



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

**Procurement of Medical Items for the Blood Centers at Hospitals and Medical
Colleges of Govt. of West Bengal
(Submission of Bid through *online*)**

Bid Reference No.: WBMSCL/NIT-193/2024

Dated-11.03.2024

1. West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Government of West Bengal to procure on their behalf for **Procurement of Medical Items for the Blood Centers at Hospitals and Medical Colleges** of Govt. of West Bengal.
2. WBMSCL hereby invites bids from eligible and qualified Tenderers for **Procurement of Medical Items for the Blood Centers at Hospitals and Medical Colleges of Govt. of West Bengal** 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.
4. 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	14.03.2024
2.	Documents download start date (Online)	14.03.2024
3.	Date of Pre Bid Meeting with the intending Tenderers in the Conference Hall of West Bengal Medical Services Corporation Limited	22.03.2024 at 1:00 PM
4.	Bid submission start date (On line)	01.04.2024
5.	<p>Bid submission closing (On line) Bid submission includes: i) Non statutory documents to be submitted under <u>My Space</u> (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.)</p> <p>Detailed list of documents annexed at Section V Check-List Form</p> <p>Non-statutory document (document uploaded in <u>My Space</u>), Bid – A & Bid – B constitute the technical bid and Bid – C is the financial bid.</p> <p><i>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.</i></p> <p>Each scanned documents should have an index page indicating the name of the documents enclosed with page number.</p>	12.04.2024 up to 03:00 PM
6.	Bid opening date for Technical Proposals (Online) (Bid A & B)	12.04.2024 after 03:30 PM
7.	Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the technical bid evaluation	To be notified later
8.	Functional demonstration of the Items	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. Item wise Tender Details

Sl. No.	ITEM	QTY	Warranty
1	Incubator with Thermostatic Control (75L)	7	2 Years
2	Incubator with Thermostatic Control (45L)	6	
3	Donor Bed with Couch system	5	
4	Blood Collection Monitor	5	
5	Table Top Tube Sealer	8	
6	Class - II A2 Biosafety Cabinet (4 ft) [Laminar Air Flow Bench]	3	
7	Manual Plasma Expressor	12	
8	Plasma thawing Bath	3	
9	Coagulometer	3	
10	Refrigerated Water Bath(Cryo bath)	3	
11	Platelet Incubator cum Agitator	5	
12	PQS Digital temperature Monitor	18	
13	Insulated PQS Blood Transport Box with racks	12	
14	Sterile Connecting Device	3	
15	Refrigerated Centrifuge(Cryo centrifuge)	6	
16	Water Bath Serological	3	
17	Double Pan Balance	6	
18	Gel Centrifuge	3	
19	Refrigerator for kits & reagent storage with digital display	5	
20	Di-electric Portable Tube Sealer	3	
21	Haemoglobin estimation equipment	2	
22	Blood bank refrigerator(300 Ltr)	1	

2. Tender Fees : Exempted

3. Earnest Money Deposit (EMD) (E)

Sl. No.	ITEM	AMOUNT IN INR.	Mode
1	Incubator with Thermostatic Control (75L)	12250.00	(Online)
2	Incubator with Thermostatic Control (45L)	9000.00	
3	Donor Bed with Couch system	10000.00	
4	Blood Collection Monitor	7500.00	
5	Table Top Tube Sealer	30000.00	
6	Class - II A2 Biosafety Cabinet (4 ft) [Laminar Air Flow Bench]	26250.00	
7	Manual Plasma Expressor	6000.00	

8	Plasma thawing Bath	5625.00
9	Coagulometer	13500.00
10	Refrigerated Water Bath(Cryo bath)	8250.00
11	Platelet Incubator cum Agitator	27500.00
12	PQS Digital temperature Monitor	49500.00
13	Insulated PQS Blood Transport Box with racks	4500.00
14	Sterile Connecting Device	45000.00
15	Refrigerated Centrifuge(Cryo centrifuge)	270000.00
16	Water Bath Serological	15000.00
17	Double Pan Balance	3750.00
18	Gel Centrifuge	15000.00
19	Refrigerator for kits & reagent storage with digital display	10000.00
20	Di-electric Portable Tube Sealer	6000.00
21	Haemoglobin estimation equipment	1500.00
22	Blood bank refrigerator(300 Ltr)	7500.00

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 (2019-20, 2020-2021, 2021-22 or 2020-2021, 2021-22, 2022-23) as per the Audited Accounts of the Organization as mentioned in the table below:

Sl. No.	ITEM	Annual Turnover in Rs.
1	Incubator with Thermostatic Control (75L)	490000
2	Incubator with Thermostatic Control (45L)	360000
3	Donor Bed with Couch syatem	400000
4	Blood Collection Monitor	300000
5	Table Top Tube Sealer	1200000
6	Class - II A2 Biosafety Cabinet (4 ft) [Laminar Air Flow Bench]	1050000
7	Manual Plasma Expressor	240000
8	Plasma thawing Bath	225000
9	Coagulometer	540000
10	Refrigerated water Bath(Cryobath)	330000
11	Platelet Incubator cum Agitator	1100000
12	PQS Digital temparature Monitor	1980000
13	Insulated PQS Blood Transport Box with racks	180000
14	Sterile Connecting Device	1800000
15	Refrigerated Centrifuge(Cryo centrifuge)	10800000
16	Water Bath Serological	600000
17	Double Pan Balance	150000
18	Gel Centrifuge	600000
19	Refrigerator for kits & reagent storage with digital display	400000
20	Di-electric Portable Tube Sealer	240000
21	Haemoglobin estimation Items	60000
22	Blood bank refrigerator(300 Ltr)	300000

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

Sl. No.	ITEM	Time
1	Incubator with Thermostatic Control (75L)	45 Days
2	Incubator with Thermostatic Control (45L)	
3	Donor Bed with Couch system	
4	Blood Collection Monitor	
5	Table Top Tube Sealer	
6	Class - II A2 Biosafety Cabinet (4 ft) [Laminar Air Flow Bench]	
7	Manual Plasma Expressor	
8	Plasma thawing Bath	
9	Coagulometer	
10	Refrigerated water Bath(Cryobath)	
11	Platelet Incubator cum Agitator	
12	PQS Digital temperature Monitor	
13	Insulated PQS Blood Transport Box with racks	
14	Sterile Connecting Device	
15	Refrigerated Centrifuge(Cryo centrifuge)	
16	Water Bath Serological	
17	Double Pan Balance	
18	Gel Centrifuge	
19	Refrigerator for kits & reagent storage with digital display	
20	Di-electric Portable Tube Sealer	
21	Haemoglobin estimation Items	
22	Blood bank refrigerator(300 Ltr)	

(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 Items 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 Items 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 Items(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)

10% 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 Items 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.

Time for rectification should not be more than 48 hours.

Maximum Downtime allowed without penalty: 72 hours. In case Items is not useable beyond the stipulated maximum down time the supplier will be required to install alternative Items for providing uninterrupted service.

