Notice Inviting e-Tender

West Bengal Medical Services Corporation Limited
Swasthya Sathi
GN-29, Salt Lake, Sector-V
Kolkata-700091

Phone No (033) 40340307/320
E mail: procurement@wbmsc.gov.in

Supply and Commissioning of Medical equipment for setting up of Pediatric Cardiac Evaluation and Cardiac Surgery Unit under Rashtrya Bal Swasthya Karyakram (RBSK) Group-B

(Submission of Bid through *online*)

Bid Reference No.: WBMSCL/NIT-104/2022	**Dated-21.03.2022**

1. West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Government of West Bengal to procure on their behalf for **Supply and Commissioning of Medical equipments for Pediatric Cardiac Evaluation and Cardiac Surgery Unit under Rashtrya Bal Swasthya Karyakram (RBSK) .**

2. WBMSCL hereby invites bids from eligible and qualified Tenderers for the supply of **Supply and Commissioning of Medical equipments for setting up of Pediatric Cardiac Evaluation and Cardiac Surgery unit** as per Schedule of Requirement.

3. Intending Tenderer may download the tender document from the e-tender portal of Govt. of West Bengal at wbtenders.gov.in and the website of WBMSCL at www.wbmsc.gov.in. The submission of bids should be through online only at wbtenders.gov.in. Earnest money to be drawn in favour of 'West Bengal Medical Services Corporation Limited' through online issued from any scheduled bank payable at Kolkata.

1. Non statutory documents, Bid – A, Bid – B & Bid – C are to be submitted concurrently.

Sd/-
Managing Director,

Table for Important Dates

Sl.	Items	Date(s)
1.	Date of uploading of N.I.T. Documents (online) / Date of Issue / Published on	21.03.2022
2.	Documents download start date (Online)	21.03.2022
3.	Date of **Pre Bid Meeting** with the intending Tenderers in the Conference Hall of **West Bengal Medical Services Corporation Limited**	24.03.2022 at 01:00 PM
4.	Bid submission start date (On line)	29.02.2022
5.	**Bid submission closing (On line)** Bid submission includes: i) Non statutory documents to be submitted under My Space (Each sub-category item should be in multiple page single PDF file) ii) BID – A (Should be in multiple page single PDF file) iii) BID – B (Should be in multiple page single PDF file) iv) BID – C (BOQ and price of consumables & spares etc.) **Detailed list of documents annexed at Section V Check-List Form** Non-statutory document (document uploaded in My Space), Bid – A & Bid – B constitute the technical bid and Bid – C is the financial bid. *Any wrong or misleading information provided by the Tenderer during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in WBMSCL for at least 5 years.* **Each scanned documents should have an index page indicating the name of the documents enclosed with page number.**	06.04.2022 up to 03:00 PM
6.	Last date of submission of: **i)** Earnest Money Deposit (Copy of receipt of online submission of EMD) **ii)** Hard copies of the documents uploaded in e-tender during bid submission. **No BOQ to be submitted in hard copy**. N.B.: 1) All the above documents are to be submitted at the registered office of WBMSCL. **It is essential that all documents in hard copy are to be placed before the Committee and arranged in the same sequence as given in the Check List. All the documents should be appropriately flagged.**	06.04.2022 after 03:00 PM
7.	Bid opening date for Technical Proposals **(Online)** (Bid A & B)	06.04.2022 after 03:00 PM
8.	Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the technical bid evaluation	To be notified later
10.	Functional demonstration of the equipment	To be notified later
9.	Submission of non-statutory wanting document (if any)	To be notified later
10.	Opening of Financial Bid **(Online)**	To be notified later

Section I: Instructions to Tenderers

A. Important information at a glance

(The item suffixed by "E" in bracket indicates Eligibility Criteria for a bidder)

1. **Tender Schedule Details**

ITEM NO.	ITEM	QTY	Warranty
1.	Vacuum suction for CPB machine	1	**2 Years**
2.	Sternal saw	1	**2 Years**
3.	Cardiac instruments sets	1	**2 Years**
4.	Formalin Chamber	5	**2 Years**
5.	Patient warming system with blankets	4	**2 Years**
6.	Flow inflating manual ventilation unit	5	**2 Years**

2. **Tender Fees : Exempted**

3. **Earnest Money Deposit (EMD) (E)**

ITEMS NO.	ITEM	AMOUNT IN INR	INSTRUMENT
1.	Vacuum suction for CPB machine	**1.5 lakh**	**Online**
2.	Sternal saw		
3.	Cardiac instruments sets		
4.	Formalin Chamber		
5.	Patient warming system with blankets		
6.	Flow inflating manual ventilation unit		

4. **Annual Turnover requirements: (E)**

The Tenderers should have annual sales turnover (i.e. total turnover of the company) of minimum on an average of last three financial years (2017-18, 2018-19 & 2019-20) as per the Audited Accounts of the Organization as mentioned in the table below:

ITEMS NO.	ITEM	Annual Turnover in Crore Rs.
1.	Vacuum suction for CPB machine	3.0
2.	Sternal saw	
3.	Cardiac instruments sets	
4.	Formalin Chamber	
5.	Patient warming system with blankets	
6.	Flow inflating manual ventilation unit	

5. (**a) Time for Supplies & Commissioning of work from the date of issuance of Award of Contract**

ITEMS NO.	ITEM	Time
1.	Vacuum suction for CPB machine	25 days
2.	Sternal saw	
3.	Cardiac instruments sets	
4.	Formalin Chamber	

5.	Patient warming system with blankets	
6.	Flow inflating manual ventilation unit	

(b) **Payment Terms**

I. General Terms

(i) The payment to manufacturing company or its subsidiary in India will be made under Delivered Duty Paid contract.

(ii) The Tenderers should only quote in INR.

II. Payment terms for Manufacturer/Indian Distributor

A. 80 % of the Base Price of the Equipment along with applicable GST shall be paid after delivery and furnishing of Consignee Receipt Certificate (CRC) as per **Format 3a**.

B. Remaining 20% of the Base Price of the Equipment along with applicable GST shall be paid after successful installation, commissioning and initial end user training by the authorised service team of the supplier and furnishing of Satisfactory Installation Certificate (SIC) as per **Format 3b**. The SIC shall be signed by the facility / end user or issued after joint certification by authorised official(s) from WBMSCL and the facility/ end user.

Note:

Submission of required Performance Bank Guarantee and signing of Agreement are mandatory for the processing of any Payment.

Base Price of Equipment(s) includes value of goods, accessories & ancillaries, freight charges, installation, commissioning, end user training as many number of times as required during the period of warranty and any other charges as applicable excluding GST. Applicable GST will be paid extra.

6. **Performance Security (PS)**

(In the form of unconditional and irrevocable Bank Guarantee)

3% of the Bid Value (Validity should be till the completion of Warranty + 60 days).

7. **Who can Bid (E)**

a) Manufacturing Company or its subsidiary in India.

Or

b) Manufacturer's Authorized Distributor or Business Partner or Agency

All the categories of the bidders should agree to remain responsible for providing Comprehensive Maintenance Services (including all spares) and consumables for the entire useful life of the Equipment during warranty and after expiry of the Warranty Period.

8. **Service Up time in Warranty & CMC**

Working condition for a minimum period of 354 days out of a period of 365 days. (i.e. 97% uptime)

The response time to any fault should be not more than 6 hrs after call is logged.
Call Log by E-mail/Fax.
The response time to any fault should be not more than 6 hrs. Time for rectification should not be more than 24 hours

Maximum Downtime allowed without penalty: 48 hours. In case equipment is not useable beyond the stipulated maximum down time the supplier will be required to install alternative equipment for providing uninterrupted service. Penalty beyond 12 hours of non physical attendance: Rs 5000 per 24 hour for all schedule Penalty for Downtime after 48hrs: Rs 10000 per 24 hour per machine for all Schedule

9. **Liquidated damages for Delayed Delivery/Delayed setting up of Services**

The percentage of 0.5% of the Invoice price for each week or part thereof, of delay until actual delivery or performance, up to a maximum deduction of 5% of the Invoice price.

10. **Experience and Technical Capacity (E)**

Tenderers shall invariably furnish documentary evidence / Client's certificate of **at least 3 (three) users** of the quoted model in support of the satisfactory operation in India.
The bidders / manufacturers should have installed & provided after sales services of the equipments of any model of the same make of at least 10% of the tender quantity for last 2 years at Govt. or Private Hospitals in India.

11. **Preference for S.S.I. units registered in West Bengal & PSUs in West Bengal:**
Preference will be given to the S.S.I. units registered in West Bengal & PSUs in West Bengal and State Based Other Manufacturers as per West Bengal Financial Rule incorporated under notification No. 10500-F dated 19.11.04 as amended hereafter.

Exemption from payment of earnest money for tenders, payment of security deposits, if selected and price preference for S.S.I. units registered in West Bengal & PSUs in West Bengal will be given as per West Bengal Financial Rule incorporated under Finance Department notification No. 10500-F, dated 19.11.2004 read with its amendments.

Bidders should upload valid registration certificate / document issued by Government authority in support, if aforesaid exemption has been applied for. Any bid without EMD is liable to be cancelled, if requisite document in support of availing such exemption(s) is not submitted.

Note1: Warranty and CMC includes the equipment (including all accessories, ancillaries as given in the specification of the particular equipment)

Note2: The Tenderers, who have downloaded the bid documents, shall be solely responsible for checking these websites for any amendment, addendum issued subsequently to the bid document and takes into consideration the same while preparing and submitting the bids.

Bids will be opened in the presence of Tenderers' representative who chooses to attend on the specified date and time. However, opening of bids will not be stopped for absence of any bidder or his authorized representative at the notified time.

Note 3: Service Centers

- Preferably in three locations at Kolkata, Siliguri and Durgapur

Note 4: In case extension required, Bank Guarantees are to be renewed prior to 30 days of their expiry.

12. **General Instructions**

a. Bidders are requested to study the tender document, terms & conditions carefully before submitting their bids. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.

b. Tender documents should be downloaded from the E-tender portal of Govt. of West Bengal at wbtenders.gov.in and the website of WBMSCL at www.wbmsc.gov.in. The submission of bids should only be through online at wbtenders.gov.in.

c. All pages of the bid submitted must be signed and sequentially numbered by the Bidder. All information in the offer must be in English. Information in any other language must be translated to English. Failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between the offer in a language other than English and its English translation, the English translation will prevail.

B. General

13. **Scope of Bid**

14.1 The type of goods and related services to be purchased is: **Supply and Commissioning of Medical equipments for Pediatric Cardiac Evaluation and Cardiac Surgery Unit under Rashtrya Bal Swasthya Karyakram (RBSK)**

14. **Source of Funds**

15.1 Funds received from the **Department of H & FW,** for the procurement of Medical Equipments on behalf of the **Department of H & FW**.

