource, operational cost, logistic cost and any other operation related cost at the Project Sites. It is clarified that cost of recruitment, cost of staff uniform, cost towards regular monitoring, communication with the Authority and any other related cost shall be the part of the Operational Payment. The Operational Payment shall be exclusive of GST which shall be payable as per the Applicable Laws by the Authority over and above such Operational Payment. The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the Operational Payment

1.5.3 In the event of non-performance/non-observance/breach of the terms and conditions of the Concession Agreement by the Concessionaire, the Authority shall levy and the Concessionaire shall be obliged to pay the Authority liquidated damages in the manner and at the rate as particularly set out in the Concession Agreement. In this regard, it is stated that, such liquidated damage shall be recovered from the Performance Security or adjusted from the Operational Payment.

## **1.6 Brief Description of the Bidding Process**

1.6.1 The Authority invites Technical Bids and Financial Bids through e-procurement as described under this RFP from interested Bidders for selection of Preferred Bidder for the Project. The Authority has adopted a single stage two-folder bidding process (collectively referred to as the “**Bidding Process**”) for identification of the Preferred Bidder.

1.6.2 The Bid Documents can be downloaded from the web site <https://wbtenders.gov.in> & [www.wbhealth.gov.in](http://www.wbhealth.gov.in) in the tender section.

1.6.3 Under this system the Technical Bid and the Financial Bid are to be uploaded separately on e-tender portal for selection of the Preferred Bidder for the Project in terms hereof.

1.6.4 A Bidder is required to deposit, along with its Bid, a Bid Security as mentioned in the Bid Data Sheet of this RFP. The Bid Security shall be refundable to unsuccessful Bidders not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Preferred Bidder who's Bid Security shall be retained till the selected Bidder submit the Performance Security for the Project.

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- 1.6.5 The Authority shall receive Bids in accordance with the terms and conditions set forth herein and other documents as provided by it pursuant to this RFP and as modified, altered, amended and clarified from time to time by the Authority. All the Bids shall be prepared and submitted by the Bidders in accordance with such prescribed terms and conditions on or before the date specified in the Bid Data Sheet of this RFP for submission of Bids on or before the Bid Due Date.
- 1.6.6 A Bidder shall be selected through Combined Quality-cum-cost-Based Selection (CQCBS) method as set out in Section 3 of this RFP. Evaluation of the offers would be carried out in two stages - first the Technical, and then the Financial. Bid Evaluation Committee shall not have access to the financial proposals until the technical evaluation is concluded. Financial proposals submitted by the Bidders shall be opened only after completion of the technical evaluation, strictly in terms of the provisions contained in the Bid Document.
- 1.6.7 A Concession Agreement will be entered between the Authority and the Concessionaire for undertaking the Project. Subject to the provisions hereof, the aforesaid documents and any addenda issued subsequent to this RFP Document, but before the Bid Due Date, will be deemed to form part of the Bidding Documents. The provisions/amendments stated in the addenda shall take precedence over the provisions of the RFP Document, in case there is a conflict.
- 1.6.8 The Preferred Bidder shall implement the Project and provide the Service in accordance with the terms and conditions envisaged in Concession Agreement which shall be executed between the Authority and the Preferred Bidder for providing of Service.
- 1.6.9 At any point in time prior to the signing of the Concession Agreement with the Preferred Bidder the Authority can cancel the Bidding Process for the Project without giving any reason whatsoever. In such case the Bid Security shall be returned within 2 months from the date of cancellation of the Bidding Process.
- 1.6.10 Any award of contract pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents.



## **2. Instructions to Bidders**

### **A. General**

#### **2.1. General Terms of Bidding**

- 2.1.1. The Bidders are invited to examine the Project and Project Site (s) in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project and for providing Laundry Services, in accordance with the terms and conditions of the Concession Agreement. Interested Bidders desiring to undertake physical inspection of the hospitals before submission of the Bid as well as for any clarification, if required, relating to filling of application may contact the office of the Authority as mentioned in the Bid Data Sheet.
- 2.1.2. A Bidder is allowed to Bid for more than one cluster as stated in Schedule 1 of the draft Concession Agreement RFP at which the Mechanized Laundry facilities are planned to be situated. The Authority's decision in the matter of selection of Service Provider will be final and binding on the Bidders.
- 2.1.3. The Technical Bid and Financial Bid shall be furnished in the format at Appendices of this RFP.
- 2.1.4. The Bidder shall submit a Power of Attorney as per the format at Annexure VII, authorizing the signatory of the Bid to commit the Bidder and for the Consortium should submit Power of Attorney for the lead member of the consortium as per Annexure VIII.
- 2.1.5. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. It should also be noted that the financial quote should not be mentioned in the Technical Bid.
- 2.1.6. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. The Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to Bidders any Bid or any information provided along therewith.
- 2.1.7. A Bidder shall not have a conflict of interest (the "**Conflict of Interest**") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security submitted by the Bidder as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority hereunder or/and the Concession



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Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- i. the Bidder, its Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013 / Section 4A of the Companies Act, 1956. For the purposes of this Clause 2.1.7 of this RFP indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or any Associate thereof; or
- iv. such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- v. such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Bid of either or each of the other Bidder; or
- vi. such Bidder has participated as a consultant to Authority in the preparation of any documents, design or technical specifications of the Project.
- vii. In case a Bidder is a Consortium, then the term Bidder as used in this clause shall include each Member of such Consortium, as the case may be.

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For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is control by, or is under common control with such Bidder (the “**Associate**”). The expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or otherwise.

- 2.1.8. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental therewith to the Project during the Bidding Process or issue of the Lol or during execution of the Concession Agreement. In the event any such adviser is engaged by the Preferred Bidder, as the case may be, after issuance of the Lol or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the Lol or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Performance Security submitted by the Preferred Bidder the Authority and/or Performance Security, which the Authority may have there under or otherwise, the Lol or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Preferred Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP.
- 2.1.9. This RFP is non- transferable.
- 2.1.10. **Litigation History:** The Bidder should provide accurate information about any litigation or arbitration resulting from contracts whether completed or ongoing over the last 5 (five) years. A history of award(s)/orders of any court/tribunal against the Bidder may result in rejection of the Bid. Suppression of any information or material in this regard would be construed as a fundamental breach and the Authority reserves its right to take appropriate action including rejection/disqualification of the Bid, forfeiture of Performance Security/Bid Security etc. as may be deemed fit and proper by the Authority at any time without requiring giving any notice to the Bidder in this regard.
- 2.1.11. Where the Bidder is a Consortium; it should comply with the following additional requirements:
- a) A maximum of three Consortium members would be allowed (including the lead member).
  - b) Members of the Consortium shall nominate one member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty per cent) of the paid up and subscribed equity of the SPV throughout the Concession Period. The nomination/authorization shall be supported by a Power

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of Attorney, as per the format attached at Annexure VIII signed by authorized signatories of all other members of the Consortium.

- c) The Lead Member of the Consortium shall hold minimum 26% of the paid up and subscribed equity of the SPV throughout the Concession Period.
- d) Other member of the consortium shall hold, directly or indirectly, at least 26% (twenty six percent) of the total Equity in the SPV during a period of 3 (three) years following commercial operation date.
- e) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- f) An individual Bidder cannot at the same time be member of a Consortium applying for the Bid. Further, a member of a particular bidding Consortium cannot be member of any other bidding Consortium applying for the Bid;
- g) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
- h) Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Annexure-X (the “**Joint Bidding Agreement**”) for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
  - convey the intent to incorporate a company under the Companies Act, 2013, as a special purpose vehicle (SPV) with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the right to undertake the Project is awarded to the Consortium; clearly outline the proposed roles and responsibilities, if any, of each member;
  - commit the minimum equity stake to be held by each member;
  - members of the Consortium undertake that they shall collectively hold at least 100% (Hundred per cent) of the subscribed and paid up equity share capital of the concession during the Concession Period and there will be no change in the shareholding of the Consortium Partner in the SPV formed by the Consortium; and
  - include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project in accordance with the Concession Agreement; and except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
- i) The Bid, and in the case of the preferred Bidder, the Concession Agreement shall be signed and / or executed in such a manner as may be required for

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making it legally binding on all members (including operative parts of the ensuing contract in respect of Arbitration Agreement etc.).