Penalty beyond 72 hours downtime & if standby unit is not provided: Rs. 500 per 24 hours per machine

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 of order copy with proof of payment/ order copy with installation certificate.

11. **Restrictions under Rule 144(xi) of the general Financial Rules(GFRs),2017:As per office memorandum from the Ministry of Finance, Govt. of India the following clause will be effective from dated- 08.02.2021** where has been clearly mentioned that, “in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent Authority.”

12. **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 Items (including all accessories, ancillaries as given in the specification of the particular Items)

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.

13. **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

14. Scope of Bid

14.1 The type of goods and related services to be purchased is: **Procurement of Medical Items for the Blood Centers at Hospitals and Medical Colleges of Govt. of West Bengal as per the Schedule of Requirements.**

15. Source of Funds

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

16. 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.

17. 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.

18. 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

19. 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.
20. **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
21. **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 2020, 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 the date of opening of financial 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 opening of financial bid
- 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 Items 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 My Document:

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	a) PAN Card b) 15 - digit Goods and Services Taxpayer Identification Number (GSTIN)
2	CREDENTIAL	CREDENTIAL	Performance Statement Form (For the period of last three calendar years ending December 2023) - Form 6 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 Items in Hospitals in India during the last 3 (three) calendar Years
3	DECLARATION	DECLARATION 1	Income Tax returns for assessment year (2019-20, 2020-21,2021-22 or 2020-21,2021-22, 2021-23)
		DECLARATION 2	Tender Form as per Form 1
4	ITEMS	MACHINERIES	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)

EMD (Scanned copy of the instrument through which EMD have been submitted) in online

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

1	Model of the Items 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 (as applicable)/CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits/ BIS (Bureau of Indian Standards) as per technical specifications
5	Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any]
6	Average Annual Turnover of the Company in medical Items division during the last 3 Financial Years (2019-20, 2020-21,2021-22 or 2020-21,2021-22, 2021-23) (in INR) - to be certified by practicing Chartered Accountant as per format given in FORM 9
7	Form 10: Declaration of Quality Certification of Items (as applicable)

Non-statutory document (document uploaded in My Space), 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

- (a) **Base Price of Items (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.
- (b) Cost of Consumable items which would likely to be procured in staggered manner or as per requirement of the end user for next 5 years.

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

The Tenderer should upload the following statements in PDF in addition to BOQ in .xls

- (i) Breakup for Duties and Taxes (as per Form 7 of Sec V) for Items.
- (ii) Cost of Consumables & Spares as per Form 8 (a) and 8 (b).

Comprehensive Maintenance of Items

The selected bidder should enter into Comprehensive Maintenance Contract (CMC) after expiry of the 2 Years warranty period, if intended by WBMSCL. The deliverables under the contract is detailed below:

- A. Breakdown Calls:** as many numbers as may be required to attend to resolve the complaint lodged by the end-users.
- B.** The Items including all other accessories and ancillaries as given in the specifications of the Items including light source/ lamp & lens etc.
- C. Preventive Maintenance:** The selected bidder should attend periodic planned preventive maintenances in the following manner:

Items	Mandatory preventive Maintenance Service (PMS) visit per year		Remarks
	Warranty	CMC	
For all items	2	2	1. Supplier/ authorised service provider must attend all breakdown calls during warranty / CMC period. 2. The supplier should provide Preventive Maintenance

Items	Mandatory preventive Maintenance Service (PMS) visit per year		Remarks
	Warranty	CMC	
			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 cost for Year wise CMC charges after completion of 2 (two) years warranty in percentage of the sum of quoted price of the Items in the BOQ to be paid to the selected bidder(s) in the following manner:

ITEM	CMC charges in percentage(%) for Year3	CMC charges in percentage(%) for Year4	CMC charges in percentage(%) for Year4	CMC charges in percentage(%) for Year5	CMC charges in percentage(%) for Year6
For all items	4.0	4.25	4.50	4.75	5.0

Periodic Calibration: The selected bidder will also undertake periodic calibrations as would be required for quality certification desired by the end-user facilities.

The Tenderer should upload the following statements in PDF in addition to BOQ in .xls
(iii) Breakup for Duties and Taxes (as per Form 7 of Sec V for Items.)
(iv) 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 Items on the notified date. The evaluation of the spec indicator will be made based on the reports of the functional demonstration of the Items. The functional demonstration (i.e. onsite/offsite) of the Items 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 Items.

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) During technical evaluation of bids (verification of formal criteria):

- 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 in case of need / or to decrease the quantity of goods and related services 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 Medical Items for the Hospitals and Medical Colleges of Govt. 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 as 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 as 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 severally 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 subsection 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 in case of need / or to decrease the quantity of goods and related services 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 discretion, 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 breach 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 ITEMS:

The Items 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 Items

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	<p>Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement</p> <p>However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary.</p> <p>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:</p> <p>I. For Goods supplied from abroad :</p> <p>(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:</p> <p>(i) Commercial invoice, indicating the West Bengal Medical Services Corporation Limited (GST No. :19AABCW0178R1ZM) 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;</p> <p>(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;</p> <p>(iii) Packing list identifying contents of each package;</p> <p>(iv) Manufacturer’s Warranty Certificate covering all items supplied;</p> <p>(v) Manufacturer’s Certificate of Origin covering all items supplied;</p> <p>(vi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies;</p>
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		<p>(vii) Manufacturer will submit a pre-shipment advisory note to purchaser & consignee at least 15 days prior to the scheduled delivery of the Items at the door step of the consignee;</p> <p>(viii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC).</p> <p>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.</p> <p>II. For Goods from within India</p> <p>(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:</p> <p>(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;</p> <p>(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;</p> <p>(iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC);</p> <p>(iv) Packing list identifying contents of each package;</p> <p>(v) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied;</p> <p>(vi) Manufacturer will submit a pre-shipment advisory note to purchaser & consignee at least 15 days prior to the scheduled delivery of the Items at the door step of the consignee.</p>
SCC -2	GCC - 30	<p>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.</p>

SCC-3	GCC - 31	<p>Add clause GCC 31- The Comprehensive Maintenance Contract (Including Spare parts)</p> <p>(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.</p> <p>(ii) The CMC includes repairs of entire system, preventive maintenance, testing & calibration, labour and spares and all software updates.</p> <p>(iii) The Comprehensive Annual Maintenance and Repair charges (after Warranty period) shall be paid quarterly in four equal instalments.</p> <p>(iv) Details of CMC requirements or otherwise, as spelt out in the Technical Specifications, will prevail over those given in this section.</p>
SCC - 4	GCC -31.1	<p>Add GCC clause 31.1</p> <p>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.</p>
SCC - 5	GCC - 32	<p>Add GCC clause 32</p> <p>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.</p>
SCC - 6	GCC -33	<p>Add GCC clause 33</p> <p>The successful bidder shall undertake to commission the Items including the interiors of the site as per technical specification mentioned in Section IV. Schedule of Requirements.</p>