15. **Fraud and Corruption**

i) It is WBMSCL policy to require that Tenderers, suppliers and contractors and their subcontractors under WBMSCL contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, WBMSCL:

(a) Defines, for the purposes of this provision, the terms set forth below as follows:
   (i) Bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;
   (ii) Extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;
   (iii) Fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of WBMSCL or other participants;
   (iv) Collusion is the agreement between Tenderers designed to result in bids at artificial prices that are not competitive.

(b) Will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;

(c) Will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a WBMSCL registered Vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;

(d) Will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;

(e) Will normally requires a WBMSCL vendor to allow WBMSCL, or any person that WBMSCL may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

ii) Any vendor participating in WBMSCL's procurement activities, shall facilitate to WBMSCL personnel upon first request, all documents, records and other elements needed by WBMSCL to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from WBMSCL vendor roster and may lead to suspension following review by WBMSCL Vendor Review Committee.

iii) It is required that Vendors, their subsidiaries, agents, intermediaries and principals cooperate with WBMSCL Internal Audit Group as well as with other investigations authorized by WBMSCL or by the Government of West Bengal or the Central Government as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow WBMSCL to repudiate and terminate the contract and to debar and remove the supplier from WBMSCL's list of registered vendors.

16. **Eligible Tenderers**

i) A Tenderer and all parties constituting the Tenderer may have the nationality of any country.

ii) A Tenderer shall not have a conflict of interest. All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by WBMSCL to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under these Bidding Documents ; or

iii) A Tenderer that is under a declaration of ineligibility by WBMSCL in accordance with Instructions to Tenderers at the date of contract award, shall be disqualified. Tenderers shall not be eligible to submit a bid when at the time of bid submission:

- Suppliers are already suspended by WBMSCL; or,
- Suppliers are suspended by the Government of West Bengal or Central Government or any other State Government or WBMSCL,
- Suppliers have been declared ineligible by Government of West Bengal or Central Government or any other State Government or WBMSCL.

17. **Eligible goods and related services**

i) All the goods and related services to be supplied under the Contract may have their origin in any country.

ii) For purposes of this Clause, the term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

C. Contents of Bidding Documents

18. **Sections of Bidding Documents**

i) The Bidding Documents consist of:
- Section I. Instructions to Tenderers
- Section II. General Conditions for Goods (GCG)
- Section III. Special Conditions of Contract (SCC)
- Section IV. Schedule of Requirements
- Section V. Bidding Forms
- Section VI. Contract Forms

ii) The Tenderer is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding. Documents may result in the rejection of the bid.

iii) Tenderers are cautioned to read the specifications carefully (see Section IV - Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Tenderers are encouraged to advise WBMSCL, if they disagree.

iv) The specifications are the minimum requirements for the products. Products offered must meet or exceed requirements mentioned in technical specifications. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

19. **Clarification of Bid Document**

i) A prospective Tenderer requiring any clarification of the Bidding Documents shall contact WBMSCL in writing at procurement@wbmsc.gov.in

20. **Amendment of Bid Document**

i) At any time prior to the deadline for submission of bids, WBMSCL may amend the Bid Document by issuing amendment to be uploaded in the e-tender portal & website of WBMSCL.

ii) To give prospective Tenderers reasonable time in which to take an amendment into account in preparing their bids, WBMSCL may, at its discretion, extend the deadline for the submission of bids.

D. Preparation of Bids

22. Tenderers are to prepare and submit the following:

i) Non statutory documents to be submitted under My Space
ii) BID – A (Should be in multiple page single PDF file)
iii) BID – B (Should be in multiple page single PDF file)
iv) BID – C (BOQ and Cost of Consumables & Spares)

Details are given in "Submission and Opening of Bids"

23. Cost of Bidding

The Tenderer shall bear all costs associated with the preparation and submission of its bid.

24. Language of Bid

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and WBMSCL, shall be written in the English language. Supporting documents and printed literature that are part of the Bid, if submitted in any other language provided they are accompanied by an accurate translation of the relevant passages into English and duly authenticated.

25. Alternative Bids

Alternative Bids will not be accepted.

26. Bid Prices

26.1 The prices in the BOQ shall conform to the requirements as specified in the tender.

26.2 The Incoterms shall be governed by the rules prescribed in the Incoterms 2010, published by The International Chamber of Commerce.

26.3 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account.

27. Currencies of Bid

1) The Tenderer shall quote in INR only.

28. Documents Establishing the Conformity of the Goods and Related Services

To establish the conformity of the goods and related services to the Bidding Documents, the Tenderer shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, Schedule of Requirements.

29. Documents Establishing the Qualifications of the Tenderer

As per Form 2: Check-List of Section V of the bid document.

30. Period of validity of Bids

30.1 Bids shall remain valid for a period of **2 (two)** years from last date of online submission of bid. A bid valid for a shorter period than specified in previous lines shall be rejected by WBMSCL as non responsive.

30.2 In exceptional circumstances, prior to the expiration of the bid validity period, WBMSCL may request Tenderer to extend the period of validity of their bids and EMD. In the event of the request for such extension beyond bid validity period, the bidder may or may not accept such request. In case, the bidder refuses to accept the request, the EMD of the bidder shall not be forfeited.

31. Period of validity of the bid price:

The bid price shall remain valid for a period of **2 (two)** years from the date of signing of the contract.

32. Earnest Money Deposit (EMD):

32.1 The EMD shall be paid, in favour of "**West Bengal Medical Services Corporation Limited"**, **GN-29, Swasthya Bhawan, Sec-V, Salt Lake, Kolkata- 700091** in the amount as provided in the **Schedule of Requirements** *and* denominated in INR.

32.2 **Any bid not accompanied by a substantially responsive EMD in accordance with Instructions to Tenderers shall be rejected by** WBMSCL **as non-responsive.**

32.3 The EMD of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to Instructions to Tenderers

32.4 The EMD may be forfeited:

(a) if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer on the Bid Submission Form, except as provided in Instructions to Tenderers; or

(b) if the successful Tenderer fails to:

(i) sign the Contract in accordance with Instructions to Tenderers;

(ii) furnish a Performance Security in accordance with Instructions to Tenderers ;

33. Signing of Bid – The bid document should be digitally signed and uploaded on the E-tender portal.

34. Withdrawal, Substitution and Modification of Bids

34.1 The bid once submitted cannot be withdrawn but prior to the deadline prescribed for submission of bids, a Tenderer may substitute, or modify its Bid after it has been submitted.

34.2 The objective of this bid is to ensure supply of best quality equipment at the most competitive price. If at any stage of the bidding, including at the stage of financial evaluation, it appears that the tendered rate is artificially hiked or is much lower compared to the prevailing market price and available rates of similar or identical composition with the government, WBMSCL reserves the right to cancel the bids.

35. Confidentiality

Any effort by a Tenderer to influence WBMSCL in the examination, evaluation, comparison of the bids or contract award decisions may result in the rejection of its Bid.

Notwithstanding Instructions to Tenderers from the time of bid opening to the time of Contract Award, if any Tenderer wishes to contact WBMSCL on any matter related to the bidding process, it should do so in writing.

E. Submission and Opening of Bids

36. The following are to be submitted:

i) Non statutory documents to be submitted under My Document

(Each sub-category item should be in multiple page single PDF file)

Guidelines for uploading documents in <u>My Document</u>:

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	a) PAN Card b) GST registration Certificate
2	CREDENTIAL	CREDENTIAL 1	Performance Statement Form (For the period of last three calendar years ending December 2021) - Form 6 of Section V Should be supported with documentary evidence (copy of work orders along with proof of payment received / copy of work orders along with installation certificate) that the bidder have supplied Medical equipment in Hospitals in India during the last 3 (three) Financial Years (FY)
3	DECLARATION	DECLARATION1	Income Tax returns for assessment year (2017-18, 2018-19, 2019-20)
		DECLARATION2	Tender Form as per Form 1
4	EQUIPMENT	MACHINERIES 1	Manufacturer's Authorization (If applicable) as per Form 5 of Section V

(ii) Statutory Documents

(a) BID – A (Should be in multiple page single PDF file)

1. EMD (Scanned copy of the instrument through which EMD have been submitted) in online and in the form of Bank Guarantee (BG), if applicable.

(b) BID – B (Should be in multiple page single PDF file)

1	Model of the equipment offered for **(Self Declaration)** with Technical Data Sheet
2	Comparative Data Table of the Technical Specifications (Form No. 4 of Section V)
3	1 set of Brochure of the offered product / model.
4	CE ("Conformite Europeene") from European Union notified body having 4 digit identification number/ US FDA /BIS CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits
5	Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any]
6	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2017-18, 2018-19 & 2019-20) (in INR) - to be certified by practicing Chartered Accountant as per format given in **FORM 9**
7	**Form 10**: Declaration of Quality Certification of Equipment (as applicable)

Non-statutory document (document uploaded in <u>My Space</u>), Bid – A & Bid – B constitute the technical bid

iii) BID – C [Bill of Quantity (BOQ) and Prices for Consumables & Spares]
BOQ shall contain the financial quotes in respect of
Base Price of Equipment (BP): includes value of goods, accessories & ancillaries, freight charges, installation, commissioning, end user training as many number of times as required during the period of warranty and any other charges as applicable excluding GST. Applicable GST will be paid as extra.

iv) Comprehensive Maintenance Contract (CMC): The selected bidder shall enter into CMC after expiry of warranty and CMC should include the following:

i) The equipment including all other accessories and ancillaries as given in the specifications of the equipment including UPS, UPS Battery, etc.

The equipment wise list for preventive maintenance is given in the table below,

Equipments	**Mandatory preventive Maintenance Service (PMS) visit per year**		**Remarks**
	Warranty	**CMC**	
For all items	**3**	**3**	1. Supplier/ authorised service provider must attend all breakdown calls during warranty / CMC period. 2. The supplier should provide Preventive Maintenance Services (PMS) yearly / bi - yearly / quarterly in equal interval to fulfill the minimum number of mandatory PMS as recommended in the previous column during warranty / CMC period. 3. The preventive maintenance includes testing & calibration as per technical / service / operational manual, spares, all software updates and labour.

The Tenderer should upload the following statements in PDF in addition to BOQ in .xls
(i) Cost of Consumables & Spares as per Form 8 (a) and 8 (b).