- j) The Lead Member shall be authorized to incur liabilities and to receive instructions for and on behalf of all members of the Consortium and the entire execution of the contract including payment shall be carried out exclusively through the lead member. A statement to this effect should be included in the Joint Bidding Agreement.
- k) All members of the Consortium shall be jointly and severally liable for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the Joint Bidding Agreement.
- l) Performance Security, as required under this RFP, will be furnished by the Lead Member for and on behalf of the Consortium or by all members, out of their accounts, in proportion to their participation in Consortium.
- m) In the event of default by the Lead Member, it shall be construed as default of the Consortium; and the Authority will take action as per the provisions of the concession Agreement.
- n) In the event of any other member leaving the Consortium, it shall be intimated to the Authority within 30 days by the other member(s). Failure to do so shall be construed as default of the Concessionaire and the Authority may take action as per the provisions of the concession Agreement.
- o) Consortium must comply with the qualification criteria/requirements as set out in this Clause 2.2 of this RFP.

2.1.12. The following conditions shall be adhered to by the Bidder while submitting the Bid:

- (i) Bidders shall attach clearly marked and referenced continuation sheets in the event of the space provided in the prescribed forms in the Annexure being insufficient. Alternatively, Bidders may format the prescribed forms, making due provision for incorporation of the requested information;
- (ii) information supplied by a Bidder (or other constituent member if the Bidder is a Consortium) must apply to the Bidder or constituent member named in the Bid and, unless not specifically requested, to other associated companies or firms.

2.1.13. No change in the composition of the Consortium shall be permitted after the Bid Due Date. In the event a change in composition of the Consortium occurs after the Bid Due Date, the Authority shall be entitled to disqualify the Bidder or withdraw the Letter of Intent (LoI) from the selected Bidder, or terminate the Concession Agreement, as the case may be and forfeit and appropriate the Bid Security or Performance Security, as the case may be.

2.1.14. The Bidder may be located anywhere in India. In case of outside the Bidder is outside of West Bengal, in such case, the Bidder must have a branch office in West Bengal. In case Bidder does not have branch office in West Bengal, in such case the Bidder may open a branch office before commissioning of the Project (Documentary proof required).

## **2.2. Eligibility of Bidders**

- 2.2.1. The Bidder cannot be an individual or group of individuals. It should only be a registered legal entity such as (i) Company registered under Companies Act, 1956/2013 or an equivalent law outside India; or (ii) Partnership firm as per law applicable in any State of India; or (iii) A sole proprietorship established under Applicable Laws. The bidder shall compulsorily have a registered branch office in West Bengal.
- 2.2.2. The Bidder(s) must be a single entity or a Consortium (maximum 3 members) represented by a lead member. The Lead Member of the Consortium shall be legally responsible and shall represent all consortium members, however, all the consortium members shall be jointly and severally responsible, if any, and legal matter arises.
- 2.2.3. The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest is liable to be disqualified at any stage.
- 2.2.4. A Bidder should not have been barred or blacklisted by the Government of India, Government of West Bengal or by any State Governments agency/State/Central department in India for breach of contractual conditions or should not have been convicted/charge-sheeted for any criminal case involving moral turpitude and/or any criminal case in respect to the nature of work involved in the contract with any of the State Government or Union Government as on Bid Due Date.
- 2.2.5. No litigation is pending on date and no penal measures were taken against the applicant under applicable Acts and laws. The Bidder shall need to submit an affidavit on a Non Judicial Stamp paper in this respect as per format given at Annexure XII of this RFP.
- 2.2.6. The Bidders shall be eligible for qualification, if the single Bidders or any member of the Consortium shall meet the following minimum eligibility criteria (the “**Minimum Eligibility Criteria**”):
- I. **Technical Capacity-** The Bidder shall be qualified on the basis of fulfilling/meeting the qualification criteria set out hereunder:
    - 1) The Bidder should only be a registered legal entity such as (i) Company registered under Companies Act, 1956/2013 or an equivalent law outside India; or (ii) Partnership firm as per law applicable in any State of India; or (iii) A sole proprietorship established under Applicable Laws. The Bidder cannot be an individual or group of individuals.
    - 2) The Bidders must be in operation for since last 3 years preceding to the Bid Due Date and it should be operational as on date
    - 3) The Bidders must have experience in providing mechanized laundry services/cleaning services/ dry cleaning services/laundry services/non-clinical services in healthcare facilities/supply of laundry equipment/operational experience of hospital/ operational experience of nursing homes

## **II. Financial Capacity**

- a) The Bidders must have minimum Average Annual Turnover of Rs. 1 crore (Rupees One Crore) in last three financial years – FY 2018-19, 2017- 18 & 2016-17.

### **Note:**

- a) A Bidder may use the credentials of its Associates for the purpose of qualification under this RFP, provided however that the Bidder shall ensure that such Associate of Bidder continue to remain its Associate throughout the Concession Period. In computing the financial and technical capability of the Bidder/Consortium member, the Financial and Technical Capability of their respective Associates shall also be considered.
- b) In case of a Consortium, the combined Technical Capacity and Financial Capacity of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of Minim Eligibility Criteria;

2.2.7. The Bidders shall provide such evidence of their continued eligibility criteria fulfilment in terms hereof to the Authority as the Authority shall reasonably request.

### **2.3. Bid and other Cost**

2.3.1. The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### **2.4. Site Visit and verification of Information**

2.4.1. Bidders are invited to examine the Project Site in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for awarding the Project.

2.4.2. The Bidders are encouraged to submit their respective Bids after ascertaining for themselves the Applicable Laws, applicable permits and regulations, and any other matter considered relevant by them for discharging the obligations under the Concession Agreement.

2.4.3. It shall be deemed that by submitting a Bid, the Bidder has:

- i. made a complete and careful examination of the Bidding Documents;
- ii. received all relevant information requested from the Authority;
- iii. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.4.2 above;

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- iv. satisfied itself about all matters, things and information including matters referred to in Clause 2.4.2 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
  - v. 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 2.4.2 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 Authority, or a ground for termination of the Concession Agreement;
  - vi. acknowledged that it does not have a Conflict of Interest; and
  - vii. agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.4.4. The Authority shall not be liable for any omission, mistake or error on the part of the Bidder 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 including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.
- 2.4.5. The Bidders are expected to examine carefully the contents of all the documents provided. Failure of the Bidder to comply with the requirements of RFP will be at the Bidders' own risk and render the Bid non-responsive.

**2.5. Annexures to this RFP**

2.5.1. The following are the annexures attached as part of this RFP:

- Annexure I : Checklist
- Annexure II : Format of Covering Letter
- Annexure III : Details of the Bidders
- Annexure IV : Technical Capacity of the Bidder
- Annexure V : Financial Capacity of the Bidder
- Annexure VI : Statement of Legal Capacity
- Annexure VII : Power of Attorney for Signing of Bid
- Annexure VIII : Power of Attorney for the Lead Member
- Annexure IX : Litigation History
- Annexure X : Format for Joint Bidding Agreement
- Annexure XI : Format of Bid Security



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Annexure XII : Format of Financial Bid

Annexure XII : Format of Affidavit

## 2.6. Clarifications

2.6.1. The Bidders requiring any clarification on the RFP may notify the Authority in writing on email specified under Clause 2.6.2 of this RFP. They should send their queries before the date specified in the scheduled of Bidding Process mentioned in Bid Data Sheet of this RFP. The Authority shall endeavour to respond to the queries within the period specified herein, but no later than 7 days prior to the Bid Due Date. The Authority shall post responses to all the queries received on [sspppcell@gmail.com](mailto:sspppcell@gmail.com)

2.6.2. All the emails can be addressed to following email id: [sspppcell@gmail.com](mailto:sspppcell@gmail.com) and [spsrc.tapp@gmail.com](mailto:spsrc.tapp@gmail.com) The communication shall clearly bear the following identification/ title:

**“Queries/Request for Additional Information: Request for Proposal for Selection of Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP mode”.**

2.6.3. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification. The Authority shall not take any responsibility for postal or any other delay in response.

## 2.7. Amendment of RFP

2.7.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by issuing of Addenda/Corrigendum.

2.7.2. Any Addendum thus issued shall be uploaded on <https://wbtenders.gov.in> & [www.wbhealth.gov.in](http://www.wbhealth.gov.in) in the tender section.