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

Schedule	ITEM	Total Quantity (in number)	Consignee List
1	Incubator with Thermostatic Control (75L)	7	To be notified later
2	Incubator with Thermostatic Control (45L)	6	
3	Donor Bed with Couch system	5	
4	Blood Collection Monitor	5	
5	Table Top Tube Sealer	8	
6	Class - II A2 Biosafety Cabinet (4 ft) [Laminar Air Flow Bench]	3	
7	Manual Plasma Expressor	12	
8	Plasma thawing Bath	3	
9	Coagulometer	3	
10	Refrigerated Water Bath(Cryo bath)	3	
11	Platelet Incubator cum Agitator	5	
12	PQS Digital temperature Monitor	18	
13	Insulated PQS Blood Transport Box with racks	12	
14	Sterile Connecting Device	3	
15	Refrigerated Centrifuge(Cryo centrifuge)	6	
16	Water Bath Serological	3	
17	Double Pan Balance	6	
18	Gel Centrifuge	3	

19	Refrigerator for kits & reagent storage with digital display	5	
20	Di-electric Portable Tube Sealer	3	
21	Haemoglobin estimation equipment	2	
22	Blood bank refrigerator(300 Ltr)	1	

Please note:

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

TECHNICAL SPECIFICATION

Item-1

INCUBATOR WITH THERMOSTATIC CONTROL (75 LTR.)

- a) Control: Equipped with Microprocessor controlled with a large digital display.
- b) Work Chamber Volume: minimum 75 Litres.
- c) Working temp.: Ambient temp. +5°C to 75°C whereas room temperature is around 20° – 24° C.
- d) Temp. deviation:±0.5°C.
- e) Display: Digital display located on front panel of the Items.
- f) Easy to clean: A silicon door gasket & removal of shelf supports make thorough cleaning and disinfection of the working chamber easy & safe
- g) Inner casing: Should be made of corrosion resistant 304 grade stainless steel.
- h) Shelves (adjustable): Two perforated shelves made of corrosion resistant 304 grade stainless steel. Standard supply 3 nos. , inter shelves gap – 6” approx.
- i) Heat conduction: Gravity convection and air circulation.
- j) Heater on rear / side / bottom of the Items.
- k) Power requirement: 230 V, single phase, 50 Hz.
- l) **Certifications:**
 - **Product certification:** CE ; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.
 - **Quality Certification:** ISO certified
- m) Quality Certification: ISO certificate of manufacturing unit
- n) Product should have NABL accredited calibrated thermometer (temp. range 0°- 100°C).

Item-2

INCUBATOR WITH THERMOSTATIC CONTROL (45 LTR.)

- a) Control: Equipped with Microprocessor controlled with a large digital display.
- b) Work Chamber Volume: minimum 45 Litres.
- c) Working temp.: Ambient temp. +5°C to 75°C whereas room temperature is around 20° – 24° C.
- d) Temp. deviation:±0.2°C.
- e) Display: Digital display located on front panel of the Items.
- f) Easy to clean: An interchangeable silicon door gasket & removal of shelf supports make thorough cleaning and decontamination of the working chamber easy & safe.
- g) The entire system should be Double Walled, inner wall & outer wall should be SS-304.
- h) Inner casing: Should be made of corrosion resistant 304 grade stainless steel.

- i) Shelves (adjustable): Perforated shelves made of corrosion resistant 304 grade stainless steel. Standard supply 2 nos. , inter shelves gap – 6” approx.
- j) Heat conduction: Gravity convection and air circulation.
- k) Heater on rear / side / bottom of the Items
- l) Power requirement: 230 V, single phase, 50 Hz.
- m) After sales service: Prompt & efficient after sales service should be available from Kolkata.
- n) Product certification: CE / US FDA / BIS certified
- o) Quality Certification: ISO certificate of manufacturing unit
- p) Product should have alcohol based L type calibrated thermometer (temp. range 0°-100°C).

Item-3

DONOR BED WITH COUCH SYSTEM

1. Standard adult size.
2. Blood Donor Couch is a completely automatic enveloping and specially designed to make blood withdrawals easier, safe and functional, and also for other diagnostic and therapeutic areas.
3. Variable positioning for either arm with comfortably wide arm-rests with swinging out as well as up and down moving facility.
4. Remote operated reclining both head & leg positions with a smooth shifting to any of them at-least 15°.
5. There should be 3 (three) separate motors for the movement of head section, middle section and leg - rest section.
6. Both sides should have supporting brackets for material required for blood collection.
7. Ergonomically designed comfortable chair type for donor comfort. Mattress should be comfortably cushioned with elegantly thick washable upholstery.
8. Seat, back rest and leg rest size designed for donor comfort. It should have step less electric motor.
9. Should be mobile with lockable wheels.
10. Comfortable working level for the operator. Lifting capacity – Approx 150 kg.
11. **Certifications:**
 - Product certification: CE / US FDA / BIS certified.
 - Quality Certification: ISO certified.

Item-4

BLOOD COLLECTION MONITOR

- a. The system is used to collect donated blood from the donor at the same time mixing the blood for quality collection of blood.
- b. It is meant for stationary and mobile use. Gentle end to end mixing and control of collection time to give high quality blood suitable for all blood bags.

- c. Volume Setting: Pre-selection of volume to be collected. Tarring of bag volume before collection. Tarring range: 0 – 600 g. Automatic storage and recall of set volume. Measure volume with best accuracy.
- d. LED indication on commencement of collection.
- e. LED indication and audible alarm at the end of collection.
- f. Indication of time taken for collection.
- g. Indication of blood flow with audio alarm when blood flow is higher or lower than desired.
- h. Continuous display of collected volume, flow and time during collection.
- i. Automatic clamping at termination of preset volume collection.
- j. Automatic release of bag when lifted.
- k. Continuous agitation of blood bags during collection: 12 – 16 rpm (minimum).
- l. Items carry case for Blood Collection Monitor should be provided for portability.
- m. Should operate on mains as well as rechargeable battery. On battery it should operate for a minimum of 5 – 8 hours.
- n. The unit shall be capable of operating continuously in ambient temperature of 10 – 40 °C and relative humidity of 15 – 90%
- o. Power input to be 220 – 240 VAC, 50Hz Single Phase as appropriate fitted with Indian plug.
- p. Resettable over current breaker shall be fitted for protection.
- q. Suitable Automatic Voltage regulator/ stabilizer meeting ISI specifications should be supplied. Broad specifications are: Automatic Type Input 150 – 280 VAC, Output 220V± 7%, 50Hz.
- r. Certifications:
 - Product certification: CE / US FDA / BIS certified.
 - Quality Certification: ISO certified

Item-5

TABLE TOP TUBE SEALER

(To be notified later)

Item-6

Class - II A2 Biosafety Cabinet (4 ft) [Laminar Air Flow Bench]

1. The cabinet should be advanced microprocessor control, which supervises & intervenes operation of all cabinet functions. Temperature-compensated air velocity

sensor monitors both exhaust and down flow. 24-hour clock, UV timer, UV run hour meter, and blower run hour meter are standard.