The cost for Year wise CMC charges after completion of 2 (Two) years warranty in percentage of the sum of quoted price of the equipment in the BOQ to be paid to the selected bidder(s) in the following manner:

ITEM	CMC charges in percentage(%) for Year1	CMC charges in percentage(%) for Year2	CMC charges in percentage(%) for Year3	CMC charges in percentage (%) for Year4	CMC charges in percentage(%) for Year5
For all items	3.0	3.25	3.50	3.75	4.0

Comparison of Financial Bids would be based on the quoted Basic Price of the equipment quoted by the bidder. The rates quoted shall be firm and no variation will be allowed during the period of contract.

Tenderer should upload the following statements in PDF in addition to BOQ in .xls
(ii) Breakup for Duties and Taxes (as per Form 7 of Sec V for equipment.
(iii) Cost of Consumables & Spares as per Form 8(a) and 8(b).

Detailed list of documents annexed at Form 1 Check-List Form, Section V

N.B.

a) Any wrong or misleading information provided by the Tenderer during submission of bids may lead to summary cancellation of bid, blacklisting in WBMSCL for at least 5 years and forfeiture of EMD.
b) Each scanned documents should have an index page indicating the name of the documents enclosed with Page no.
c) The Earnest Money will be refunded within 15 days after finalization of the tender and/ or submission of Performance Bank Guarantee.

F. Evaluation and Comparison of Bids

37. Evaluation of Bids

(A) Technical Evaluation

During the tender evaluation process **Non-statutory document** (document uploaded in My Space), **Bid – A** & **Bid – B** constituting the technical bid will be opened first and evaluated. The determination of Technical qualification status of a bidder will be based on the following:

i) **Scrutiny of Form 1 (NIT Acceptance Form) duly notarized**

ii) **Scrutiny of documentary evidence as per Form 2: Check-list, Section V of Bid document submitted by the Tenderers**

iii) **Evaluation of Spec indicator:**

Bidders will have to arrange for functional demonstration of the offered equipment on the notified date. The evaluation of the spec indicator will be made based on the reports of the functional demonstration of the equipment. The functional demonstration (i.e. onsite/offsite) of the equipment is purely at the discretion of the Technical Bid Evaluation Committee and its input shall be treated as only corroborative in nature and will not be a substitute for technical evaluation of the document submitted along with the bid. The decision of the Technical Committee in this regard will be final.

Bidder has to comply with all Essential parameters of the technical specifications except deviation(s) which will be considered minor and acceptable by the team of experts to be engaged by WBMSCL to take working / functional demonstration of the offered equipments.

A bidder will be considered technically qualified if,

1. Comply with i) & ii) and qualify in iii) above

B. Financial Evaluation

Financial Bids (Bid - C) of the technically qualified Bidders would only be opened. **Comparison of Financial Bids would be based on the quoted Basic Price in BOQ as mentioned in "Submission and Opening of Bids" quoted by the tenderers.**

THE DECISION OF THE WBMSCL AUTHORITY WILL BE FINAL AND BINDING IN THIS MATTER.

38. Responsiveness of Bids

38.1 WBMSCL's determination of a bid's responsiveness is to be based on the contents of the bid itself.

38.2 A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) Affects in any substantial way the scope, quality, or performance of the goods and related services specified in the Contract; or

(b) Limits in any substantial way, inconsistent with the Bidding Documents, **WBMSCL**'s rights or the Tenderer's obligations under the Contract; or

(c) If rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive bids.

WBMSCL considers material deviation to include but not to be limited to the following situations:

(d) <u>During technical evaluation of bids (verification of formal criteria)</u>:

- Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount or validity period.
- Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature in the key portions of the bid form,
- The Tenderer does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc.
- Specifications of the item quoted vary in one or more significant respect(s) from the minimum required Technical Specifications.

38.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by WBMSCL

39. Examination of Terms and Conditions and Technical Evaluation

39.1 WBMSCL shall examine the Bid to confirm that it does not contain material deviation or reservation related to the conditions and requirements specified in the GCC of Section II, SCC of Section III and in the Schedule of Requirements of Section IV.

39.2 If, after the examination of the terms and conditions and the technical evaluation, WBMSCL determines that the Bid is not substantially responsive in accordance with Instructions to Tenderers, it shall reject the Bid.

40. Domestic Preference

Companies based and manufacturing in India shall not be a factor in bid evaluation.

41. Financial evaluation

The financial bids of only those bidders who qualify in the technical bids will be opened.

42. WBMSCL's Right to Accept Any Bid and to Reject Any or All Bids

WBMSCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Tenderers.

G. Award of Contract

42. Award Criteria

42.1 In the event of a Contract award, WBMSCL shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

42.2 Before the award of Contract, WBMSCL may inspect the manufacturing facilities of the lowest evaluated responsive Tenderer to assess his capability to successfully perform the Contract as per the terms and conditions specified in the NIT.

43. WBMSCL's right to vary quantities

43.1 WBMSCL reserves the right to increase the quantity of 40% (Forty percent) or above in case of need / or to decrease the quantity of goods and related services by 40% (Forty percent) originally specified in Section IV, Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the Bid Documents.

44. Publication of Award of Contract

44.1 WBMSCL shall publish the Award of Contract in e-tender portal and its website

45. Signing of Contract

45.1 Prior to the expiry of the period of bid validity, WBMSCL shall issue Award of Contract (AOC). The draft agreement will be sent to the successful Tenderer along with the AOC and Special Conditions for Goods, if any.

45.2 Within *14 (fourteen)* days of receipt of the AOC, the successful Tenderer shall sign and return the agreement to WBMSCL along with the required value of Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL

46. Performance Security

46.1 Within *14* days of receipt of the AOC from WBMSCL, the successful Tenderer, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL in accordance with the GCC, using for that purpose the Performance Security Form included in Section VI, Contract forms, or another Form acceptable to WBMSCL. WBMSCL shall promptly discharge the Bid Securities of the unsuccessful Tenderers pursuant to Instructions to Tenderers.

46.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL and sign the agreement within 14(fourteen) days of issue of AOC shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

Note: - Working demonstration of all the offered goods within India shall be required to be arranged by the Tenderer before the Bid Evaluation Committee for technical evaluation, as and when requested to do so by the Technical Bid Evaluation Committee prior to the opening of the financial bids. The cost incurred for the tour of the members of technical bid evaluation will be entirely borne by WBMSCL. Choosing of site for onsite physical demonstration from the list of installations submitted by a bidder / the institutes who have issued satisfactory certificate to the bidder shall be on the discretion of WBMSCL.

Section II. General Conditions of Contract

In the event of an order and any dispute arising out of the same, the FIRST PARTY General Conditions of Contract will apply as under and all references to the General Conditions of Contract include (subject to all relevant approvals) a reference to these terms and conditions as amended, supplemented, substituted, novated or assigned from time to time. Each schedule and annexure referred to in these terms and conditions shall form part of these terms and conditions. The documents forming the supply contract shall be construed and interpreted so that, in the event there is any conflict or ambiguity between them, these terms and conditions shall prevail.

1. APPLICATION AND LEGAL STATUS OF THE PARTIES:

The General Conditions Of Contract incorporated in section –II shall be applicable for the purchase and supply of Eye Equipment For Multi / Super Speciality Hospitals of the government of West Bengal and to the extent the same are not superseded by the Special Conditions Of Contract prescribed under section III, section IV or Schedule of Requirement of this document.

WBMSCL and VENDOR shall respectively be referred to as "FIRST PARTY" & "SECOND PARTY" hereunder and each party acknowledges and agrees that:

1.1 Nothing contained in or relating to the contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. DEFINITIONS:

2.1 GOODS: Goods are hereinafter deemed to include, without limitation, such medicines, raw materials, components, intermediate products and products which the Tenderer is required to supply pursuant to the Purchase Order or Special Conditions of this Contract to which these General Conditions are attached. Services are hereinafter deemed to include services ancillary to the supply of the Goods including, without limitation transportation and supply at the point of consignee and such other obligations as required under this Contract.

2.2 TRADE TERMS: Whenever an Inco term is used in this Contract it shall be interpreted in accordance with the Incoterms 2010 and as the same has been judicially interpreted in India.

3. CONTRACT PRICE;

Prices charged by the Tenderer for the Goods supplied and the related services performed under the Contract shall not vary from the prices quoted by the Tenderer in its bid, with the exception of any price adjustment authorized in writing by FIRST PARTY.

4. PACKAGING OF THE GOODS:

4.1 The SECOND PARTY shall package the Goods for delivery with the best materials that are adequate to safeguard the Goods while in transit and with all due care

and according to the highest standards of export packaging for the type and quantities of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by FIRST PARTY as well as such other information as is customary for the Goods in question. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt, precipitation and open storage. The SECOND PARTY shall have no right to any return of the packing materials.

5. TRANSPORTATION AND FREIGHT:

Unless otherwise specified in the Contract (including in any INCOTERM 2010) the SECOND PARTY shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract and as defined in table **5. (b) Payment Terms of Section I: Instructions to Tenderers, under sub-section A. Important information at a glance.**

6. DELIVERY OF GOODS:

The SECOND PARTY shall hand over or make available the goods and the Consignees shall receive the goods (as per detail annexed in Section IV), at the place for the delivery of the Goods and within the time for delivery of the Goods specified a**s per table 5 (a) Date of supplies & commissioning at Section I: Instructions to Tenderers under sub-section A. Important information at a glance,** in the Contract. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless specifically stated in the Contract (including in any INCOTERM 2010) the entire risk of loss, theft, damage to, or destruction of the Goods shall be borne as defined in **table 5. (b) Payment Terms of Section I: Instructions to Tenderers, under sub-section A. Important information at a glance**.

7. INSPECTION OF THE GOODS:

7.1 All goods may be subjected to inspection and testing by FIRST PARTY or its designated representatives at all times and places including the period of manufacture and in any event prior to final acceptance by FIRST PARTY.

7.2 Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the SECOND PARTY of any of its warranties or the performance of any obligations under the Contract.

7.3 **For goods supplied from within or outside India.**

a) For goods supplied from within or outside India, Purchaser retains the right to perform pre-shipment inspection at the manufacturer's premises and an independent quality control laboratory testing **at its own cost.**

b) The Purchaser will retain the right to perform further inspections and quality testing at any time till the satisfactory installation of Goods, as it deems fit, **at its own cost.**

7.4 Should any inspected or tested goods fail to conform to the specifications, the purchaser shall reject them and the supplier shall replace the rejected goods free of cost to the purchaser, within a period of 30 (thirty) days of intimating such rejection.

8. ACCEPTANCE OF GOODS:

Under no circumstances shall FIRST PARTY be required to accept any goods that do not conform to the specifications of or requirements of the Contract. FIRST PARTY may condition acceptance of the goods upon the successful completion of acceptance tests, as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall FIRST PARTY be obligated to accept any goods unless and until FIRST PARTY has inspected the goods following commissioning of the goods in accordance with the requirements of the Contract. The goods shall be deemed to be accepted only after FIRST PARTY provides written acceptance.