2.7.3. In order to afford the Bidders, a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

## 2.8. Right to accept and to reject any or all Bids

2.8.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2. The Authority reserves the right to reject any Bid if:

(a) At any time, a material misrepresentation is made or uncovered, or



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- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/improper response shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after Bids have been opened and the Preferred Bidder gets disqualified/rejected, then the Authority reserves the right to:
    - i. Invite all eligible Bidders to submit fresh Bids hereunder; or
    - ii. Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process;
  - (c) If a Bidder submits a non-responsive or qualified or conditional Bid;
  - (d) If a Bidder engages in a corrupt practice as specified in Section 4 of this RFP;
  - (e) If a Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder (s) and the Authority;
  - (f) In case of Preferred Bidder, if it fails within specified time limit –
    - i. to sign and acknowledge the duplicate copy of Lol;
    - ii. to sign the Concession Agreement;
  - (g) For any other reasons provided elsewhere in this RFP
- 2.8.3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Preferred Bidder has made misrepresentation or has given any incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issuing of the Lol or entering into the Agreement, and if the Bidder has already been issued the Lol or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Preferred Bidder, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.
- 2.8.4. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such verification or lack of such verification, by the Authority shall not relieve the Bidder or its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

## **B. Preparation and Submission of Bid**

### **2.9. Preparation of Bid**

- 2.9.1. The Bidder shall provide all the information sought under this RFP and upload the same on the portal i.e. <https://wbtenders.gov.in> & [www.wbhealth.gov.in](http://www.wbhealth.gov.in) as a part of its online submission of Bid as well as by way of physical submission of original copy of the information/documents comprising the Bid as per the requirements to the Authority. The Authority will evaluate only those Bids that are received in the required formats and are complete in all respects.
- 2.9.2. The e-Bids prepared by the Bidder shall comprise the following components:
- a) Technical Bid
  - b) Financial Bid.
- 2.9.3. The Bidder shall furnish, as part of Technical Proposal establishing the technical qualification to perform the contract. The Bidder should submit the documentary evidence (electronically in the PDF format) in support of the information furnished. PDF file should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the e-tender portal.
- 2.9.4. All pages of the Bid must be SEQUENTIALLY NUMBERED and MUST contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- 2.9.5. Cover page and forwarding letter of the Bid shall be initialled and stamped by the person or persons who sign the Bid.
- 2.9.6. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translation in the English language. Supporting documents which are not translated into the English language may not be considered for evaluation. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

### **2.10. Documents comprising the Bid**

#### **2.10.1. Uploading of the Bid**

The bids shall be uploaded in two folders which comprise the following documents:-

- A. **Folder- I: Technical Bid** :- The Bidder shall submit the Technical Bid in the formats specified in respect thereto
- 1) Checklist as described in Annexure I
  - 2) Letter Comprising the Bid in the form and manner as described in Annexure II.
  - 3) Details of the Bidder in the form and manner as described in Annexure III

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- 4) Technical Capacity of the Bidder in the form and manner as described in Annexure IV
- 5) Financial Capacity of the Bidder in the form and manner as described in Annexure V
- 6) Statement of Legal Capacity of the Bidder in the form and manner as described in Annexure VI
- 7) Power of Attorney authorising the signatory of Bid to commit the Bidder in the format as specified in Annexure VII
- 8) Power of Attorney by the Consortium members authorizing the Lead Member to incur liabilities and receive instructions for and on behalf of the member(s) of the Consortium in the format as specified in Annexure VIII.
- 9) Litigation History in the form specified Annexure IX
- 10) Bid Security for an amount as specified in the form specified in Annexure XI (Original document to be submitted separately as specified in the Bid Document)
- 11) Joint Bidding Agreement in the form specified at Annexure X.
- 12) Affidavits in the form specified at Annexure XIII
- 13) Other material/information required to be submitted are:
  - Audited balance sheet report of the last three financial years of the Bidder (FY 2018-19, FY 2017-18 and FY 2016-17)
  - A copy of the entire Bid Document (along with its addendum, if any) duly signed on each page by the authorised signatory of the Bidder. The Bid Document shall also have the Bidder's stamp on each page along with signature of the authorised representative of the bidder.
  - Scan copy of the Bid Security.
  - Document/certificates showing the shareholders/trustees/members of Company/Society/Partnership
  - Certificate of Incorporation, Articles & Memorandum of Association in case of a company/ partnership deed in case of a partnership firm. In case of partnership firms, a copy of the partnership agreement, or general power of Attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender.
  - Certificate of Registration under GST Act,
  - Certificate of Registration under Shops & Establishment Act, for Laundry/Dry cleaning services.
  - Financial Statements (P&L and Balance Sheet) for the last three Financial Year
  - Income Tax Assessment copies for the last three financial years.
  - Certificate of ISO, if available

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- The Bidder shall need to submit the work order/contract copy/completion certificate for the above mentioned technical capacity. In case of projects owned by the Bidder, the Bidder shall need to submit the auditor certificate certifying the above mentioned details.

**B. Folder-II-Financial/Price Bid:** The Bidder shall upload the Financial/Price Bid in the format specified at Annexure-XII.

**2.10.2. Original documents to be submitted by the Bidder:**

The Bidder shall be required to submit the following documents in Original in sealed envelope on the date and time as specified in Bid Data Sheet to the address as mentioned in Bid Data Sheet:

- 1) Bid Security for an amount and in the form as specified in Annexure XI in case of BG/DD/Proof of online payment of Bid Security through NEFT/RTGS.
- 2) Power of Attorney authorising the signatory of Bid to commit the Bidder in the format as specified in Annexure VII
- 3) Power of Attorney by the Consortium members authorizing the Lead Member to incur liabilities and receive instructions for and on behalf of the member(s) of the Consortium in the format as specified in Annexure VIII.
- 4) Litigation History in the format as specified in Annexure IX
- 5) Joint Bidding Agreement in the form specified in Annexure X, if applicable

The sealed envelope carrying the Original Document shall bear the name of the Bidder and super scribe as “**Proposal for Selection of Private Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP mode**”

**2.11. Financial Proposal/ Price Bid**

- 2.11.1. The Bidders shall quote rupees per bed per day for selection of Service Providers for the Project and providing Laundry Services and the rates should be quoted separately cluster wise for all such cluster(s) in financial bid (the “**Financial Bid**”) as per prescribed format in Annexure XII of this RFP and uploaded in the PDF format.
- 2.11.2. The Financial Bid is to be submitted through online only, this is mandatory. It is to be noted here that no Financial Bid by offline/physical mode or by hand will be opened. A bidder can bid for a cluster or more than one cluster.
- 2.11.3. The quoted rate should be inclusive of all expenses related to the Project other charges as per the applicable law of the state. The quoted rate shall be exclusive of GST.
- 2.11.4. The rate quoted by the Bidders shall remain firm and fixed during the Concession Period and not subject to variation on any account, except for GST

## **2.12. Bid Validity**

- 2.12.1. The Bids shall be valid for a period specified in the Bid Data Sheet of this RFP from the Bid Due Date (the “**Bid Validity Period**”). A Bid having lesser validity period than the prescribed Bid Validity Period shall summarily be rejected by the Authority as non-responsive.
- 2.12.2. Prior to expiry of the Bid Validity Period, the Authority may request the Bidders to extend the Bid Validity Period for a specified additional period. The request and the responses thereto shall be made in writing or by email. A Bidder may refuse such request for extension of Bid Validity Period. A Bidder agreeing to the request will not be required or permitted to modify their Bid.
- 2.12.3. Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## **2.13. Bid Security**

- 2.13.1. The Bidders need to submit a Bid Security along with the Technical Bid in the form of BG as per the Annexure XI of this RFP or in the form of demand draft or deposited through NEFT/RTGS as mentioned in the Bid Data Sheet.
- 2.13.2. The Bidder shall furnish, as part of its Bid, a Bid Security equivalent to the amount as mentioned in the Bid Data Sheet of this RFP shall be valid for a minimum period of 180 days from the Bid Due Date, (referred as the “**Bid Security**”) and refundable not later than 180 days from the Bid Due Date, except in case of the Preferred Bidder whose Bid Security shall retained till the starting of the Laundry Services.
- 2.13.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsiveness.
- 2.13.4. The Preferred Bidder’s Bid Security will be returned, without any interest, upon the Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise, under the following conditions:
  - a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder (s) and the Authority;
  - b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids
  - c) If a Bidder engages in a corrupt practices, fraudulent practices, coercive practices, undesirable practices or restrictive practices as specified in Section 4 of this RFP;
  - d) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 2.23 hereof;

- Sign and return the duplicate copy of Lol;
- Sign the Concession Agreement

e) Any other conditions, with respect to the Bidder as well as the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP;

2.13.5. The Bid Security of Bidders whose Bid is rejected on account of not meeting the Minimum Eligibility Criteria will be returned/refunded within a period of 60 (sixty) days from the date of intimating the rejection of the Bid by Authority to the Bidder.