2. There should be provision of an indicator for filter change (when required).
3. There should be safety interlocking system for protection of instrument & user.
4. The cabinet should have high efficient blower motor preferably DC.
5. The cabinet should have long life DUAL ULPA / HEPA Filter for supply and exhaust (per IEST-RP-CC001.3) with 99.999% efficiency for particle size at least up to 0.3 microns.
6. Should have raised armrest for elevating the operators arms to prevent inflow grille blockage for safety work.
7. Work tray should be made of single piece stainless steel type 304.
8. Programmable automatic UV light timer should simplify operation and extending UV light life and saving energy.
9. There should be sliding front sash (slightly slanted) which can be fully opened to insert and remove large instruments.
10. The cabinet should come with following accessories: UV lamp, electrical outlet sockets and fully SS movable stand with wheels & brakes [antimicrobial coated] for easy movement.
11. Should have service station at Kolkata with trained engineer (mandatory).
12. Should be provided original literature.
13. **Certifications:**
 - **Product certification:** CE ; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.
 - **Quality Certification:** ISO certified
14. NSF 49/ EN12469 certification.

Item-7

Manual Plasma Expresser

1. **TECHNICAL CHARACTERISTICS:**
 - 1.1. **Technical characteristics:** Should be suitable to express blood component (plasma, platelets) from blood bags.
 - 1.2. **Mode of Operation:** Manual
2. **Construction :** Front panel should be spring loaded to uniform pressure on blood bag causing transfer of fluid. Compression plate should be made to transparent

acrylic and it should be durable. Metal used for the Items should be non corrosive and can be cleaned with antiseptics. Base portion and vertical surface should be made to have better strength and long lasting performance. Should have hooks for holding blood bags, suitable to express blood component (plasma, platelets) from blood eyes.

3. **Capacity:** Suitable for 350/450 ml filled blood bag
4. **Setting:** Manual
5. **User interface:** Manual.
6. **Atmosphere / Ambiance (air conditioning , humidity, dust):** Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%
7. **Additional requirement:** All Items should specify should design qualification, installation qualifications operational qualification and performance qualifications, validation and calibration reports should have traceability towards applicable national/ international standards. Performance efficiency, other factors such as distortion etc as applicable be also furnished. Complete construction details in respect of manual specification, thickness, finish etc are to be furnished
8. **Product Certification:** CE; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.
9. **Warranty:** 2 years
10. **CMC:** 5 years

Item-8

PLASMA THAWING BATH

1. TECHNICAL CHARACTERISTICS:

1.1. **Construction:**

- Table top with top opening having a deep thawing chamber with a stirrer or pump mechanism to maintain water at 37 ± 1 deg C and inline heating system to ensure uniform thawing.
- Quick thawing (<20min) should be able to thaw minimum of 6 plasma bags of standard 300 ml capacity (FFP/cryoprecipitate/Aphaeresis or plasma bags.
- Tray with individual compartment to ensure that port of bags should be kept above water levels during the procedures.
- Should give an alarm when the plasma bags are thawed.
- Should have digital temperature display.
- Should have audio visual over temperature alarm system.
- Should have a system to drain the chamber easily.
- Should be supplied with a cover to keep the unit covered when not in use.
- Simple to use and easy to read LED display.
- Drain line with shut-off valve.

- 1.2. **Tray:** Removable type Stainless Steel trays with partitions for holding plasma bags.
- 1.3. **Capacity:** minimum of 6 plasma bags of standard 300 ml capacity.
- 1.4. **Setting:** Manual
- 1.5. **User's interface:** Manual
2. **Energy Source (electricity, UPS/battery, solar):**
 - 2.1. **Power Requirements:** Input voltage 220 /240V 50Hz single phase.
 - 2.2. **Other energy supplies:** Suitable UPS with maintenance free batteries for minimum 30 mins backup should be supplied with the system.
3. **ACCESSORIES SPARE PARTS CONSUMABLES:**
 - 3.1. Reusable wrap bag 500 numbers.
4. **ENVIRONMENTAL AND DEPARTMENTAL CONSIDERATION:**
 - 4.1. **Atmosphere/ Ambiance (Air-conditioning, Humidity, Dust):-** Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%
Capable of operating continuously in ambient temperature of 10 to 40 degree C and relative humidity of 15 to 90%
 - 4.2. **Additional requirement:** all Items should specify design qualification operational qualification and performance qualification validation and calibration report should have traceability towards applicable National/International standards. Performance efficiency other factor such as distortion etc as applicable be also furnished. Complete construction details in respect material specification thickness finish etc are to be furnished.
5. **STANDARD AND SAFETY:**
 - 5.1. **Product Certification:** CE; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.
 - 5.2. **Quality certifications:** ISO certified
 - 5.3. Supporting documents to be provided for protection of electrical safety.
6. **WARRANTY AND MAINTENANCE:**
 - 6.1. **Warranty:** 2 years
 - 6.2. **CMC:** 5 years

Item-9
Coagulometer

Specification	Specification Name	Bid Requirement (Allowed Values)
System Parameters	Configuration Model	Benchtop
	System type	Closed
	Throughput (PT tests/hr)	100 – 150
	Throughput (APTT tests/hr)	Any applicable numeric value
	Throughput (Simultaneous PT&APTT tests/hr)	Any applicable numeric value
	Method Used for clotting assay	Mechanical clot detection/Photo-Optical
	Immunologic Assay	Yes
	Chromogenic Assay	Yes
	Centrifuge required for Sample	Yes
	Sample Type	Plasma, Whole blood
	Stat facility	Yes
	Maximum onboard sample capacity at a given time	Any applicable numeric value
	Continuous loading capability of samples and reagents	Yes
	Number of positions for stat samples	Any applicable numeric value
	Total number of positions for vials of different sizes	Any applicable numeric value
	Number of measurement channels	Any applicable numeric value
	Test Menu Programmable	Yes
	Number of user defined test settings	50 or more
	D-Dimer Test menu	Yes
	TT Test Menu	Yes
	Factor Assays (Both Intrinsic and extrinsic pathways)	Yes
	Vwf antigen	Yes
	LA1, LA2	Yes
Protein S and C	Yes	

Specification	Specification Name	Bid Requirement (Allowed Values)
	Plasminogen	Yes
	Plasmin inhibitor	Yes
	AT-III	Yes
	Flagging of PT value when results exceed 120 seconds	Yes
	APTT value provided when results exceed 180 seconds	Yes
	Platelet aggregometry test	Optional
	Multi wave length testing	Yes
	Wave form analysis	Optional
	Analysis Mode	All (Re-dilution, Re-testing, Repeat analysis)
	Dispensing	Pre-heating probe, Level sensing, Vertical obstruction detection
System Features	Direct Sampling	Yes
	Closed-tube sampling	Optional
	Direct from track sampling	Optional
	Auto sampler	Yes
	Computer Interface	RS232 bidirectional, RJ45 bidirectional, Both Autorequest
	LIS Interface	Yes
	Bar Code Regents Reader	Yes
	Printer type	Laser printer, Built-in Thermal
	Calibration	Automatic, Manual
	Internal Quality Control	Yes
	Inventry management controlled by software	Optional
	Liquid Level Detection	Optional
	Type of data management	PC based, inbuilt system
	PC monitor type	LCD / LED, NA for inbuilt
	PC monitor size in inches	15 or more, NA for inbuilt
PC hard disk	>500 GB, NA for inbuilt	