9. REJECTION OF GOODS:

Notwithstanding any other rights of, or remedies available to, FIRST PARTY under the Contract, in case any of the goods is defective or otherwise does not conform to the specifications or other requirements of the Contract, FIRST PARTY may, at its sole option, reject or refuse to accept the goods and the SECOND PARTY agrees promptly to replace the goods with goods of equal or better quality.

10. TITLE:

Unless otherwise expressly provided in the Contract, title including the incidentals of the title and any legal or inchoate right and interest which may accrue in the said Goods shall pass from the SECOND PARTY to the FIRST PARTY upon delivery of the Goods and the acceptance of the same by the FIRST PARTY in accordance with the requirements of the Contract.

11. PERFORMANCE SECURITY:

11.1 Within *14* days of receipt of the AOC from WBMSCL, the successful Tenderer, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL a**s per table 6, Performance Security (PS) at Section I: Instructions to Tenderers under sub-section A. Important information at a glance** for an amount of 10% of the Contract Price (bid value)in full or in parts, valid up to 60 days after the date of completion of all contractual obligations, till the last date of warranty obligations.

11.2 Banks issuing Performance Securities must be acceptable to the FIRST PARTY, i.e. they have to be scheduled commercial banks.

11.3 Discharge of the Performance Security shall take place upon expiry of the Performance Security or the completion of all contractual liabilities of the Supplier as per as per table 6, Performance Security (PS) at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.

11.4 In the event of any amendment issued to the Contract, the Supplier shall, within 14 (fourteen) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.

12. WARRANTIES:

12.1 **Goods Warranties:**

Without limitation of any other warranties stated in or arising under the Contract, the SECOND PARTY warrants and represents that:

12.1.1 The Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known in writing by FIRST PARTY to the SECOND PARTY and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;

12.1.2 If the SECOND PARTY is not the original manufacturer of the Goods, the SECOND PARTY shall provide FIRST PARTY with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided hereunder;

12.1.3 The Goods are of the quality, quantity and description required by the Contract;

12.1.4 The Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets.

12.1.5 Unless otherwise indicated in the Technical Specifications, this warranty shall remain valid for 2 (two) years after the Goods have been commissioned at the final destination indicated in the Contract subject to issue of certificate regarding date of commissioning issued by the consignee.

12.1.6 During the warranty, free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier during the period of warranty.

12.1.7 If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

12.1.8 The supplier shall, at all times, indemnify and keep indemnified the purchaser , free of cost, against all claims which may arise in respect of goods and services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

12.1.9 The supplier shall be responsible and shall indemnify on account of any emission or radiation that may cause harm to the user of the supplied product.

12.1.10 The supplier shall visit each installation site as recommended in the manufacturer's technical/ service operational manual, but **at least once in three months** during the warranty period for preventive maintenance.

12.1.11 The Goods shall be new and unused. The SECOND PARTY shall remain responsive to the needs of FIRST PARTY for any services that may be required in connection with any of the SECOND PARTY's warranties under the Contract. All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by the Consignee in accordance with the Contract. During any period in which the SECOND PARTY's warranties are effective, upon notice by FIRST PARTY that the Goods do not conform to the requirements of the Contract, the SECOND PARTY shall replace the defective Goods with Goods of the same or better quality or fully reimburse FIRST PARTY for the purchase price paid for the defective Goods; and if having been notified by any means, the SECOND PARTY fails to replace the defective Goods within 30 days, FIRST PARTY may proceed to take such remedial action as may be necessary, at the SECOND PARTY's risk and

expense and without prejudice to any other rights which FIRST PARTY may have against the SECOND PARTY under the Contract. The reasonableness of the period of time granted for remedy is subject to the discretion of FIRST PARTY according to the circumstances of the Contract.

13. INDEMNIFICATION:

The SECOND PARTY shall indemnify, defend and hold the FIRST PARTY, the DoHFW and the Government agencies harmless against any or all proceedings, actions and third party claims arising out of a breach by the SECOND PARTY of any of its obligations under this agreement.

This indemnity shall be limited in respect of making harmless to the FIRST PARTY, the DoHFW and the Government agencies.
The bidder shall indemnify the FIRST PARTY against all actions, suits, claims and demands brought or made against it, in respect of anything done or committed to be done by the SECOND PARTY in execution of or in connection with the work of this contract and against any loss or damage to the FIRST PARTY in consequence to any action or suit, or a legal proceeding, being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free the FIRST PARTY from all demands or responsibilities arising from accidents or loss of life, on account of the bidder's negligence and responsibility. The bidder will pay all indemnities arising from such incidents without any extra cost to FIRST PARTY and will not hold the FIRST PARTY responsible or obligated. The FIRST PARTY may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or severely in case the latter chooses not to defend the case and /or proceeding.

14. LIQUIDATED DAMAGES:

Except under the circumstances of force majeure as described, if the SECOND PARTY fails to deliver any or all of the Goods by date(s) of delivery as per conditions of the contract, FIRST PARTY may, without prejudice to any or all its other remedies under the contract, deduct from the contract price, as per **table - 9 Liquidated damages for delayed delivery / delayed setting up of Services at Section I: Instructions to Tenderers under sub-section A. Important information at a glance**

15. BLACKLISTING:

Any manufacturer/ its subsidiary which has been black-listed by any Government Department/Agency in India during the last five years, would not be eligible to participate in the tender.

16. PENALTY FOR DEFAULT:

In case of failure by the Tenderer to perform according to this Contact to keep Service Up time in Warranty & CMC of all of the Goods, the Company may exercise one or several of the penal provisions **as per table – 8, Service Up time in Warranty & CMC at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.**

16.1 In addition to what has been stated above, the following sequence of penalties shall be imposed against offences mentioned against each:

Nature of offence	Penalty to be imposed

Any wrong or misleading information provided by the Tenderer during submission of bids	a. Forfeiture of EMD b. May lead to blacklisting in FIRST PARTY for at least 5 years
Non execution of agreement within 14 days of issue of AOC	a. Forfeiture of EMD b. Blacklisting for 5 years in FIRST PARTY c. Blacklisting to be circulated to all procurement agencies throughout the country
Supplying refurbished goods instead of new	a. Termination of Contract. b. Blacklisting in FIRST PARTY for 5 years. c. Blacklisting to be circulated to all procurement agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee. Lodging FIR.
Breach of Agreement	a. Termination of Contract. b. Blacklisting in FIRST PARTY for 5 years. c. Blacklisting to be circulated to all procurement agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee e. Lodging FIR

17. CHANGES IN QUANTITY:

FIRST PARTY reserves the right to increase the quantity of 40% (Forty percent) or above in case of need / or to decrease the quantity of goods and related services by 40% (Forty percent) originally specified in Section IV, Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the Bid Documents.

18. TERMINATION FOR CONVENIENCE:

18.1. FIRST PARTY may, upon notice to the Tenderer, terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall state that termination is for FIRST PARTY's convenience, the extent to which performance of the SECOND PARTY under the Contract is terminated and the date upon which such termination becomes effective.

18.2. In the event of Termination for Convenience, no payment shall be due from FIRST PARTY to the Tenderer except for Goods satisfactorily delivered and for the cost of such necessary work as FIRST PARTY may request the Tenderer to complete.

19. TERMINATION FOR DEFAULT:

19.1 FIRST PARTY, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the SECOND PARTY, may terminate the Contract, in whole or in part if:

19.1.1 The SECOND PARTY fails to deliver any or all of the Goods within the period specified in the Contract:

19.1.2 The SECOND PARTY fails to perform any other obligation under the Contract;

19.1.3 The SECOND PARTY, in the judgment of FIRST PARTY, has engaged in fraud and corruption, in competing for or in executing the present Contract;

19.1.4 The SECOND PARTY attempts to offer any direct or indirect benefit arising from or related to the performance of the Contract or the award there of to any representative, official, employee or other agent of FIRST PARTY or any organization of Health & Family Welfare Department, Government of West Bengal;

19.1.5 The SECOND PARTY is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

19.1.6 FIRST PARTY reasonably determines that the SECOND PARTY has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the SECOND PARTY to perform any of its obligations under the Contract.

19.1.7 Non-compliance of all statutory norms and applicable laws relating to the said contract will entitle FIRST PARTY to terminate the contract.

19.2 Upon occurrence of one or more of the events specified above, FIRST PARTY shall follow the procedure of issuing notice or show cause specifying the time frame and on being not satisfied with the explanation, be entitled to terminate the Contract immediately. The decision of FIRST PARTY shall be final and binding on the Tenderer.

20. CONSEQUENCES OF TERMINATION:

20.1. In the event of any termination of the Contract, upon receipt of notice of termination by FIRST PARTY, the SECOND PARTY shall, except as may be directed by FIRST PARTY in the notice of termination or otherwise in writing:

20.1.1 Take immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, including, but not limited to, fulfilling any outstanding orders for Goods under the Contract and in doing so, reduce expenses to a minimum;

20.1.2 Place no further orders for Goods or other materials, except as FIRST PARTY and the SECOND PARTY agree in writing are necessary to fulfil any outstanding order or to complete any portion of the Contract that has not been terminated;

20.1.3 Transfer title and deliver to FIRST PARTY any Goods remaining to be delivered as stipulated in the notice of termination; and

20.1.4 Take any other action that may be necessary or that FIRST PARTY may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the SECOND PARTY and in which FIRST PARTY has or may be reasonably expected to acquire an interest.

20.2. In the event of any termination of the Contract, FIRST PARTY shall not be liable to pay the SECOND PARTY except for those Goods delivered to FIRST PARTY in accordance with the requirements of the Contract, but only if such Goods were ordered, requested or otherwise provided prior to the SECOND PARTY's receipt of notice of termination from FIRST PARTY.

21. CONFIDENTIALITY:

21.1 FIRST PARTY and the SECOND PARTY, its agents, employees, sub-contractors and servants shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto, in connection with the Contract, whether such information has been furnished prior to, during or following competition or termination of the contract.

Notwithstanding the above, the SECOND PARTY may furnish to its sub-contractor such documents, data and other information it received from FIRST PARTY to the extent required for the sub-contractor to perform its work under the contract, in which event the SECOND PARTY shall obtain from such sub-contractor an undertaking of confidentiality similar to that imposed on the SECOND PARTY.

21.2 FIRST PARTY shall not use such documents, data and other information received from the SECOND PARTY for any purpose unrelated to the contract. Similarly, the SECOND PARTY shall not use such documents, data and other information received from FIRST PARTY for any purpose other than the performance of the contract.