#### **2.14. Pre-Bid Meeting**

2.14.1. The Bidders are invited to attend a pre-bid meeting (the “**Pre-Bid Meeting**”) which shall take place at 1<sup>st</sup> Floor Conference Hall, A-wing Swasthya Bhawan, Sec-V, Salt Lake, Kolkata-91) as mentioned in Bid Data Sheet or at a place notified in the official website prior to the meeting, as per schedule mentioned in Bid Data Sheet of this RFP.

2.14.2. The purpose of the Pre-Bid Meeting shall be to clarify issues and to answer questions with respect to the Project that may be raised at this stage.

2.14.3. The Bidder shall submit queries on or before the Pre-Bid Meeting.

#### **2.15. Format and Signing of Bid as per e-tender guidelines**

2.15.1. The Financial Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidders. All pages of Bid must be initialled by the Authorized signatory.

2.15.2. The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialled by the person or persons authorized to sign the Bid.

### **C. Submission of Bids**

#### **2.16. Submission of Bids**

2.16.1. The Bidders shall upload their Bids in two folders online. Technical Bid (Folder A) and Financial Bid (Folder B) [as BOQ] as per the prescribed format given under annexures of this RFP on e-Procurement portal as per the schedule indicated in the Bid Data Sheet of this RFP and any amendments made within Bid Due Date for submission of the Bids.

2.16.2. The Bid submission through e-tender portal enables the Bidders to submit the e-Bid online against the e-tender published by the Authority. The Bid submission shall be done online from the Bid submission start date till the Bid Due Date and time mentioned in the Bid Data Sheet of this RFP. The Bidders should start the Bid submission process well in advance so that they can submit their Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-

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tender portal. This server time is time by which the Bid submission activity shall be allowed till the permissible time till the Bid Due Date. Once the Bid Due Date and time is over, the Bidders cannot submit their Bids online. For delays in submission of Bids due to any reasons, the Bidders shall only be held responsible.

- 2.16.3. The Bids shall be submitted online with Digital Signature on the e-Procurement portal mentioned herein above. No physical submission of Bids is permitted. The Bidders shall upload the scan copy of the Bid in PDF format. Each page of the Bid shall be signed by the authorized signatory. The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non-readable formats).
- 2.16.4. In addition to e- submission hard copies of Technical bid needs to be submitted by hand in sealed cover as described at the Office of the Secretary, (PPP Cell), Department of Health & Family Welfare, GoWB, 4th Floor, Wing – B, Swasthya Bhawan, Salt Lake, Sector- V, GN- 29, Kolkata- 700091.
- 2.16.5. The Financial Bid shall contain the financial quote in the prescribed format given under Annexure XIII and uploaded in the PDF format. The Annual Service Fee shall be quoted separately for each of the facility in BOQ in Rupees per bed. A bidder can bid for a cluster or the entire cluster or a hospital within any of the cluster. A bidder can bid for one hospital or any number of hospital (within cluster) however in case of bidder is bidding for more than one hospital a bidder is required to submit separate financial bid for each of the hospital separately bidder is putting his proposal. It is to be noted that, the rate quoted in the BOQ will be treated as final. Financial Bid is to be submitted through online only, this is mandatory. It is to be noted here that no Financial Bid by offline/physical mode or by hand will be opened.

**2.17. Bid Due Date**

- 2.17.1. The Bids must be submitted online on or before the bid due date as indicated in the Bid Data Sheet of this RFP (the "**Bid Due Date**").
- 2.17.2. The Authority may, at their discretion, extend the Bid Due Date for submission of Bids by issuing an addendum in respect thereof.

**2.18. Modification and Withdrawal of Bids**

- 2.18.1. At any point of time the Bidder may modify, substitute or withdraw its Bid online after submission prior to the Bid due date.
- 2.18.2. Withdrawal or modification of a Bid online by the Bidder on his own between the deadline for submission of Bids and the expiry of the original period of Bid validity may result in the forfeiture of the Bid Security.

**D. Bid Opening and Evaluation**

**2.19. Opening of Technical Bids**

- 2.19.1. The Authority will open all the Bids received in the presence of Bidders or their representatives who choose to attend on the date and time mentioned in the RFP. In



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the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day. Prior to opening of the Bids, the Authority shall confirm determine it has received the original hard copies of the DD for the Bid Security as well original hard copies of other documents in original.

- 2.19.2. Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 2.18 of this RFP shall not be opened and shall be returned.
- 2.19.3. Envelopes marked Technical Bid of other Bidders shall then be opened. Bidder's names, the presence/or absence of Bid Security, the amount and validity of Bid Security furnished and such other details, as the Authority may consider appropriate will be announced by the Authority at the opening.
- 2.19.4. The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

**2.20. Examination of Technical Bid and Determination of Responsiveness of the same**

- 2.20.1. Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required Bid Security
- 2.20.2. If the Bid Security furnished does not conform to the amount and validity period as specified in this RFP (Volume I) and has not been furnished in the form specified in Clause 2.15 of this RFP, the Bid shall be rejected by the Authority as non-responsive.
- 2.20.3. The Technical Bid accompanied with valid Bid Security will be taken up for determination of responsiveness of the Bid in terms hereof. In case, the Bank does not confirm the Bid Security, the Bid shall be rejected as non-responsive and no further evaluation shall be carried out.
- 2.20.4. The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria in terms hereof, has the required financial capabilities as set out in this RFP, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require pursuant to Clause 2.24 of this RFP.
- 2.20.5. If the Technical Bid of any Bidder is not substantially responsive, the Bid of such Bidder will be rejected by the Authority and the Bidder will not subsequently be allowed to make its Bid responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.
- 2.20.6. The Authority shall inform, by fax/ email, the Bidders, whose Technical Bid is found to be responsive and who are shortlisted based on qualification criteria as detailed out in Clause 2.2 of this RFP. Technical bid will be evaluated as per Clause 3 of this RFP.



### **2.21. Opening of Financial Bids**

- 2.21.1. The Authority will open the folder marked 'Financial Bid' of only those Bidders who's Technical Bids have been determined to be substantially responsive in accordance with Clause 2.20 and have been evaluated in terms of Section 3 of this RFP and determined to fulfil the qualification criteria as detailed out in Clause 2.2, in presence of the Bidders or their representatives who choose to attend on the date intimated to such Bidders. In the event of specified date of Financial Bid opening being declared a holiday for The Authority, the 'Financial Bids' shall be opened at the appointed time and location on the next working day.
- 2.21.2. The names of the Bidders whose Technical Bid is found to be substantially responsive, the Bid Prices and such other details, as the Authority may consider appropriate will be announced at the opening of the Financial Bid. Any Bid Price, which is not read out and recorded at the Bid opening, will not be taken into account in Bid Evaluation.
- 2.21.3. The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

### **2.22. Examination of Financial Bids and Determination of Responsiveness of Financial Bid**

- 2.22.1. Authority will determine responsiveness of Financial Bid and evaluate the Financial Bid as per Clause 3.2 of the with respect to the value quoted by the Bidder in its Financial Bid to be payable by the Authority. The Concession Period and other terms are pre-determined, as indicated in the draft Concession Agreement, and the Operational Payment shall constitute the sole criteria for evaluation of Bids. Subject to the provisions of Clause 3.3, the Bidder obtaining highest combined score would be selected as the Preferred Bidder and awarded the Project.
- 2.22.2. A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents.
- 2.22.3. If the Financial Bid of any Bidder is not substantially responsive in terms hereof, the Bid of such Bidder shall be rejected by DoHFW and the Bidder shall not subsequently be allowed to make its Bid responsive by correction or withdrawal of the non-conforming deviation or reservation.