Specification	Specification Name	Bid Requirement (Allowed Values)
	Number of USB port	2 or more
	Inbuilt Display	LCD, LED, TFT, Touch screen
	Computer System Operating OS	Windows 10 or equivalent
Power Requirements	Resettable over current breaker shall be fitted for protection	Yes
	Power backup	UPS
	Back up time in minutes	15
	UPS Maintenance to be provided by seller	Yes
Accessories, spare parts and consumables	"Offered Items unit to be supplied with sufficient consumables for PT&APTT tests (with at least 2/3rd of total shelf life) required for, sufficient to carry out testing of samples"	1000
Miscellaneous Parameters	Warranty (Option of comprehensive warranty is available through bidding only, which if opted will supersede normal warranty in the catalogue)	2
	Number of installations of the machines in Central /State/PSU Govt Hospitals(Note: Seller should supply a performance certificate of the device to the buyer if demanded after placement of order)	More than 3
Certification	CE / EC / UK Cert / US FDA / BIS	

Item-10

Refrigerated Waterbath (Cryobath)

1. TECHNICAL CHARACTERISTICS:

- For uniform thawing of plasma bags at preset temperature of 4° C ± 0.2° C
- **Construction:** For uniform thawing of plasma bags at present temperature of 4° C ± 0.2° C.

- High capacity pumps to facilitate optimum and uniform thawing of plasma.
- System to prevent contamination of individual ports during thawing.
- Microprocessor based digital controller to precise monitoring and controlling of temperatures at $4^{\circ}\text{C} \pm 0.2^{\circ}\text{C}$.
- Stainless Steel (SS 304) tank of 22 gauge and stainless steel lid of at least 20 gauge.
- Drain line with shut off valve.
- Mounted on lockable castor wheels Temperature sensing method: Sealed sensor dipped directly in water.
- **Power Consumption:** Maximum 1600 W.
- **Operating Temperature:** 2°C to 6°C .
- **Programmable Tem. Range:** 2°C to 50°C .
- **Display Resolution :** 0.1°C - 0.5°C
- **Time Taken:** Time taken for one process should not be more than 2 hours for plasma bags store at -40°C .
- **Tray:** Stainless steel (SS 304) removable tray of individual compartments for holding plasma bags.
- **Capacity:** 10-20 bags per run or per one cycle.
- **Setting:** Manual.
- **User interface:** Manual.

2. PHYSICAL CHARACTERISTICS:

2.1. **Noise (In dBA):** Noise factor should not exceed 60 dB

3. ENERGY SOURCE (electricity, UPS solar, gas, water, CO2.....):

3.1. **Power requirement:** Input voltage $230 \pm 10\%V$, 50Hz, 15Amp Single phase AC

4. ACCESSORIES, SPARE PARTS, CONSUMABLES:

4.1. **Accessories & spare parts:** Complete with comprehensive set of spare parts and a suitable capacity voltage stabilizer. The make, rating, model, description, specification, price, quantity or each item shall be furnished separately.

5. ENVIRONMENTAL & DEPARTMENTAL CONSIDERATIONS:

- 5.1. **Atmosphere / Ambiance (air conditioning, humidity, dust...):** Capable of operating continuously in ambient temperature of 10 to around 30° C and relative humidity of 15 to 90%
 - 5.2. **Additional requirement:** All Items should specify design qualifications, installation qualifications, operational qualification and performance qualifications, validation and calibration reports should have traceability towards applicable national/ international standards. Performance, efficiency, other factors such as distortions etc as applicable be also furnished. Complete construction details in respect of manual specification, thickness, finish etc are to be furnished.
- 6. STANDARDS & SAFETY:**
- 6.1. **Product Certification:** CE ; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries)
 - 6.2. **Quality Certification:** ISO Certified
 - 6.3. **Supporting documents** to be provided for protection of electrical safety.
- 7. WARRANTY & MAINTENANCE:**
- 7.1. **Warranty:** 2 years
CMC: 5 year

Item-11

Platelet Incubator cum Agitator

1. TECHNICAL CHARACTERISTICS:

- Flat bed agitator fitted inside a temperature controlled Incubator operating with CFC free refrigerant gas.
- **Construction:** A. Platelet Incubator: Should have the provision to store the agitator.
- Should have a single transparent outer door for clear visibility.
- Should be able to maintain a temperature of 22+-2 deg C, Set temperature of 22 deg C.
- Should have a digital temperature indicator, Seven day chart recorder with battery backup for minimum of 2 hours for continuous operation during power failure till warranty period.
- Single digital temperature sensor for both recording and controlling.

- Should have audible visual high/low alarm for temperature control, battery on/low, sensor failure, agitator off, power failure, compressor and system.
- Should have forced air circulation method for the uniformity of the temperature at all sides of the incubator, Chamber mounted electrical outlet for agitator should be available.
- **Platelet Agitator:** Internal Surface: Sturdy, Stainless steel/ power coated. External Surface: Sturdy and Corrosion resistant.
- Transparent door.
- **Design of shelves:** Shelves are made of non slip, corrosion resistant material, coated with bacteria resistant material, perforated to ensure air circulation and with sufficient clearance to minimize noise.
- Gentle side to side agitation at 3.6-4 cm side to side, 60-70 strokes/ minute.
- Heavy duty ball bearing gear motor for noiseless and continuous operation for 24 hrs a day throughout the year.
- Motor with internal fan. Should have door open alarm.
- **Capacity:** Designed to hold random platelet packs or aphaeresis platelet packs or a mixture of both types as per requirements (48 bags).
- **Settings:** Factory presetting at 22 deg C \pm 2 deg
- **User's Interface:** Manual
- Temperature controller with sensor

2. PHYSICAL CHARACTERISTICS:

2.1. **Noise (in dBA):** Noise factor should not exceed 60 decibels

3. ENERGY SOURCE (electricity, UPS solar, gas, water, CO2.....):

3.1. **Power requirement:** Input voltage 220/240V 50 Hz

4. ACCESSORIES, SPARE PARTS, CONSUMABLES:

4.1. **Accessories & spare parts:** Complete with comprehensive set of spare parts and a suitable capacity voltage stabilizer. The make, rating, model, description, specification, price, quantity or each item shall be furnished separately.

5. ENVIRONMENTAL & DEPARTMENTAL CONSIDERATIONS:

5.1. **Atmosphere / Ambiance (air conditioning, humidity, dust...):** Capable of operating continuously in ambient temperature of 10 to 30 deg C and relative humidity of 15 to 90 %.