21.3 The obligation of a party under the two foregoing paragraphs shall not apply to information that:

21.3.1 Now or hereafter enters the public domains through no fault of that party;

21.3.2 Can be proven to have been possessed by that party at time of disclosure and which was not previously obtained, directly, from the other party, or

21.3.3 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

22. FORCE MAJEURE:

22.1 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution insurrection, flood earthquake or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the SECOND PARTY. The SECOND PARTY acknowledges and agrees that, with respect to any obligation under the contract that the SECOND PARTY must perform any delays or failure to perform such obligation arising from or relating to harsh conditions within such areas shall not, in and of itself, constitute Force majeure under the contract. Further the SECOND PARTY acknowledges and agrees that scarcity of raw materials, power cut, workers unrest (even if wide spread) will not constitute force majeure under the contract.

22.2 In the event of and as soon as possible after the occurrence of any cause constituting Force majeure, the SECOND PARTY shall give notice and full particulars in writing to FIRST PARTY, of such occurrence or cause if the SECOND PARTY is thereby rendered unable, wholly or in part to perform its obligations and meet its responsibilities under the contract. The SECOND PARTY shall also notify FIRST PARTY of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the contract. Not more than fifteen (15) days following the provision of such notice Force majeure or other changes in conditions or occurrence, the SECOND PARTY shall also submit a statement to FIRST PARTY of estimated expenditure that will likely be incurred for the duration of the change in condition or the event. On receipt of notice or notices required hereunder, FIRST PARTY shall take such action as it considers, in its sole desertion, to be appropriate or necessary in the circumstances, including the granting to the SECOND PARTY of a reasonable extension of time in which to perform any obligations under the contract.

22.3 If an event of force majeure exists and the SECOND PARTY fails, within seven (7) days of such event to give notice in writing to FIRST PARTY and if the SECOND PARTY is rendered permanently unable, wholly, or in part, by reason of force

majeure to perform its obligations and meet its responsibilities under the Contract, FIRST PARTY shall have the right to suspend or terminate the contract on the same terms and conditions except that the period of notice shall be seven (7) days. In any case, FIRST PARTY shall be entitled to consider the SECOND PARTY permanently unable to perform its obligations under the contract in the case of the SECOND PARTY's suffering any period of suspension in excess of ninety (90) days.

22.4 In the event of force majeure the benefit accrued to the FIRST PARTY in terms of title and any accrued right thereof including all inchoate rights shall remain with the FIRST PARTY and the SECOND PARTY shall not have any claim with the same.

23. SOURCE OF INSTRUCTIONS:

The SECOND PARTY shall neither seek nor accept instructions from any authority external to FIRST PARTY in connection with the performance of its obligations under the contract. Should any authority external to FIRST PARTY seek to impose any instructions on the SECOND PARTYs regarding the SECOND PARTY's performance under the contract, the SECOND PARTYs shall promptly notify and shall provide all reasonable assistance required by FIRST PARTY. The SECOND PARTY shall not take any action in respect of its performance of the contract or otherwise related to its obligations under the contract that may adversely affect the interests of FIRST PARTY and the SECOND PARTY shall perform its obligations under the contract with the fullest regard to the interests of FIRST PARTY.

24. BENEFITS, CORRUPTION AND FRAUD:

24.1 The SECOND PARTY warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the contract or the award thereof to any representative, officials, employee, or other agent of FIRST PARTY or any official of the Health & Family Welfare Department, Government of West Bengal or any organization engaged in the procurement process whether during the period the contract is in process or before or after the contract is over. The SECOND PARTY acknowledges and agrees that any beach of this provision is a breach of an essential term of the contract as specified.

24.2 Corruption means the offering, giving, receiving or soliciting of, directly or indirectly, anything of value to influence the action of any FIRST PARTY representative, official, employee or agent of FIRST PARTY or any official of the Health & Family Welfare department, Government of West Bengal or any organization engaged in the selection process or in the execution of the contract.

24.3 Fraud means a misrepresentation or omission of facts in order to influence the selection process or the execution of the contract.

25. USE OF NAME OR OFFICIAL SEAL OF FIRST PARTY:

The SECOND PARTY shall not advertise or otherwise make public for purpose of commercial advantage or goodwill that it has a contractual relationship with FIRST PARTY, nor shall the SECOND PARTY, in any manner whatsoever use the name or official seal of FIRST PARTY, or any abbreviation of the name of the FIRST PARTY or Health & Family Welfare department, Government of West Bengal in connection with its business or otherwise without the written permission of FIRST PARTY.

26. ASSIGNMENT:

26.1 The SECOND PARTY shall not, except after obtaining the prior written approval of FIRST PARTY, assign, transfer, pledge, or make any other disposition of this contract or any part hereof or of any of the SECOND PARTY's right or obligations hereunder, except with the prior written authorization of FIRST PARTY. The SECOND PARTY may assign or otherwise transfer the contract to the surviving entity resulting from a reorganization of the Party's operations.

26.2 Prior to the written approval of FIRST PARTY, the SECOND PARTY shall promptly notify FIRST PARTY of such assignment at the earliest opportunity subject to the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the contract and such writing is promptly provided to FIRST PARTY following the assignment or transfer and FIRST PARTY finds that the SECOND PARTYs has the financial and technical capacity as laid down in the tender document to carry out the assignment provided that:

26.2.1 Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and

26.2.2 Such reorganization arises from sale, merger, or acquisition of all or substantially all of the SECOND PARTY's assets or ownership interest; and

26.2.3 Such reorganization is not taking place with any of the Tenderer who had participated in the Tender or who will be deemed to have conflict of interest as defined in the tender documents process for the same tender.

26.3 However, should the SECOND PARTY become insolvent or should control of the SECOND PARTY change by virtue of insolvency, FIRST PARTY may, without prejudice to any other right or remedy, terminate this contract.

27. AMICABLE SETTLEMENT:

When a dispute arises under this agreement, the parties shall make all reasonable efforts to resolve through good faith negotiation, failing which they will attempt at dispute resolution with the intervention of the Principal Secretary, the DoHFW, GoWB

28. ARBITRATION:

28.1 Except for a dispute in connection with termination in which respect the decision of FIRST PARTY shall be final, any dispute between the parties arising out of or relating to this agreement which cannot be resolved through good faith negotiation shall be settled in arbitration, in terms of the provisions of the Arbitration and conciliation Act-1996(no.26 of 1996). The arbitration hearing shall be held in Kolkata only. The award of the arbitrator (s) shall be binding on both the parties. The cost of arbitration shall be borne by the respective parties.

28.2 Pending the submission of and / or decision on a dispute, difference or claim, or until the arbitral award is published, the party shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

29. COURT OF LAW:

In case of any dispute in between the parties, the matter will be settled in appropriate Court of Law within Kolkata Jurisdiction.

30. **QUALITY OF EQUIPMENT:**

The equipment should have compliance with CE (European Conformity) standards & safety. In case the name of the offered model is not under the scope of the certification, the bidder will submit a notarized declaration in the format given in FORM 11: Declaration of Quality Certification of Equipment

Section III. Special Conditions of Contract

The following Special Conditions of Contract (hereinafter referred to as SCC) shall supplement the General Conditions of Goods (hereinafter referred to as GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in the first column.		
SCC -1	GCC - 6	**Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement** However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary. **The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:** I. **For Goods supplied from abroad** : **(A)** Upon shipment, within 24 hours the SECOND PARTY shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the SECOND PARTY shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The SECOND PARTY shall first fax the above details and then send to the Purchaser, by courier, two sets of documents comprising one original and one copy of the following: (i) Commercial invoice, indicating the **West Bengal Medical Services Corporation Limited** as the Purchaser on behalf of the **Department of Health and Family Welfare, Government of West Bengal***;* the Contract number, Goods description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal; (ii) Negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the **West Bengal Medical Services Corporation Limited** as the Purchaser on behalf of the **Department of Health and Family Welfare, Government of West Bengal** and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements; (iii) Packing list identifying contents of each package; (iv) Manufacturer's Warranty Certificate covering all items supplied; (v) Manufacturer's Certificate of Origin covering all items supplied; (vi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies; (vii) Manufacturer will submit a pre-shipment advisory note to purchaser & consignee at least 15 days prior to the scheduled delivery of the

		equipment at the door step of the consignee; (viii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC). The above documents shall be received by the 'Purchaser' at least 15 days before arrival of Goods at the port or place of arrival and, if not received, the SECOND PARTY will be responsible for any consequent expenses. **II. For Goods from within India** (A) Upon the delivery of the Goods, the SECOND PARTY shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising one original and one copy of the following: (i) Commercial invoice, indicating the **West Bengal Medical Services Corporation Limited** as the Purchaser on behalf of the **Department of Health and Family Welfare, Government of West Bengal**, the Contract number, loan number; Goods' description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Purchaser as the **West Bengal Medical Services Corporation Limited** on behalf of the **West Bengal Medical Services Corporation Limited** and delivery through to final destination as stated in the Contract; (iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC); (iv) Packing list identifying contents of each package; (v) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied; (vi) Manufacturer will submit a pre-shipment advisory note to purchaser & consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee.
SCC -2	GCC - 30	**Add clause 30- Payment Terms -** As per table 5 (b) Payment Terms at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.

SCC-3	GCC - 31	**Add clause GCC 31- The Comprehensive Maintenance Contract (Including Spare parts)** (i) The Consignees/ Government of West Bengal / Operation & Maintenance (O&M) Partner, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the SECOND PARTY, three months prior to the completion of Warranty Period, at the contracted price, for a period as specified in the tender after the expiry of the warranty period provided that this service shall not relieve the SECOND PARTY of any warranty obligations under this Contract. Wherever the Technical Specifications lay down a different period of CMC, this latter period shall prevail. The CMC will commence from the date of expiry of warranty period. The CMC includes preventive maintenance including testing & calibration as per technical/service/operational manual, labour and spares. (ii) The CMC includes repairs of entire system, preventive maintenance, testing & calibration, labour and spares and all software updates. (iii) The Comprehensive Annual Maintenance and Repair charges (after Warranty period) shall be paid quarterly in four equal instalments. (iv) Details of CMC requirements or otherwise, as spelt out in the Technical Specifications, will prevail over those given in this section.
SCC - 4	GCC -31.1	**Add GCC clause 31.1** For both Warranty and CMC, as per table 8. Service Up time in Warranty & CMC at **Section I: Instructions to Tenderers under sub-section A. Important information at a glance.**
SCC - 5	GCC - 32	**Add GCC clause 32** The successful bidder shall be required to undertake supplies of quantity as per schedule of requirement in phases spread over a period of 12(twelve) months from the date of signing of the contract.
SCC - 6	GCC -33	**Add GCC clause 33** The successful bidder shall undertake to commission the equipment including the interiors of the site as per technical specification mentioned in **Section IV. Schedule of Requirements.**

Section IV. Schedule of Requirements

Contents

1. List of Consignee
2. Technical Specifications
3. Standard requirements
4. List of related services
5. Inspections and Tests

1. List of Consignee

	ITEM	Total Quantity (in number)	Consignee List
1.	Vacuum suction for CPB machine	1	**To be notified later**
2.	Sternal saw	1	
3.	Cardiac instruments sets	1	
4.	Formalin Chamber	5	
5.	Patient warming system with blankets	4	
6.	Flow inflating manual ventilation unit	5	

Please note:

- The Consignee Receipt Certificate (CRC) will be issued to the Vendor within 72 hours of the delivery at the Consignee address.