### **2.23. Correction of Errors**

- 2.23.1. The Financial Bids determined to be substantially responsive shall be checked by the Authority for any arithmetic errors. Arithmetic errors shall be rectified on the basis, whether there is a discrepancy between the amounts quoted in the Financial Bids, in figures and in words, the amount in words shall prevail over the figures to the extent of such discrepancy.
- 2.23.2. The Amount stated in the Financial Bid shall be adjusted by the Authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder.

#### **2.24. Clarification of Bids**

- 2.24.1. To assist in the examination, evaluation and comparison of the Bids, the Authority may, at its discretion, ask any Bidders or authentication and the correctness of the information or details furnished by the Bidder in its Bid. Such request by the Authority and the response by the Bidders shall be in writing or email, but no change in the financial quote or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Bid Evaluation Committee in the evaluation of the Bids.
- 2.24.2. No Bidders shall contact the Authority on any matter relating to its Bid from the time of Bid opening to time of contract is awarded.
- 2.24.3. Any efforts by the Bidder to influence the Authority in the Bid evaluation, Bid comparison or contract awarded decisions may result the rejection of such Bids.

#### **2.25. Process to be confidential**

- 2.25.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclose to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

### **E. Award of Contract**

#### **2.26. Award Criteria**

- 2.26.1. The Project, shall be awarded for each cluster, to the Bidder whose Bid will be determined to be substantially responsive and meeting the Minimum Eligibility Criteria as per the Clause 2.2 of this RFP and based on the evaluation of their Technical and Financial Bid as per Clause 3.3 of this RFP. A Bidder may be awarded and declared as Preferred Bidder for more than one cluster for which the Bidder is ranked as H1 Bidder.
- 2.26.2. The second ranked Bidder for each of the cluster shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in this RFP.
- 2.26.3. In the event that two or more Bidders score the same marks for any of the cluster pursuant to evaluation in terms herein (the “**Tie Bidders**”), in that event, the Preferred Bidder for that particular cluster, having higher or highest average annual turnover in FY 2016-17, FY 2017-18 and FY 18-19 shall be identified by the Authority.

- 2.26.4. In the event that the Preferred Bidder of the Project withdraws or is not selected for any reason in the first instance (the **“First Round of Bidding”**) for the Project, the Authority may invite all the remaining Qualified Bidders to revalidate, as necessary, and shall invite all the remaining bidders to match the bid of the Preferred Bidder (the **“Second Round of Bidding”**). If in the Second Round of Bidding, only one Bidder matches the aforesaid Preferred Bidder, it shall be declared as the Preferred Bidder. If two or more Bidders match the said Preferred Bidder in the Second Round of Bidding, then the Bidder whose Bid was ranked highest as compared to other Bidder(s) in the First Round of Bidding shall be selected as Preferred Bidder. For example, if the third and fifth ranked Bidders in the First Round of Bidding is offered to match the said first ranked Bidder in the Second Round of Bidding, the said third rank Bidder shall be the Preferred Bidder. In the event that no Bidder offers to match the Preferred Bidder in the Second Round of Bidding as specified in this Clause 2.26.1 the Authority may, in its discretion annul the Bidding Process.
- 2.26.5. Notwithstanding anything in Clause 2.26 above, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time prior to award of Bid, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidders or Bidders of the grounds for the Authority’s action.

#### **2.27. Letter of Intent**

- 2.27.1. After selection, a letter of intent (the **“LoI”**) shall be issued along with one duplicate, by the Authority to the Preferred Bidder and the Preferred Bidder shall within 15 days of the receipt of the LoI, sign and return the duplicate copy of LoI in acknowledgement thereof. In the event the duplicate copy of the LoI duly signed by the authorized signatory of the Preferred Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security submitted by the Preferred Bidder with the Authority as loss and damage suffered by the Authority on account of failure of the Preferred Bidder to acknowledge the LoI, and the Authority initiate the Bidding Process again for the next qualified and lowest evaluated Bidders or may annul the Bidding Process and take steps to starts a fresh Bidding Process.

#### **2.28. Signing of Concession Agreement**

- 2.28.1. The Preferred Bidder (s) shall sign Concession Agreement(s) with the Authority within 30 days from the date of issuance of LoI by the Authority.
- 2.28.2. If the Preferred Bidder fails to sign the Concession Agreement with the Authority within the said timeline, the Authority shall be entitled to appropriate the Bid Security submitted by the Preferred Bidder(s) with the Authority.

#### **2.29. Performance Security**

- 2.29.1. The Preferred Bidder shall, for the performance of its obligations hereunder during the Concession Period, in terms of provisions stipulated in the provide to the Authority within 30 (thirty) days of the date of signing of the Concession Agreement,

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as an irrevocable and unconditional guarantee from a Bank for an amount as set forth at Article 11 of Volume II, draft Concession Agreement (“**Performance Security**”) in favour of the DoHFW with any scheduled/nationalized Bank acceptable to DoHFW.

- 2.29.2. The Performance Security should remain valid for a period of 90 days beyond the date of completion of all contractual obligations as the provisions of the Concession Agreement.

### 3. Criteria for Evaluation of Bids

#### 3.1 Evaluation parameters

- 3.1.1 Only those Bidders whose Bids are found responsive in terms hereof and meets the Minimum Eligibility Criteria specified in Clause 2.2 above shall qualify for evaluation under this Section 3. Bidders whose Technical Bid does not meet the aforesaid qualification criteria shall be rejected.
- 3.1.2 In the first stage, the Technical Bid will be evaluated on the Basis of Bidder's experience i.e. Technical Capacity and Financial Capacity. Only those Bidders who possess the Minimum Eligibility Criteria shall qualify for further consideration, and shall be awarded Technical Score on the basis of parameter set out in the Clause 3.1.5 of this RFP.
- 3.1.3 The Technical and Financial shall have 100 marks each. The Bidders will be given marks on their Technical and Financial Bid as per evaluation methodology given in Clause 3.1.5 and Clause 3.2.4 of this RFP.
- 3.1.4 The Authority has adopted Combined Quality cum Cost Based Selection (CQCBS) with Technical Weightage at 20% and Financial Weightage at 80%. In the first stage, the Technical Bid will be evaluated on the basis of Bidder's experience i.e. technical capability and financial capability.
- 3.1.5 The Scoring criteria to be used for evaluation of Technical Bid shall be as follows. Total marks 100 marks is allotted for Technical Bid evaluation.

SI No	Criteria	Marks
1	The Bidder's operational experience since last three years. (minimum 3 years)- maximum marks: 30	3 years' experience = 20 marks >3 years' experience ≤ 5 years' experience = 25 marks > 5 years' experience = 30 marks
2	Number of projects with annual work value of Rs.2 crores in mechanized laundry services/cleaning services/dry cleaning services/laundry services/non-clinical services in healthcare facilities/supply of laundry equipment/ operational experience of hospital/ operational experience of nursing homes in last 5 years - maximum marks: 30	1 project or annual work value upto Rs 2 crores– 10 marks 2- 3 projects or annual work value between Rs 2 crores to Rs 6 crores - 20 marks More than 3 projects or annual work value above Rs 6 crores : 30 marks
3	Providing mechanized laundry services/cleaning services/ dry cleaning services/laundry services to healthcare facilities of any state government/central government/any government agency.	10 marks

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SI No	Criteria	Marks
4	Average Annual Turnover of the Bidder Maximum marks-30	Rs.1 Cr to Rs. 5 Cr = 20 marks >Rs.5 Cr to Rs.10 Cr =25 marks >Rs.10 = 30 mark

3.1.6 Total technical score of the Bidders will be calculated based on the score adding each score obtained under each of the parameter mentioned herein above. The Bidders will be assigned a score termed as Technical Score (ST). The minimum marks to qualify shall be 50 out of 100 marks (the “**Minimum Technical Score**”). A list of technically qualified Bidders shall be prepared based on the Bidders who obtain the Minimum Technical Score and above (the “**Technically Qualified Bidders**”).