5.2. **Additional requirement:** All Items should specify design qualifications, installation qualifications, operational qualification and performance qualifications, validation and calibration reports should have traceability towards applicable national/ international standards. Performance, efficiency, other factors such as distortions etc as applicable be also furnished. Complete construction details in respect of manual specification, thickness, finish etc are to be furnished.

6. STANDARDS & SAFETY:

- 6.1. Product Certification: CE ; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.
- 6.2. Quality Certification: ISO Certified

7. WARRANTY & MAINTENANCE:

- 7.1. **Warranty:** 2 years
- 7.2. **CMC:** 5 years

Item-12

PQS Digital Temperature Monitor

- 1. Temperature Monitor Certified for Freezers, Refrigerators, Ambient / Room Incubators, Water Baths and Block Heaters.
- 2. Each thermometer is sterilized and certified, traceable to NIST.
- 3. All sensor probes are housed in an unbreakable plastic bottle filled with a Bio-Safe buffering media which maintains readings from sudden temperature changes.
- 4. An audible alarm will sound when the temperature rises above or goes below the set temperatures.
- 5. The thermometer and the bottle probe have Dual Magnets allowing attachment to doors or walls.
- 6. Other features include a flip-open stand.
- 7. The thermometer is °C and °F switchable.
- 8. Range: -12°C to +10°C.
- 9. Warranty: 2 years; CMC: 5 years
- 10. **Product Certification:** CE; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.

Quality certifications: ISO certified

Item-13

Insulated PQS Blood Transport Box with Box with racks

1. Dimensions (cm): 50 X 40 X 30 cm (inside)
2. Lid type and fixing: Fixed hinges
3. Storage Volume: 30 to 35 units of blood of 350 / 450 ml
4. External Materials: Polyethylene
5. Weight fully loaded (Kg): 38.9 kg. Internal lining material: Polyethylene
6. Weight empty (Kg): within 15.9 Kg
7. Insulation materials: Polyurethane
8. Hold over time: 4 to 6 hours
9. External dimensions: (L x W x H cm): 82.5 X 55.0 X 49.9 cm approx.
10. Insulation thickness: 90-105 mm Internal coolant packs (2 to 4)
11. Warranty: 2 years; CMC: 5 years
12. **Quality certifications:** ISO certified

Item-14

Sterile Connecting Device

1. TECHNICAL CHARACTERISTICS:

- **Construction:** The welding should be seamless.
- Should be capable of joining tubes without leakage.
- Welding should not affect the quality of the tube in terms of physical and its chemical properties and it should not cause haemolysis.
- It should have LED indicators or LCD display to show the actual status of the ongoing procedural steps and audio visual alarm system for any functional irregularities.
- The welding accessories should be available with the local agent throughout year.
- The cost per welding is to be considered while price evaluation.
- The cost per welding will be preferably frozen during the period of warranty and maintenance and accessories made available.
- **Capacity:** NA
- **Settings:** Manual
- **User's Interface:** Manual

- **Software and/ or standard of communication (where ever required):** Built in
3. **ENERGY SOURCE (electricity, UPS solar, gas, water, CO2.....):**
 - 3.1. **Power requirement:** 220V, 50 Hz
 - 3.2. **Other energy supplies:** Compatible UPS with half an hour back up.
 4. **ACCESSORIES, SPARE PARTS, CONSUMABLES:**
 - 4.1. **Accessories & spare parts:** Complete with comprehensive set of spare parts and a suitable capacity voltage stabilizer. The make, rating, model, description, specification, price, quantity or each item shall be furnished separately.
 5. **ENVIRONMENTAL & DEPARTMENTAL CONSIDERATIONS:**
 - 5.1. **Atmosphere / Ambiance (air conditioning, humidity, dust...):** Capable of operating continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%.
 - 5.2. **Additional requirement:** All Items should specify design qualifications, installation qualifications, operational qualification and performance qualifications, validation and calibration reports should have traceability towards applicable national/ international standards. Performance, efficiency, other factors such as distortions etc as applicable be also furnished. Complete construction details in respect of manual specification, thickness, finish etc are to be furnished.
 6. **STANDARDS & SAFETY:**
 - 6.1. **Product Certification:** CE ; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.
 - 6.2. **Quality Certification:** ISO Certified
 7. **WARRANTY & MAINTENANCE:**
 - 7.1. **Warranty:** 2 years
 - 7.2. **CMC:** 5 years

Item-15

Refrigerated Centrifuge (Cryo Centrifuge)

Purpose: For separation of blood components like packed cells, platelet rich plasma, platelet concentrate, Plasma, Cryoprecipitate etc.

1. **TECHNICAL CHARACTERISTICS:**

1.1. Refrigerant Centrifuge with CFC free refrigerant.

1.1.1. Construction:

- Microprocessor controlled system to make operation automatic {displaying RPM and RCF (at least 700-5000g) and acceleration & deceleration & temperature}.
- **Programmable memory:** Memory with tamper proof facility.
- **Stainless steel chamber:** Should be of easy to clean, corrosion resistant type.

The chamber preferably should come with provision of both drain and condensed water collection container.

The chamber should be supplied with Removable plastic cups (2 sets of 12 plastic cups) to hold single/double/triple/quadruple/quintuple (soft filter) blood bags with partition in every bucket.

- Insert with hook adapter to spin buffy coat or small volume of blood and balancing weights for inserts. Must be equipped with automatic lid lock system which means the lid cannot be opened manually and / or by any internal force during operation to prevent accidental incident.
- Speed variation: Microprocessor controlled rotor speed to within 10 rpm of set value.
- Adjustable acceleration and deceleration profiles & digital display must be available.
- Microprocessor controlled chamber temperature within ± 1 deg C of set temperature regardless of the centrifuge speed.
- Programmable time: 0-99 minutes or more with minimum resolution of 1 minute.
- Digital display of temperature, speed and time with full resolution.
- There should be Motor imbalance detection system and the Centrifuge should immediately shut down if such imbalance is detected. Should incorporate alarms for imbalance detection, lid interlock, over temperature, rotor over speed.
- Temperature should reach 4 deg C with full load (accuracy ± 0.5 deg C)

1.2. **Capacity:** Swing bucket blood bank rotor: With metal buckets, 6 x 2000mL, with or without wind shielded, Suitable adaptors for 12 blood bags of 350mL & 450mL with soft filter, at-least 4 set of volume and weight compensate for maintenance of quality of the components.

1.3. **Settings:** Manual

1.4. **User's Interface:** Manual

1.5. **Software and/or standard of communication:** required for the documentation purposes

PHYSICAL CHARACTERISTICS:

1.6. **Noise (in dBA):** Noise factor should not exceed 60 decibels

2. ENERGY SOURCE (electricity, UPS, solar gas, water, CO₂...):

- 2.1. **Power Requirements:** Input voltage single phase / three phase along with a servo voltage stabilizer of appropriate rating with input voltage of 110 to 280 V / 200 to 400 V, 50 Hz and output voltage 220 V ±10 and high low voltage auto cut.