2. TECHNICAL SPECIFICATION

Item No. 1

Vacuum suction for CPB machine

1. Provision for connection to venous reservoir and wall suction port.
2. Used for vacuum assisted venous drainage (VAVD) particularly for paediatric patient.
3. Vacuum pressure adjusting knob (15-60 mm of Hg) with a pressure gauge and suction flow meter must be there.
4. Useful for significant reduction in priming volume for non heme prime in a modified neonatal CPB circuit in neonates and infants.

Item No. 2

Sternum Saw

Vertical (Reciprocating) Sternum Saw Hand Piece .

1. Should have Safe Mode
2. Should have two speed controls with standard and fast mode. Free speed of 1000 to 13000 cycles per minute
3. Weight of hand piece with battery should be not more than 3.0 lbs.
4. Microprocessor controlled Hand piece can be calibrate for the consistence Performance
5. Should have DC brush less motor for low maintenance.
6. No lubrication require for lifetime
7. Should have Pistol grip Hand piece
8. Should have tool less mounting of accessories for all blades or attachments.
9. Saw noise level should not more than 84db
10. Should be autoclavable.
11. With different blades should have maximum speed of 13000CPM
12. Should be quoted with Two Sternum Guards

Redo (Oscill ating) Sternum Saw (Qty: 1)

1. Should have two speed controls with standard and fast mode. Free speed of 10000 - 12000 cycles per minute
2. Microprocessor controlled Hand piece Can be calibrate for the consistence Performance
3. Saw Noise level should not be more than 84db
4. Weight of hand piece with battery should be not more than 3 lbs
5. Blade mount should be adjustable to different angles with 360 degree rotation
6. Should have tool less mounting of accessories
7. Should have DC brush less motor for low maintenance

8. No lubrication require for lifetime
9. Should be autoclavable
10. Should have safe mode

Battery Charger with 4 batteries (Qty-1)

1. 220-240 volts charger and should have the feature to count the charging cycle for a particular battery,
2. Should have capability to identify the worn out battery
3. Should have to charge four batteries at a time without any module or modification need
4. Should have an indicator to provide battery status for charging.
5. Should be able to check over autoclaved battery cycles (Number of Time and Total Time)
6. Should have reconditioning futures for battery for N1 cd battery
7. Should be able to charge different batteries with same charger
8. Li-ion Cell chemistry and also compatible with Ni Mh & Ni Cd batteries with low Internal impedance to deliver higher current than other battery type.
9. Should be 9.9 volts with capacity of 2.2 Ah
10. Weight should be not more than 0.9 lbs.
11. Li-ion cell with capacity to produce more torque and non autoclavable with life of 200 approximate & average charging cycles,
13. Should have a run time of minimum 21 minutes
14. Should be autoclavable batteries
15. No need of reconditioned with no memory effect
16. Should have Indicator light to inform user of low battery life
17. Should have capability to regulates Voltage Prevents battery energy level from being drained below a safety threshold where cells could potentially be damaged
18. Should have capability to measures and Stores Autoclave Abuse
19. Should have capability to safety features like Shuts off current to battery terminals when hand piece is not connected

Sterilization Case (Qyt-2)

Should be accommodate all hand piece, attachment and accessories for autoclave

Certification

Should have US FDA certification or should have CE certification should have ISO certification

Service & Support

1. The company must having their service center in India and the regional service support
2. The company must provide a loaner support in case equipment is under warranty or under CMC
3. Company has to provide training & education for equipment handling to all CSSD. Bio Medical & OT Staff
4. Company must have to do minimum two time preventive maintains in one year with company trained engineer.
5. Should quote for various accessories like batteries, Blades, Sternum Guard, battery case etc. which remain effective for next 3 years.
6. The company should either quote directly or through its Indian subsidiary. In case there is no Indian subsidiary, the authorized dealer only should quote the tender and should furnish proper

Should be supplied with following blades free of cost

1. Vertical Reciprocating Sternum Blades: 30 Nos

2. Redo Oscillating Saw Blades: 30 Nos

Item No. 3

Cardiac instruments sets

Surgical Instruments set for the paediatric cardiac surgery

Sr. no.	Product description	Quantity
1.	Sternal Retractor - Finochietto chest retractor , Infant	04
2.	Sternal Retractor - Finochietto chest retractor , Child	04
3.	Sternal Retractor - Finochietto chest retractor ,larger children	04
4.	Sternal Retractor - Finochietto chest retractor , neonate or small infant	04
5.	Duval Lung Holding Forceps, atraumatic – 15mm jaw	02
6.	Duval Lung Holding Forceps, atraumatic – 10mm jaw	04
7.	Allison Lung Retractor - small	04
8.	Allison Lung Retractor - medium	02
9.	Atraumatic Atraugrip artery forceps curved - 7”	10
10.	Medium size curved artery forceps - 5.5”	50
11.	Atraumatic Atraugrip mosquito forceps curved: - 5”	50
12.	Atraugrip Debakey dissecting forceps: 6”/1.5mm tip	10
13.	Atraugrip Debakey dissecting forceps: 7”/1.5mm tip	10
14.	Atraugrip Debakey dissecting forceps: 6”/1.0mm tip	10
15.	Atraugrip Debakey dissecting forceps: 8”/1.5mm tip	10
16.	Atraugrip Debakey dissecting forceps: 7”/1.0mm tip	10
17.	Debakey dissecting forceps with Tungsten carbide jaws - 8”	04
18.	Fine plain forceps with Tungsten carbide jaws - 7”	10
19.	Bulldog clamp fine atraumatic ,small angled	10
20.	Bulldog clamp fine atraumatic , medium angled	10
21.	Bulldog clamp fine atraumatic , large angled	06
22.	Vascular Debakey clamp - 45 degrees, 5.5”	06
23.	Vascular Debakey clamp - 45 degrees, 7.5”	08
24.	Vascular Debakey clamp - 45 degrees, 8”	04
25.	Aortic cross clamp, infant ,Debakey , angled flat 60 degree, jaw 25-35 mm	06
26.	Vascular Satinsky clamp 5.5”	06
27.	Vascular Satinsky clamp 7”	06
28.	Vascular Cooley Derra for infant and neonate	06
29.	Vascular Cooley Derra small	10
30.	Vascular Cooley Derra medium	10
31.	Vascular Cooley Derra large	06
32.	Cooley atrial retractor left 1”	04

33.	Cooley atrial retractor left 1.5”	04
34.	Cooley atrial retractor left 2”	02
35.	Cooley atrial retractor right 1.5”	02
36.	Coronary suction cannula	10
37.	Tubbs dilator child	02
38.	Tubings holder simple for(1/2”, 3/8”,1/4”,3/16” tubing)	06
39.	Endartecetomy wireloop set of 5	01
40.	Tubing clamp with guard 6”	40
41.	Tubing clamp with guard 8”	20
42.	Sternal wire needle holder twister with tungstain carbide jaws 7”	04
43.	Sternal wire needle holder twister with tungstain carbide jaws 6”	02
44.	Scalpel handel,number 7	06
45.	Scalpel handel, number 4	06
46.	Scalpel handel, number 3	10
47.	Tube milking forceps standard	04
48.	Sternal wire cutter with tungstain carbide jaws 7 “	06
49.	Kochers haemostatic forceps straigt 6.25 “	24
50.	Kochers haemostatic forceps straigt 7”	24
51.	Jemisons /Reynolds scissors curved with tungstain carbide jaws 6”	04
52.	Jemisons /Reynolds scissors curved with tungstain carbide jaws 7”	06
53.	Jemisons /Reynolds scissors curved with tungstain carbide jaws 8”	04
54.	DeBakey deep curved valve cutting scissors with tungstain carbide jaws 8”	02
55.	Langenbach right angle retractor 9” 30x11 mm	10
56.	Mini Langenbach right angle retractor 6” 17X 05 mm	12
57.	Cushings eyelid type retractor 9” width 6mm	10
58.	Cushings eyelid type retractor 9” width 10 mm	06
59.	Single hook retractor 6”	04
60.	Scissor Metzenbaum curved with tungstain carbide jaws 6”	10
61.	Scissor Metzenbaum curved with tungstain carbide jaws 7” 180mm fine curved	08
62.	Scissor Metzenbaum curved with tungstain carbide jaws 8” 200mm fine curved	06
63.	Scissor Mayo curved with tungstain carbide jaws 7” 180 mm fine curved	06
64.	Scissor Mayo curved with tungstain carbide jaws 8” 200 mm fine curved	06
65.	Scissor s Mayo straight with tungstain carbide jaws 6.75”	04
66.	Scissors Potts Spring action 25D 180 mm 7”	04
67.	Scissors Potts Spring action 45D 180 mm 7”	04
68.	Scissors Potts Spring action 125D 180 mm 7”	04