3.1.7 Technically Qualified Bidders shall be carried forward for Financial Bid opening and evaluation.

### 3.2 Evaluation of Financial Bids

3.2.1 The Bid Evaluation Committee shall determine responsiveness of Financial Bid with respect to rate quoted by the Bidders in Financial Bids.

3.2.2 A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the services;(ii) which limits in any substantial way, inconsistent with the Bidding Documents, the Authority’s right or the Bidder’s obligations under the Concession Agreement; or (iii) whose rectification would affect unfairly the competitive position of the Bidders presenting substantially responsive Financial Bids.

3.2.3 If the Financial Bid is not substantially responsive, it shall be rejected by the Authority and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.2.4 The Financial Bid evaluation will be carried out as per procedure mentioned here under. Each Financial Bid will be assigned a Financial Score (SF). The Bidder quoting the lowest financial quote will be given the maximum Financial Score of 100 points. The Financial Score of other Bids will be computed as per below mentioned formula:

$$S_F = 100 \times F_M/F$$

F = financial quote of the Financial Bids of the Bidders

F<sub>M</sub> = the Bidder, quoting lowest financial quote shall be given 100 marks

3.2.5 Cluster wise Financial Score shall be given to the Technically Qualified Bidder.

### 3.3 Combined and Final Evaluation

3.3.1 The Bids will finally be ranked according to their combined Technical Score and Financial Score. The final evaluation will be done by allocating 20% weightage to

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technical score and 80% weightage to financial score. The formula is mentioned below:

$$S = S_T \times T_W + S_F \times F_W$$

S = the combined score

S<sub>T</sub> = Technical Score of the Bidders

S<sub>F</sub> = Financial Score of the Bidders

T<sub>W</sub> = Weightage to Technical Score (20%)

F<sub>W</sub> = Weightage to Financial Score (80%)

3.3.2 Based on the combined score of the Bidders shall be ranked as H1, H2, and H3 and so on. The cluster wise ranking shall be done. The highest rank Bidder (H1) for each cluster shall be the Bidder having the highest combined score (the “**Highest Rank Bidder**”/H1 Bidder”). A list of H1, H2, and H3 and so on will be prepared. The Project shall be award based on criteria set out at Clause 2.26 of this RFP

## 4. Fraud and Corrupt Practices

- 4.1. The Bidder and their respective partners, officers, employees, agents, Preferred Bidder, and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process and during the Concession Period.
- 4.2. Furthermore, the Bidder shall not be eligible to participate in any Bidding Process for any other project of the Authority for a period of 2 (two) years from the date such Bidder, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 4.3. For the purposes of this section, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence the actions of any persons connected with the Bidding Process for or on behalf of the Authority;
  - b) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or the property of that person to influence improperly the actions of a person involved in the Bidding Process;
  - c) **“collusive practice”** means an arrangement between two or more persons involved in the Bidding Process designed to achieve an improper purpose, including influencing improperly the actions of another person;
  - d) **“fraudulent practice”** means any act or omission including a misrepresentation that knowingly or recklessly misleads or attempts to mislead a person involved in the Bidding Process to obtain a financial or other benefit or to avoid an obligation;
  - e) **“obstructive practice”** means (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the inspection and audit rights of the Authority, or financier/s of the Project including any development partner of the financier/s.
  - f) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among the Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process; and
  - g) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing,



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lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest.

- 4.4.** Necessary action will be taken against the Bidder for any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, under applicable laws.

## **5. Miscellaneous**

- 5.1.** The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Kolkata shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- 5.2.** The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - (a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) pre-qualify or not to pre-qualify any Bidder and/or to consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or;
  - (e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder;
  - (f) supplement/modify/amend/alter the terms of the grant of the concession pursuant to this RFP, or the technical/ financial or any other parameter for selection or evaluation of the Bidders or any terms and conditions of this RFP.
- 5.3.** In order to afford the Bidders a reasonable time for taking an Addendum/supplement/ modification etc. into account or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date and time.
- 5.4.** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.5.** Words and Phrases not defined in this RFP shall have the meaning as specified in the Concession Agreement.

Request for Proposal for Selection of Private Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP Mode

**Annexure I: Checklist of documents submitted with the Technical Bid**

S. N	Document	Uploaded Status/Submitted
1.	Annexure I: Checklist of Documents submitted with the Technical Bid	
2.	Annexure II : Letter Comprising the Bid	
3.	Annexure III : Details of the Bidder	
4.	Annexure-IV- Technical Capacity of the Bidder	
5.	Annexure-V- Financial Capacity of the Bidder	
6.	Annexure VI: Statement of Legal Capacity	
7.	Annexure VII: Format of Power of Attorney for Signing of the Bid	
8.	Annexure VIII: Format of Power of Attorney for the Lead Member of the Consortium	
9.	Annexure IX: Litigation History	
10.	Annexure X: Joint Bidding Agreement	
11.	Annexure XI: Format of Bank Guarantee	
12.	Copy of Registration Details of the Bidder	
13.	Memorandum & Article of Association (if applicable)	
14.	Copy of the partnership deed if it is a partnership firm	
15.	Copy of audited Balance Sheet / Income & Expenditure / P&L accounts statements for last three financial years ending March 2019 (As per Form A) with supporting document.	
16.	Copies of all relevant licenses	
17.	The previous work orders / contracts executed by claiming the experience as per the requirement of the RFP	
18.	Details of all establishments where laundry services have been provided during the previous three years and performance certificate from the clients regarding their satisfaction with quality of service.	
19.	Self-attested copies of income tax return/income tax clearing certificate for financial year (2016-17 & 2017-18) [i.e. for assessment year 2017-18& 2018-19.	

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<b>S. N</b>	<b>Document</b>	<b>Uploaded Status/Submitted</b>
20.	Self-attested photo copy of PAN no of the Firm/ proprietor / Director.	
21.	Self-attested photo copy of sales tax/VAT/GST Registration Certificate for last two financial year.	
22.	Self-attested photo copy of TIN registration No	
23.	Self-attested photo copy of valid shop and establishment license.	
24.	Valid pollution control board certificate from government authority	
25.	Copy of valid registration certificate under contract labour Act.	
26.	Copy of valid registration under ESI and EPF Acts.	
27.	Any other relevant documents	

**Annexure II: Letter Comprising the Bid**

Dated:

**To,  
Secretary, PPP Cell Health & Family Welfare  
III Floor – B- Wing, Swasthya Bhawan  
GN 29, - Salt Lake, Sector V  
Kolkata -700091**

**Sub: Request for Proposal for Selection of Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP mode.**

Dear Sir/Ma'am,

1. With reference to your RFP no..... dated..... I/We having examined all the relevant documents and understood their contents and hereby submit our Bid
2. This proposal is unconditional and unqualified.
3. I/We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the service provider, and in this regard we certify that all information provided in the Bid and in the Annexures is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
4. This statement is made for the express purpose of appointment as the Service provider for the aforesaid subject.
5. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Bid.
6. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/We certify that in the last three years, we or any of our Associates have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder.
8. I/We declare that:
  - (a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
  - (b) I/We do not have any conflict of interest in accordance with Clause 2.1.7 of the RFP;
  - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice,

Request for Proposal for Selection of Private Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP Mode

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undesirable practice or restrictive practice, as defined in Section 4 of the Bidding Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authorities or any other public sector enterprise or any government, Central or State; and

- (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. I/We understand that you may cancel the selection process at any time and that you are neither bound to accept any Bid that you may receive nor to select the Service Provider, without incurring any liability to the Bidders in accordance with Clause 2.8 of the Bidding Document.
10. I/We declare that we are not a member or associate or entity of any other Bidder applying for selection as the Service Provider.
11. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of the Service provider or in connection with the selection process itself in respect of the subject line.
14. I/We agree and understand that the Bid subject to the provisions of the Bidding Document. In no case, shall I/we have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
15. I/We agree to keep this offer valid for 180 (One Hundred and Eighty) days from the Bid Due Date specified in the RFP.
16. A Power of Attorney in favour of the authorized signatory to sign and submit this Bid and documents is attached herewith.
17. In the event of my/our firm being selected as the service provider, I/we agree and undertake to provide the services in accordance with the provisions of the RFP.
18. I/We have studied the RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to

Request for Proposal for Selection of Private Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP Mode

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the selection process including the award of the Project.