3. ACCESSORIES, SPARE PARTS, CONSUMABLES:

- 3.1. **Accessories & spare parts:** Complete with comprehensive set of spare parts. Volume & weight compensate accessories should be provided in adequate quantity to run full capacity.

4. ENVIRONMENTAL & DEPARTMENTAL CONSIDERATIONS):

- 4.1. **Atmosphere / Ambiance (air conditioning, humidity, dust...):** Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%
- 4.2. **Additional requirement:** All Items should specify design qualifications, installation qualifications, operational qualification and performance qualifications; validation and calibration reports should have traceability towards applicable national/ international standards. Performance, efficiency, other factors such as distortions etc as applicable be also furnished. Complete construction details in respect of manual specification, thickness, finish etc are to be furnished.
- 4.3. Facility to remove the blood bags during power failure / emergency.
- 4.4. Provision for calibration window during intra-operative phase.

5. STANDARDS & SAFETY:

- 5.1. **Product Certification:**
CE ("Conformite Europeane") Class II A certification from European Union notified body having 4 digit identification number.

OR

The product must be enlisted under US FDA and the quoted model must have US FDA certification to market in US

- 5.2. **Quality Certification:** ISO Certified
- 5.3. Supporting documents to be provided for protection of electrical safety that of IEC (Class I).

5.4. All the bidders or vendors to submit a validation / QC / process control data related to the components prepared on the quoted model at the time of bid submission.

- i) FFP: PT, APTT, Fibrinogen
- ii) Platelet concentrates: Platelet count / yield, WBC count, RBC count, Hct. (Both in PRP / PC & Buffy coat)
- iii) Conc. RBC: Hct, Hb, Product volume, WBC count.

6. WARRANTY & MAINTENANCE:

6.1. **Warranty:** 2 years

6.2. **CMC:** 5 years

Item-16

Water Bath – Serological

1. TECHNICAL CHARACTERISTICS:

1.1. Water Bath with MICROPROCESSOR technology

- Bright temperature display (LED)
- Seamless, splash – proof keypad
- Splash-proof mains switch
- Optical warning signal with timer for the cut off function
- Drain screw for conveniently emptying the bath
- Dry-running protection
- Removable bottom plate
- Should have audio-visual alarm if temperature serve more than the setting
- Working temperature range: Room temp upto 100° C
- **Temperature Stability:** ± 1° C
- **Display:** LED
- **Display Resolution:** 1° C
- **Heater Capacity:** 2000W
- **Filling Volume:** minimum 20 Ltrs.
- Should have a stirrer
- **Settings:** Manual
- **User's Interface:** Manual

2. PHYSICAL CHARACTERISTICS:

- 2.1. **Heat Dissipation:** 2000w
3. **ENERGY SOURCE (electricity, UPS solar, gas, water, CO2.....):**
 - 3.1. **Power requirement:** Input voltage 220/240v 50Hz
4. **ACCESSORIES, SPARE PARTS, CONSUMABLES:**
 - 4.1. **Accessories & spare parts:** Complete with comprehensive set of spare parts. The make, rating, model, description, specification, price, quantity or each item shall be furnished separately.
5. **ENVIRONMENTAL & DEPARTMENTAL CONSIDERATIONS):**
 - 5.1. **Atmosphere / Ambiance (air conditioning, humidity, dust...):** Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%
 - 5.2. **Additional requirement:** All Items should specify design qualifications, installation qualifications, operational qualification and performance qualifications, validation and calibration reports should have traceability towards applicable national/ international standards. Performance, efficiency, other factors such as distortions etc as applicable be also furnished. Complete construction details in respect of manual specification, thickness, finish etc are to be furnished.
6. **STANDARDS & SAFETY:**
 - 6.1. **Product Certification:** CE or US FDA certified
 - 6.2. **Quality Certification:** ISO Certified
 - 6.3. **Supporting documents** to be provided for protection of electrical safety.
7. **WARRANTY & MAINTENANCE:**
 - 7.1. **Warranty:** 2 years
 - 7.2. **CMC:** 5 years

Item-17

Double Pan Balance

(To be notified later)

Item-18

Gel Centrifuge

1. Semi-automated Immuno-haematology should be able to perform centrifugation, reading and interpretation of all the tests based on Gel Technology for Cross-matching in coombs and enzyme phase to pick both

IgG & IgM Antibodies, Blood grouping , Rh typing, Antibody screening & Identification.

2. Gel Card Centrifuge should have 8 gel card capacity.
3. Speed Range (RPM) Maximum:1600
4. System should be table top model.
5. System should be open system for accommodating different manufacture's Gel Card.
6. System should be based on gel technology.
7. Card Centrifuge should be microprocessor controlled.
8. Card Centrifuge should be compatible with 6 micro-tubes and 8 micro tube gel cards
9. Card Centrifuge should have electronic door lock with open lid detection.
10. Card Centrifuge should be pre-programmed for fixed 10 minutes time with audible alarm.
11. Centrifuge should have LCD type panel for display of RPM and timer.
12. Centrifuge Power supply 110-220 volts/50-60 Hz.
13. On-site warranty should be of 5 years.
14. Product Certifications: FDA/ISO.
15. Calibration Certificate should be provided free of cost during entire warranty period as and when required by the facility.
16. There should be at least 5 installations in different government facility.
17. The company should provide 24 cross-match cards with each Centrifuge machine.

Item-19

REFRIGERATOR FOR KITS & REAGENT STORAGE WITH DIGITAL DISPLAY

1. Description: Vertical, frost free, CFC free, Single Glass Door, Door with key lock
2. Capacity: From 400 – 600 L
3. Temperature range: Should be from 2°C to 8°C throughout the Chamber
4. Temperature should be controlled by micro-processor controller
5. Should have digital display of temperature with alarm device (audio-visual)
6. Number of Shelves: Should have minimum 4 nos. with adequate space along with 4 additional perforated plastic tray for air circulation as accessories.
7. Shelves should be adjustable / removable

8. Should be supplied with suitable voltage stabilizer
9. Power supply: 230 V AC, 50-60 Hz
10. Product Certification: CE / US FDA / BIS certified

Warranty: 2 years; CMC: 5 year

Item-20

DI- ELECTRIC TUBE PORTABLE SEALER

- 1 Blood Bag tube sealer is a compact Items to seal the Blood Bag pilot tubing.
- 2 The system should be able to seal the Blood Bag tubes quickly and effectively.
- 3 Should be simple to handle.
- 4 System should gently seal the tubing with no haemolysis using radiofrequency.
- 5 Should be capable of making wide seal of 2 mm thickness.
- 6 The sealing time should not be more than 3 seconds.
- 7 Minimum weight should not exceed 2.5 Kg with all accessories & rechargeable battery & charger. A carrying case should be included. The battery should have at least warranty of 1 year. Price of the battery should be quoted in Form 10 (b).
- 8 Should have indication lamps for "Sealing Process" on handle or main unit.
- 9 No warm - up time should be required.
- 10 Should ensure easy separation of tube segments after the sealing.
- 11 System should run on battery with 8 - 10 hrs. back up.
- 12 Back up battery should seal more than 800 seals on PVC - tubes in continuous mode.
- 13 The units shall be capable of operating continuously in ambient temperature of 10 - 40 °C and relative humidity of 15 - 90%.
- 14 Power input: 220 - 240V/50 Hz AC Single phase fitted with appropriate Indian plugs and sockets.
- 15 Electrodes should be well protected by a cover.
- 16 **Certifications:**
 - **Product certification:** CE ; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.
 - **Quality Certification:** ISO certified