69.	Snugger hook	06
70.	Debakey needle holder with tungstain carbide jaws 6”	06
71.	Debakey needle holder with tungstain carbide jaws 7”	06
72.	Debakey needle holder with tungstain carbide jaws 8”	06
73.	Debakey needle holder 7”	06
74.	Castroviejo: Barraquer needle holder with lock (straight) 6”	06
75.	Castroviejo: Barraquer needle holder with lock (straight) 7”	08
76.	Castroviejo: Barraquer needle holder with lock (straight) 8”	06
77.	Micro forceps platform plain tip, round handle 7”	08
78.	Micro forceps platform plain tip, round handle 8”	04
79.	Sponge holding forceps 6”	12
80.	Sponge holding forceps 8”	12
81.	Sponge holding forceps 10”	10
82.	Backhaus towel forceps 6”	40
83.	Backhaus towel forceps 5”	40
84.	Intestinal clamp atraugrip atraumatic, jaws straight 7”	04
85.	Intestinal clamp atraugrip atraumatic, jaws straight 8”	02
86.	Babcock atraugrip tissue forceps 6.25”	06
87.	Babcock atraugrip tissue forceps 8”	04
88.	Nerve hook,fine tip	10
89.	Cardiotomy bullet suction - large(attachable to 1/4th inch tubing)	10
90.	Cardiotomy bullet suction - medium (attachable to 3/16 inch tubing)	10
91.	Cardiotomy bullet suction - small(attachable to 1/4th inch tubing)	10
92.	Coronary probe set of 4 (0.75 mm, 1mm, 1.25mm, 1.5 mm)	01 set
93.	Rectangular surgical instrument table H-brace 20” width, 48” length, 34” height -	04
94.	Lacksell Roungeur – 9” , curved 5 mm	03
95.	Aortic cross clamp, small children ,Debakey , angled flat 60 degree, jaw 45 mm	04
96.	Aortic cross clamp, large children ,Debakey , angled flat 60 degree, jaw 55 mm	04
97.	Polyvinyl endoscopic esophageal dilator set of 11 (15 fr, 18fr, 21 fr, 24 fr,27 fr, 30 fr, 33fr, 36 fr, 42 fr, 45 fr, 48 fr)	02
98.	Hegar’s dilator set of 11, SS (3-4mm, 5-6mm, 7-8mm, 9-10mm, 11-12mm, 13-14mm, 15-16mm, 17-18mm, 19-20mm, 21-22mm, 23-24mm)	03
99.	Ring tip micro vascular forcep round handle 8”	04

Item No. 4

Formalin Chamber

Specification

Size	28" X 8"X 8 inch
Color	Transparent
Material	Acrylic

Product Description

1) These Formaline Chamber extremely sturdy, good locking mechanism.
2) Available in 3 tray models.
3) Designed such that there are minimum joints to avoid cracks Acrylic handle.

ITEMS NO. 5

Patient warming system with blankets

1. External warming of the patient while providing full, unrestricted patient access
2. Patented fluid outlets should minimize pooling of fluids on the surface of the blanket
3. Allows for flexible patient positioning
4. Accommodates the use of a drawsheet (where applicable)
5. Soft, radiolucent, latex-free materials
6. OPTIONS OF FOLLOWING TYPES OF BLANKETS SHOULD BE AVAILABLE:
7. Intraoperative blankets: Upper Body Blanket / XL Upper Body Blanket / Lower Bodv Blanket / Torso Blanket / Dual Port Torso Blanket
8. Underbody blankets: Pediatric Underbody Blanket / Large Pediatric Underbody Blanket / Adult underbody Blanket / Spinal Underbody Blanket / Lithotomy Underbody Blanket / Full Access Underbody / Presealed Sterile Full Access Underbody' Blanket
9. Paediatric blankets: Small Lower Body Blanket / Pediatric Long Blanket / Pediatric. Underbodv Blanket I Large Pediatric Underbody Blanket / Postoperative Pediatric Full Body
10. Speciality blankets: Preoperative & Outpatient Care Blanket / Surgical Access Blanket / Full Body Surgical Blanket
11. ICU blankets: Full Body Blanket / Chest Access Blanket I Postoperative Pediatric Full Body Blanket/Multi-Access Blanket'

12. TEMPERATURE MANAGEMENT UNITS:
13. Forced-air warming
14. Small, lightweight and easy to use
15. Should provide clinically effective patient warming at safe air delivery temperatures
16. Should meet regulatory standards for leakage current
17. Licenses of national and international (USA / Europe) regulatory bodies should be available
18. Should have US FDA or CE ("Conformite Europeene") from European Union notified body having 4 digit identification number approved (Certificate to be submitted) or BIS.

ITEMS NO. 6

Flow inflating manual ventilaion unit

Specifications ;

- Infant cushion mask
- 0-60 cm H2O APL valve with manometer
- Bleed vent hole ,
- 1/2 Litre bag,
- 7 ft O2 tubing
- Expandable tubing

Key mask features

- Size 0 for preterm and low-weight baby, round type, outer diameter 35–50 mm
- Size 1 for term baby, round type, outer diameter 50–65 mm, translucent

Materials

- all parts manufactured from high-strength, long-life materials that require no special maintenance or storage conditions and comply to with national standards
- the mask is made of silicone rubber or any material fulfilling International standard
- the bag is made of silicone and valve of polycarbonate/polysulfone or any materials fulfilling
- resuscitator can be totally disassembled

Cleaning instructions

- easy to clean, disinfect and sterilize
- clear instructions/diagrams for cleaning instructions must be included in and/or on the packaging

3. STANDARD REQUIREMENTS

The following requirements with regard to inspection, quality, packing, warranty, maintenance and related services shall commonly apply to all the goods in a ll the Schedules:

i. QUALITY CERTIFICATION

Where ever appearing in the bid document, the "CE certificate" shall be read as:
"CE mark for *conformité européenne*, (French for "European conformity").

ii. WARRANTY

Unless specified otherwise, warranty shall always be for a period of 2 (two) years from the date of acceptance after commissioning of the goods. During warranty, cost and responsibility of the transport/shifting of the equipment, in case so required for repair, etc, shall be entirely borne by the Supplier, without any liability on the consignee. In case of such shifting of equipment, alternative working equipment shall be first made available to the consignee to avoid any disruption in the clinical work

iii. MAINTENANCE

a. CMC shall be as per the specification after the expiry of warranty, unless specified otherwise.
b. During CMC, cost and responsibility of the transport/shifting of the equipment, in case so required for repair, etc, shall be entirely borne by the Supplier, without any liability on the consignee. In case of such shifting of equipment, alternative working equipment shall be first made available to the consignee to avoid any disruption in the clinical work.
c. Subject to (b) above, CMC services shall be provided at the site of the equipment, within the prescribed response time.

iv. Labelling & Packing

The equipment should have a sticker on it with the following information:

a. Procured by: WBMSCL Ltd.
b. Serial Number:
c. PMS Done:
d. PMS Due:
e. Toll Free No.:
f. Mobile No.:
g. Email:
h. Facility Asset No.:
i. Warranty upto:
j. CMC Starts on:
k. CMC Valid upto:
l. Approved CMC Rate per annum:
m. Service Engineer Contact detail:

Standard format of sticker is attached here (N.B: Bidders are advised to approve the final format after discussion with WBMSCL officials)

	Procured by : West Bengal Medical Services Corporation Limited (WBMSCL)
Reference No. :	
Machine Serial No. :	Facility Asset No. :
Warranty (Xyrs) upto :	Approved CMC Rate: per annum
CMC starts on :	CMC valid upto :
Last PMS on :	Next PMS due on :
Complaint logging at : ✉: abc@abc.com,	☎: (0XX) XXXX XXXX / XXXX XXXX
Service Engineer : Mr. XYZ,	✉: abc@abc.com, ☎: 09XXXXXXXXX
Service Manager : Mr. XYZ,	✉: abc@abc.com, ☎: 09XXXXXXXXX

4. LIST OF RELATED SERVICES

i) Incidental Services

The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) Performance or supervision of the assembly, installation and/or start-up of the supplied equipments

(b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment

(c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied equipments at the time of delivery

(d) Successful tenderer shall be required to give an undertaking that suitable trained service engineers shall be posted at three places of West Bengal for providing prompt, effective and preventive maintenance during the period of warranty as defined as well as CMC period.

(e) The Comprehensive maintenance Contract (Including Spare Parts)

(i) The Purchaser/ Consignees/ Government of WB, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier at the contracted price.

(ii) The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the CMC period for preventive maintenance.

(f) Training of the Purchaser's personnel, on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Good. This must be carried out at the time of commissioning of Equipment.

ii) Availability of Spare parts

Suppliers shall ensure the availability of spare parts for 10 (ten) years. Inventory of the Spare parts required for 8 years.

5. Inspections and Tests

a) The Vendor shall get the Goods inspected in the manufacturer's works by a competent authority and submit a test certificate and also a guarantee/warranty certificate that the Goods conform to laid down specifications.

b) WBMSCL or its representative may inspect and/or test any or all item of the Goods to confirm their conformity to the Contract, prior to dispatch from the manufacturer's premises or at the port of entry.

Section V. Bidding Forms

FORM 1
Tender Form

(To be furnished on non-judicial stamp-paper of Rs. 100/-, affirmed before a First Class Magistrate/ Notary/ Executive Magistrate)

(All the bidders have prepare and submit Form 1)

Date: .....

Bid Reference No.: _____, Schedule- ____

Name of Contract: Supply and Commissioning of *[Name of the equipment]* for Hospital of the Govt. of West Bengal

To
Managing Director,
West Bengal Medical Services Corporation Ltd,
Swasthya Sathi,
GN- 29, Sector – V, Salt Lake,
Kolkata - 700 091

Sir,

I/We, the undersigned hereby accept all the terms and conditions of the Bid Reference No.: **WBMSCL/NIT-104/2022, Item-....., Dated -21.03.2022** and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to Supply and Commissioning of Medical Equipments for *[Name of the equipment]* for Hospital of the Govt. of West Bengal in conformity with your above referred document.

We also

1. certify that:

    a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
    b) The offered products are in accordance with the required specifications and technical requirements
    c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 2 (years) from the date fixed for the bid submission deadline in accordance with the Bidding Documents. However, the prices quoted by us and accepted by WBMSCL shall hold good and remain valid for a period of **2(two)** year from the date of signing of the contract and no additional claims will be

made on account of any price variation or fluctuation in market rates. The rate quoted shall remain binding upon us and may be accepted at any time before the expiration of **2(two)** year.

d) If our bid is accepted, we will submit a performance security within 14 (fourteen) days of issuance of Award of Contract (AOC) in the prescribed format as given in the bid document.

e) Our company has been incorporated in accordance with the laws of _____ (*insert name of country of incorporation*) and governed by them.

f) Our Company have commissioned _____nos. of the offered model and providing necessary service support to the equipments.

g) We have never been blacklisted by any Government Department/ Agency in India during the last 5 years.

h) There is no adverse report against the equipment offered by us in any Government Department / Agency in India.

i) We will permit WBMSCL or its representative to inspect our accounts and records and other documents relating to the bid submission.

j) All the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, penalties shall be imposed in terms of the bid document.

k) We, if selected in the tender, will arrange to maintain 97% service up time i.e. a minimum of 354 days out of 365 days in a year of the offered equipment *[name the equipment]* during the warranty & CMC period.

l) The time for rectification of the equipment will not be more than 48 hours from the time of the complaint is lodged.

m) In case the defective equipment is not put back to use beyond 72 hours, we will install alternative equipment for providing uninterrupted service.

n) The penalty for beyond 72 hours downtime & if standby unit is not provided, will be borne by us in terms of Clause 8. Service Up time in Warranty & CMC mentioned in A. Important information at a glance Under Section I: Instructions to Tenderers of the bid document.