19. The Technical Bid read with the Financial Bid shall constitute the e-Bid which shall be binding on us.

20. I/We agree and undertake to abide by all the terms and conditions of the Bidding Document.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bidding Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

Date:

Place:



**Annexure III: Details of the Bidder**

**Details of the Bidder:**

Name of the Bidder	
Constitution of the Bidder (e.g. public limited, private limited, partnership, society, proprietorship etc.)	
Nature of Business/activities of the Bidder	
Year of incorporation of the Bidders	
Registered Address of the Bidders/Lead Member of the Consortium	
Head Office Address	
Number of branch offices in West Bengal and address	
EPF details	
ESI details	
PAN/TAN details	
GST details	
Details of Labour contract	
Name, designation of top management of the Bidder	
Name, designation and contact details of the authorized person	Name: Designation: Mobile Number: Email Id:

**In case of a Consortium:**

- The information above (1-4) should be provided for all the members of the Consortium.
- A copy of the Joint. Bidding Agreement, as envisaged in the RFP should be attached to the Bid.
- Information regarding role of each member should be provided as per table below:

Sl. No.	Name of Member	Role*	Percentage of equity in the Consortium
1.			
2.			

Note: The role of each member, as may be determined by the Bidder should be indicated.

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**The following information shall also be provided for each member of the Consortium**

**Name of Bidder/ member of Consortium:**

No.	Criteria	Yes	No
a.	Has the Bidder/ constituent of the Consortium been barred by the [Central/ State Government, or any entity controlled by them], from participating in any project[s]		
b.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
c.	Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

A statement by the Bidder and each of the members of its consortium (where applicable) disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past are given below (Attach extra sheets, if necessary):

Authorized Signature

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

*Note: The Bidder shall be required to attach copy of its registration/incorporation documents in support of its constitution*

**Annexure IV: Technical Capacity of the Bidder**

**Details of work pertaining to eligible projects executed by the Bidder**

Bidder Type	Name of the Project / Work relevant for qualification	Name of Client	Type of client (Government client/Private/Others)	Operating duration (Year) From....to....	Value of the project (Rs. in crore)	Nature of the project	Whether Certificate/work order/contract/auditor certificate of the project (Y/N)
Single Entity							
<b>Consortium</b>							
Lead Member							
Consortium Member 1							
Consortium Member 2							

**Note:**

- 1) In case of Bidder using strength of Associates, Bidder has to provide documentary proof of Association as per the definition of Associates in the RFP and the same shall be certified by Statutory Auditor of the Bidder.
- 2) Bidder to provide brief details of project for which experience is being claimed.
- 3) The Bidder shall need to submit the work order/contract copy/completion certificate for the above mentioned technical capacity. In case of projects owned by the Bidder, the Bidder shall need to submit the auditor certificate certifying the above mentioned details

Authorized Signature

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

**Annexure V : Financial Capacity of the Bidder**

(To be forwarded on the letterhead of the Statutory Auditor)

(In Rs. Crore)

S. No.	Entity	Average Annual Turnover for preceding three Financial Years (Rs. In Cr)		
		2018-19	2017-18	2016-17
1.				
<b>Average Annual Turnover</b>				
<b>Certificate from the Statutory Auditor</b>				
<p>This is to certify that .....(name of the Bidder) is having an Average Annual turnover of Rs .....Crores (Rupees ..... Crores only) for the last 3 Financial Years starting FY 2016-17 upto 2018-19.</p> <p>Name of Authorized Signatory:</p> <p>Designation:</p> <p>Name of Entity:</p> <p style="text-align: right;">(Signature of the Authorized Signatory)</p> <p style="text-align: right;">Seal of the Entity</p>				

**Instructions:**

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date.
2. The financial statements shall include the following:
  - a. Bidder needs to fill the Average Annual Turnover for preceding three financial years.
  - b. reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
  - c. be audited by a statutory auditor; Bidder to provide copy of the last 3 years Audited Financial Statement
  - d. be complete, including all notes to the financial statements; and
  - e. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Request for Proposal for Selection of Private Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP Mode

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**Annexure VI: Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Dated:

**To,  
Secretary, PPP Cell Health & Family Welfare  
III Floor – B- Wing, Swasthya Bhawan  
GN 29, - Salt Lake, Sector V  
Kolkata -700091**

**Sub: Request for Proposal for Selection of Private Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP Mode**

Dear Sir/Ma'am,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP.

We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of

Authorized signatory

**Annexure- VII: Power of Attorney for signing of Bid**

(To be submitted on a Non-judicial Stamp Paper of Rs. 100/-)

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the \*\*\*\*\* Project[s] proposed or being developed by the \*\*\*\*\* (the "Authority") including but not limited to signing and submission of all applications/proposals, bids and other documents and writings, participate in Pre-Bid and other conferences and providing information/ responses to Health & Family Welfare Department, Government of West Bengal, representing us in all matters before Health & Family Welfare Department, Government of West Bengal, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Health & Family Welfare Department, Government of West Bengal in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with Health & Family Welfare Department, Government of West Bengal.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

For -----

(Signature)

(Name, Title and Address)

Witnesses:

1

2

Accepted

(Signature)

(Name, Title and Address of the Attorney)

[Notarized]

Request for Proposal for Selection of Private Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP Mode

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**Notes:**

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*



**Annexure- VIII: Power of Attorney for Lead Member of Consortium**

(To be provided on Rs. 100 Stamp Paper and Notarised)

Whereas the \*\*\*\*\* (“Health & Family Welfare Department, Government of West Bengal.”) has invited Bids from interested parties for the \*\*\*\*\* Project (“the Project”).

Whereas, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project[s] in accordance with the terms and conditions of the Request for Proposal document (RFP), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_ having our registered office at \_\_\_\_\_, and \_\_\_\_\_ having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S \_\_\_\_\_ having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the project, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the Bid of the Consortium and submission of its bid[s] for the Project[s], including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid[s] of the Consortium and generally to represent the Consortium in all its dealings with Health & Family Welfare Department, Government of West Bengal., and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid[s] for the Project[s] and/ or upon award thereof till the concession Agreement is entered into with Health & Family Welfare Department, Government of West Bengal.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS

Request for Proposal for Selection of Private Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP Mode

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POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2019

For \_\_\_\_\_  
(Signature)

(Name & Title)

For \_\_\_\_\_  
(Signature)

(Name & Title)

Witnesses:

1

2

(Executants)(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

**Annexure IX: Litigation History**

(To be provided by the Bidder, if applicable)

**i) Number of cases**

SI No	Description	No. of Cases
1	Pending in court	
2	Pending in Tribunal	
3	Pending in Arbitration	
4	Any other Authority	

**ii) Brief history of each case mentioned above including**

SI No	The names of the parties	Subject matter of dispute	Date of initiation/filing / commencement of the case	Present position of the case
1				
2				
3				
4				

(Signature, name and designation of the authorized signatory)  
(Name and seal of the Bidder)

**Annexure X: Joint Bidding Agreement**

(To be provided on Rs. 100 Stamp Paper and Notarised)

This Joint Bidding Agreement (JBA) entered into this .....day of .....2019 at .....

**Among**

M/s ....., a ....., having its registered office at .....(hereinafter referred to as the Lead Member/First Part, which expression shall, unless repugnant to the context include its successors and permitted assigns)

**And**

M/s ....., a ....., having its registered office at ..... (hereinafter referred to as the Other Consortium Member/Second Part, which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned Parties of the First and Second Part shall collectively be referred to as “the Parties” and individually as “the Party”

WHEREAS Health & Family Welfare Department, Government of West Bengal, (hereinafter referred as the “**Authority**”) intends to promote private sector participation for “Selection of Service Providers for Establishment, Operation & Maintenance of Mechanized laundry Services **located at nine different Government Hospitals in West Bengal on PPP mode**”. and pursuant to said objective has invited Request for Proposal No....., dated .....(the RFP) for qualification and shortlisting of bidders for selecting the Preferred Bidder to undertake the “**Request for Proposal for Selection of Private Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP Mode**”. (herein after called the “**Project**”)

AND WHEREAS the Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other bid documents in respect of the Project, and

AND WHEREAS it is a necessary condition under the RFP that the members of the Consortium shall enter into a JBA and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Concession Agreement.