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- 27 System should run on battery with 8 - 10 hrs. back up.
- 28 Back up battery should seal more than 800 seals on PVC - tubes in continuous mode.
- 29 The units shall be capable of operating continuously in ambient temperature of 10 - 40 °C and relative humidity of 15 - 90%.
- 30 Power input: 220 - 240V/50 Hz AC Single phase fitted with appropriate Indian plugs and sockets.
- 31 Electrodes should be well protected by a cover.
- 32 Certification:
 - Product certification: CE / US FDA / BIS certified.
 - Quality certification: ISO certified.

Item-21

Haemoglobin estimation Items

(To be notified later)

Item-22

Blood bank refrigerator(300 Ltr)

1. Should be able to accommodate 120 numbers standard blood bags for each

of 350 ml capacity

2. Temperature should maintain between +2° C to +6 °C.
3. Should be provided with a temperature recorder (weekly chart recorder).
4. The unit should be mounted on wheels.
5. The external cabinet should be of rust proof material and have internal SS sheet and should have sliding trays made of stainless steel.
6. Should have an inner plexidoor for each compartment separately for easy viewing the blood bags. Outer lockable double glass door with air gaps.
7. Should have a digital sensor dipped in liquid/air medium.
8. Should have a display for temperature.
9. Internal temperature hold overtime in case of power failure should be at least 1 ½ hrs.
10. Should have an internal light
11. Should have visual, audible indication for door open, high and low temperature and power on.
12. Alarm system & recorder should be incorporated with battery backup for minimum 2hrs.
13. Should have a vertical cabinet.
14. Should have a CFC free, Urethane foam insulation (50-90mm) to protect cabinet from ambient temperature fluctuations
15. System should have a positive forced air circulation to maintain temperature uniformity at all shelf levels with +/- 1degC.
16. Should have sensors for activating automatic defrost cycles to minimize the frost build up.
17. Should be provided with a voltage stabilizer (external or inbuilt) of appropriate ratings.
18. Should operate on mains 220-240Vac, 50 Hz single phase.
19. Temperature recording chart (300nos) and ink pen (5 nos) shall be supplied free of cost.
20. Should have safety certificate from a competent authority CE (4 digit Notified Body)/ US FDA/ BIS.

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 all 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 one (1) year from the date of acceptance after commissioning of the goods. During warranty, cost and responsibility of the transport/shifting of the Items, 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 Items, alternative working Items 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 Items, 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 Items, alternative working Items 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 Items, within the prescribed response time.

iv. Labelling & Packing

The Items 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, XXXX	☎: (0XX) XXXX XXXX / XXXX
Service Engineer : Mr. XYZ, 09XXXXXXXXXX	☒: abc@abc.com, ☎:
Service Manager : Mr. XYZ, 09XXXXXXXXXX	☒: abc@abc.com, ☎:

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 Items
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each Items
- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Items 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 Items.

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.: _____, Item - ____

Name of Contract: Supply and Commissioning of *[Name of the Items]* 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- 193/2024, dated-11.03.2024** 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 Items for *[Name of the Items]* 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(two)** 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 Items.
- 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 Items 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 Items [*name the Items*] during the warranty & CMC period.
- l) The time for rectification of the Items will not be more than 48 hours from the time of the complaint is lodged.
- m) In case the defective Items is not put back to use beyond 72 hours, we will install alternative Items 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 above in case of need / or to decrease the quantity of goods and related services 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.

(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	<p>Performance Statement Form (For the period of last three calendar years ending December 2023) - Form 6 of Section V</p> <p>1. Submitted document should be supported with Work order / supply order copy</p> <p>2. Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility) against the work order</p> <p style="text-align: center;">OR</p> <p>Proof of payment against supply and installation against the work order</p> <p>that the bidder have supplied medical Items in Hospitals in India during the last 3 (three) calendar Years</p>			
4	Income Tax returns for assessment year (2019-20, 2020-21,2021-22 or 2020-21,2021-22, 2021-23)			

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)			
BID - B				
Sl. No.	Activity	Yes/No/N A	Page No in the Bid	Remark
8	Model of the Items 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/BIS (Bureau of Indian Standards) as per technical specifications			
12	Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any]			
13	Average Annual Turnover of the Company in medical Items division during the last 3 Financial Years (2019-20, 2020-21,2021-22 or 2020-21,2021-22, 2021-23) (in INR) - to be certified by practicing Chartered Accountant as per format given in FORM 9			
14	Form 10: Declaration of Quality Certification of Items (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 Items will be actually installed):	
Invoice No. & Date:	
Details of Batch / Serial Numbers, if any of item supplied:	
<p>..... (Signature & Office Seal of authorized representative of Consignees with date) [Name and designation of the signatory to be written capital letter]</p>	
<p>..... (Signature & Office Seal of Head of the Institute / Hospital with date) [Name and designation of the signatory to be written capital letter]</p>	

Form 3b: Satisfactory Installation Certificate (SIC)



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

Bid Reference :

Award of Contract Reference :

Description of Items/Service :

Date of Commissioning :

This is to certify that the Items(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 Items and site preparation including interiors as per bid document.

Details of Items, 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 Items, 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 Items Yes No

Signature with stamp:

Name (in Block) :

Designation :

The following operators/ end users have been trained to operate the Items(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.

Item No. : Items: Offered Model:

<i>Sl</i>	<i>WBMSCL's minimum Technical Requirements</i>	<i>Technical Compliance</i>	<i>Remarks</i>
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 for each item

Sl. No.	Particulars	Amount to be quote in INR	Payment Mode	Applicable Taxes
1	Basic Price of 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	Payment will be made in INR	Payment will be made in INR	
Gross Price				

Form 8(a): PRICES FOR CONSUMABLES

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

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 Items division during the last 3 Financial Years (2019-20, 2020-21, 2021-22 or 2020-21, 2021-22, 2021-23) 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 ITEMS

(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 Items, 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 Items) is CE (European Conformity)/ EC / UK Cert / US FDA / BIS 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 Items.
4. That the original copy/ photo copy of the CE (European Conformity)/ EC / UK Cert / US FDA / BIS 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) 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.

While issuing Bank Guarantee, issuing applicant must mention receiver's details as **ICICI Bank IFSC ICIC0001056. Branch Salt Lake Sector 5**, in BG text at which SFMS IFIN 760 message to be send by issuing bank, to establish the authenticity of given BG.

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

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."