2. understand that:

(i) Partial or incomplete bid submission will lead to cancellation of our bid.

(ii) The tender inviting and accepting authority can vary quantity up to 40% (forty percent) above or 40% (forty percent) below the required quantity under this tender.

(iii) The tender inviting and accepting authority reserves the right to reject any application without assigning any reason.

Enclose:

1. Non Statutory Documents/ My Documents
2. Statutory Documents (Bid A & Bid B)
3. Forms & Annexure duly filled up, signed & notarized (where applicable)

Name.....

In the capacity of.....

Signed .....

Duly authorized to sign the Bid for and on behalf of (if applicable).....

Date.....

Form 2: CHECK-LIST

[Please fill in and include with your Bid]

Note 1: It is essential that all documents in hard copy are to be placed before the Committee and arranged in the same sequence as given in the Check List. All the documents should be appropriately flagged.

Note 2: If any document is written in any language other than English, an English translation of the document duly authenticated is to be submitted.

Note 3: The documents listed at Sl. No. 1,2,3,5,7 & 9 must be submitted online during online bid submission or else the bid would be liable to be summarily rejected.

Note 4: After opening of the technical bids, if it is found that any of the documents required to be submitted with the bids is wanting, WBMSCL shall reserve the right to allow late submission of such document at its discretion within a specified time limit.

Non statutory documents to be submitted under My Document				
Sl. No.	**Activity**	**Yes/No/ NA**	**Page No in the Bid**	**Remark**
1	PAN Card			
2	15 – digit Goods and Services Taxpayer Identification Number (GSTIN)			
3	Performance Statement Form (For the period of last three calendar years ending December 2020) - Form 7 of Section V 1. Submitted document should be supported with Work order / supply order copy 2. Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility) against the work order OR Proof of payment against supply and installation against the work order that the bidder have supplied medical equipment in Hospitals in India during the last 3 (three) calendar Years			
4	Income Tax returns for assessment year (2017-18, 2018-19 & 2019-20)			
5	Tender Form as per Form 1			
6	Manufacturer's Authorization (If applicable) as per Form 5 of Section V			
BID - A				
Sl. No.	**Activity**	**Yes/No /NA**	**Page No in the Bid**	**Remark**
7	Earnest Money Deposit (EMD) (Copy of receipt of online submission of EMD) and in the form of Bank Guarantee (BG)			
BID - B				
Sl. No.	**Activity**	**Yes/No/N A**	**Page No in the Bid**	**Remark**
8	Model of the equipment offered for **(Self Declaration)** with Technical Data Sheet			

9	Comparative Data Table of the Technical Specifications (Form No. 4 of Section V)			
10	1 sets of Brochure of the offered product / model.			
11	CE (“Conformite Europeene”) from European Union notified body having 4 digit identification number/ US FDA (as applicable) CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits			
12	Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any]			
13	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2017-18, 2018-19 & 2019-20) (in INR) - to be certified by practicing Chartered Accountant as per format given in **FORM 9**			
14	**Form 10**: Declaration of Quality Certification of Equipment (as applicable)			

Form 3a: Consignee Receipt Certificate (CRC)

(To be issued by consignee's authorized representative)

[The consignee may issue an additional challan receipt if delivered by courier or transporter]

Date of supply by the Company Person or Courier:	
Name and Address of the Consignee:	
Name of the item supplied (with Make & Model & Model No.):	
Purchase Order / Contract No.:	
Name of the Supplier:	
No. of Units supplied:	
Place of destination (The dept. where the equipment will be actually installed):	
Invoice No. & Date:	
Details of Batch / Serial Numbers, if any of item supplied:	
…….. (Signature & Office Seal of authorized representative of Consignees with date) [Name and designation of the signatory to be written capital letter]	
…… (Signature & Office Seal of Head of the Institute / Hospital with date) [Name and designation of the signatory to be written capital letter]	

Form 3b: Satisfactory Installation Certificate (SIC)

West Bengal Medical Services Corp. Ltd.

(To be issued by the consignee after successful commissioning of equipment)

Bid Reference :

Award of Contract Reference :

Description of Equipment/Service :

Date of Commissioning :

This is to certify that the equipment(s) as detailed below has/have been received in good condition along with all the standard and special accessories, consumables, set of spares in accordance with the contract/technical specification of the equipment and site preparation including interiors as per bid document.

Details of equipment, accessories, consumables, spares, etc.

Sl	Description	Quantity	Serial No. / Part No.
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

In case of space deficiency, another sheet with the same format can be annexed.

The supplier has also submitted the following,

1. Tools for maintenance
2. Detailed operation and maintenance manual both in hard and soft copy for each item of supply at each location

The proving test has been done to our entire satisfaction. The equipments, its accessories and ancillaries of the site preparation including interiors is functioning satisfactorily and faultlessly

Declaration by Unit Head (HOD/MO-IC/Others):

Sticker designed by WBMSCL is fitted with the equipment Yes ☐ No ☐

Signature with stamp:

Name (in Block) :

Designation :

P.T.O. →

The following operators/ end users have been trained to operate the equipment(s),

Sl	Name	Designation	Contact No	E-mail ID (In CAPS)	Remarks
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

In case of space deficiency, another sheet with the same format can be annexed.

Countersigned by the head of the institute/ hospital:

Signature _____

Name _____

Designation with Stamp _____

Date _____

Phone No _____

Signature of Unit Head:
(HOD/MO-IC/Others)

Name (in Block):

Designation with Stamp:

Form 4: TECHNICAL SPECIFICATION FORM

(Technical Compliance Statement)

Tenderers must complete the right column of the below table and the compliance confirmation statement as included in Section IV, Schedule of Requirements; Technical Specifications.

Schedule No. : ..... Equipment: ..... Offered Model: .....

Sl	*WBMSCL's minimum Technical Requirements*	*Technical Compliance*	*Remarks*
1			
2			
3			
4			
5			
6			
7			

THE OFFERED PRODUCTS ARE IN ACCORDANCE WITH THE REQUIRED SPECIFICATIONS AND TECHNICAL REQUIREMENTS:

YES NO

ANY DEVIATIONS MUST BE LISTED BELOW:

Form 5: MANUFACTURER'S AUTHORIZATION FORM

[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions in the bid document. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacture. Such certificate is not required where Manufacturer is the Tenderer.]

Date:
NIT No.:

To:
MD, WBMSCL

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of *[insert type of goods manufactured],* having factories at *[insert full address of Manufacturer's factories],* do hereby authorize *[insert complete name of Tenderer]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods] and* to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with the General Conditions for Goods, with respect to the Goods offered by the above firm.

Authorised Signatory of the

Manufacturer_____

Name_____

Designation with stamp_____

Date_____

Form 6: PERFORMANCE STATEMENT FORM

(For the period of last three years, if applicable)

Bid no:_____ Date of Opening:_____

Name of the Firm _____

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery, if any	Was the supplies of goods satisfactory
				As per Contract	Actual		

Signature and seal of the Tenderer

_____

Countersigned by and seal of Chartered Accountant

_____

Form 7: Statement of Breakup of Duties and Taxes

(Item No. 1 to 6)

Sl. No.	Particulars	Percentage	Price (In INR)
1	Basic Price for all items including value of goods, accessories & ancillaries, freight charges, installation, commissioning, end user training as many number of times as required during the period of warranty and any other charges as applicable excluding GST		
2	GST		
Gross Price			

Form 8(a): PRICES FOR CONSUMABLES FOR EACH SCHEDULE

Sl. No	Items	Basic Price of 1(one) number in INR excluding GST
1		
2		
3		
4		

NOTE: The Tenderers should furnish the price of all the Consumables of the offered model in a separate sheet. If any Tenderer do not submit the price of any of the consumables, it will be presumed that those Consumables shall be supplied FREE OF COST by the Tenderer during Warranty & CMC period.

Form 8(b): PRICES FOR SPARES FOR EACH SCHEDULE

Sl. No	Items	Basic Price of 1(one) number in INR excluding GST
1		
2		
3		

Form 9: TURNOVER CERTIFICATE

I certify that Average Annual Turnover of *(insert the name of the company)* in India in medical equipment division during the last 3 Financial Years (2017-18, 2018-19 & 2019-20) is Rs. ..... as per the Audited Accounts of the Organization.

Signature and seal of Chartered Accountant with MRN

_____

Form 10: DECLARATION OF QUALITY CERTIFICATION OF EQUIPMENT

(To Be Notarised)

AFFIDAVIT

I am the authorised signatory of ----------, (name of Company) and in the context of supply and/ or installation of the --------- (Name of the Equipment, Name of the offered model) which is an (name of class) solemnly affirm and declare as follows:

1. That the device is in conformity with the requirements of the medical devices directive 93/42/EEC which apply to it.
2. That the above mentioned model of (Name of the Equipment) is CE (European Conformity) approved.
3. That the vendor company and /or supplier on whose behalf I am the authorised signatory admit the responsibility on the subject relating to the standard and safety of the equipment.
4. That the original copy/ photo copy of the CE certification of the offered model is enclosed and / or shall be subject to inspection on demand.
5. That the statements made in the above paragraphs are true to my knowledge and belief.

DEPONENT"

Form 11: BID SECURITY (BANK GUARANTEE) FORM

[Insert: No Bid Security is requested or The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

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

Beneficiary: _____ *[Name and Address of WBMSCL]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Tenderer]* (hereinafter called "the Tenderer") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation to Bid No. *[NIT number]* ("the NIT").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.
At the request of the Tenderer, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the bid conditions, because the Tenderer:

(a) has withdrawn its Bid during the period of bid validity specified by the Tenderer in the Form of Bid; or
(b) having been notified of the acceptance of its Bid by WBMSCL during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Tenderers.

This guarantee will expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of the Tenderer's Bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____
[Signature]

Section VI. Contract Forms

Form 1: Performance Security

[Insert: No Performance Security shall be requested or the bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month and year) of Bid Submission]*
NIT No. and title*: [insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert legal name and address of WBMSCL]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No*. [insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s[1]) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month] [insert year],*[2] and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Supplier]

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[1] *The Bank shall insert the amount(s) specified in the SCG and denominated, as specified in the SCG, either in the currency(ies) of the Contract or a freely convertible currency acceptable to WBMSCL.*

[2] *Dates established in accordance with Clause 12 of the General Conditions of Contract ("GCG"). WBMSCL should note that in the event of an extension of the time to perform the Contract, WBMSCL would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, WBMSCL might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to WBMSCL's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*