## **2. Consortium**

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

## **3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the preferred Bidder and awarded the Project, it shall incorporate a special purpose company (the “**Concessionaire**”) under section 8 of the Companies Act, 2013, for executing the Concession Agreement with the Authority and for performing all its obligations as the concession in terms of the concession Agreement executed with respect to the Project.

## **4. Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium {Financial Member} and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the end of Concession Period under the concession Agreement when all the obligations of the Concessionaire shall become effective;
- b) Party of the Second Part shall be the Technical Member of the Consortium;

## **5. Joint and Several Liabilities**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till Concession Period for the Project under and in accordance with the concession Agreement.

## **6. Shareholding in the Concessionaire**

- 6.1 The Parties agree that the proportion of shareholding among the Parties in the Concessionaire shall be as follows:

First Party:

Second Party:

- 6.2 The Parties undertake that they shall collectively hold at least 100% (Hundred per cent) of the subscribed and paid up equity share capital of the Concessionaire during the Concession Period.
- 6.3 The Parties undertake that the Lead Member shall be required to hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the Concessionaire at the time of formation of the SPV and no change in the shareholding of the SPV be allowed during the Concession Period.
- 6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP and the concession Agreement.

## **7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this JBA that:

- a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this JBA;
- b) The execution, delivery and performance by such Party of this JBA has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this JBA for the delegation of power and authority to execute this JBA on behalf of the Consortium Member is annexed to this JBA, and will not, to the best of its knowledge:
- i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
  - iv. violate any clearance, permit, License, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this JBA;
- c) this JBA is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

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- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this JBA.

**8. Termination**

This JBA shall be effective from the date hereof and shall continue in full force and effect until the Concession Period for the Project under and in accordance with the concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the JBA will stand terminated.

**9. Miscellaneous**

- 9.1 This JBA shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this JBA shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS JBA AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED  
DELIVERED For and on behalf of  
behalf of  
SECOND PART by:

SIGNED, SEALED AND  
For and on  
LEAD MEMBER by:

(Signature)  
(Name)  
(Designation)  
(Address)

(Signature)  
(Name)  
(Designation)  
(Address)

In the presence of:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_



### **Annexure XI: Format of Bid Security**

(To be provided by the Issuing Bank on a Non-judicial Stamp Paper of Rs. 100/-)

This Deed of Guarantee is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_ by \_\_\_\_\_ a Scheduled Commercial Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office/ Registered Office at \_\_\_\_\_ and inter alia a Branch Office at Kolkata, West Bengal (hereinafter referred to as **“the Bank”** or **“the Guarantor”**, which expression shall, unless it be repugnant to the subject or context hereof, be deemed to include its successors and assigns) in favor of **‘Department of Health and Family Welfare, Government of West Bengal’** (hereinafter referred to as the **“Authority”** which expression shall, unless it be repugnant to the subject or context hereof, be deemed to include its successors and assigns).

WHEREAS, the Authority undertook the process of competitive Bidding in order to select the most desirable Company/ Society/ Trust/Partnership firm/LLP to execute the **Project of, Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP Mode.**

WHEREAS, [name of Bidder] (hereinafter called **the “Bidder”**) has submitted the Bid dated [date] for the execution of the Project (hereinafter called the **“Bid”**).

In the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;

Or

If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.

Or

If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of the RFP;

Or

If the Bidder does not accept the correction of errors in its Bid, pursuant to the RFP

In the case of the Successful Bidder, if the Bidder fails within the specified time limit to:

- To sign and return the duplicate copy of Lol;
- Sign the Concession Agreement;
- any other conditions, with respect to the Bidder as well as the Preferred Bidder, for which forfeiture of Bid Security has been provided under the RFP.

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The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to the Authority a sum of Rs...../ (in words Only) without any protest or demur and upon receipt of first written demand from the Authority, without having to substantiate his demand.

This Guarantee will remain in full force for a period of 180 days from the Bid Due Date or as it may be extended by the Authority. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The jurisdiction in relation to this Guarantee shall be the Courts at Kolkata and Indian Law shall be applicable.

The claim in respect of this Bank Guarantee can also be lodged at any of our Kolkata Branches.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this \_\_\_\_\_ day of \_\_\_\_\_ and year first herein above written.

Signed and delivered by the above named \_\_\_\_\_ Bank by

its Authorised Signatory as Authorized by

Board Resolution passed on \_\_\_\_\_/

Power of Attorney dated [.....]

Authorised Signatory

Name :

Designation:

In the presence of:

1.

2.

**Annexure XII: Financial Bid Format**

**Form I: Covering Letter for Financial Bid**

*(To be submitted on letterhead of the applicant)*

Dated:

To,

**Secretary, PPP Cell, Health & Family Welfare  
4th Floor – B- Wing, Swastha Bhaban  
GN 29, - Salt Lake, Sector V  
Kolkata -700091**

**Sub: Request for Proposal for Selection of Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP mode**

Dear Sir/Ma'am,

**Dear Sir,**

I/ We, the undersigned, offer to provide the services for the above project in accordance with RFP dated \_\_\_\_\_ our Financial Bid (service fee) is for the t to the amount mentioned in the Bill of Quantity (BOQ) exclusive of applicable GST.

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

Date:

Place:

*Note-*

*Financial bid must be submitted in prescribed mode of e tender process in Bill of Quantity (BOQ) through web portal (<https://wbtenders.gov.in>).*

**Form II: Details of Financial Quote**

**Name of the Bidder/Consortium:** .....

\* As per the Bill of Quantity (BOQ)

**(Signature, name and designation of the authorized signatory)**

**(Name and seal of the Bidder)**

Date:

Place:

**Annexure XIII: Format of Affidavit**

((To be provided on Rs. 100 Stamp Paper and Notarised))

I.....s/d/w/o.....residing at.....the owner/Partner/Proprietor/Director/Managing Director/Chairman of M/s....., having its registered office at.....do hereby solemnly affirm and declare that the M/s..... is not barred or blacklisted by the Government of India, Government of West Bengal or by any State Governments in India for breach of contractual conditions and there are no ongoing criminal cases/vigilance enquiries/labor dispute against the firm/organization/company/Society or its owners/Partners/Directors/Chairman and he/she never been convicted by any Hon'ble Court of law.

Authorized signature

Name

Designation

Date

Place

Request for Proposal for Selection of Private Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities located at nine different Government Hospitals in West Bengal on PPP Mode

BOQ						
To be uploaded with digital signature of authorized personnel of Bidder						
Tender inviting Authority : Secretary PPP, DoH&FW, GoWB						
<b>Name of Work: Request for Proposal for Selection of Service Providers for Establishment, Operation, Maintenance and Management of Mechanized Laundry Facilities at nine different Government Hospitals in West Bengal on Public Private Partnerships (PPP) mode</b>						
RFP Reference No.. NIT/PPP/_ _ _/2018						
Bidder Name:						
Financial Bid						
(This BOQ template must not be modified / replaced by the Bidder and the same should be uploaded after filling the relevant columns, else the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender, Bidders are allowed to enter the Bidder Name and Value only)						
SI No.	Name of the location for establishment of Centralized Mechanized Laundry Facility for cluster of hospitals	Hospitals tagged with the Cluster	Rate in Rs/ Bed/Day (Rate in INR) (in numbers)	Tax	Total	Rate in Rs/ Bed/Day (Rate in INR) (in words)
1	North Bengal MCH	5 (Coochbehar, Jalpaiguri, Alipurduar, Darjeeling and Kalimpong)				
2	Malda MCH	3 (Malda, Uttar Dinajpur and Dakhin Dinajpur)				
3	Murshidabad old District Hospital Campus	2 (Murshidabad and Nadia part)				
4	Ashoknagar SGH	2 (North 24 Parganas and Nadia part)				
5	Vidyasagar SGH	2 (South 24 parganas and Diamond Harbour HD)				
6	Mayo Clinic -second campus of Kolkata MCH	4 (Kolkata, North 24 Parganas, Howrah and Hooghly part)				
7	Bankura MCH	5 (Bankura, Bishnupur HD, Purulia, Pashim Burdwan and Hooghly part)				
8	Kharagpur SDH, paschim medinipur	4 (Paschim Midnapur, Jhargram, Purba Medinipur and Nandigram HD)				
9	Bolpur SDH, Birbhum	3 (Birbhum, Rampurhat HD and Purba Burdwan)				