Notice Inviting e-Tender

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

Phone No (033) 40340307/20
E mail: procurement@wbmsc.gov.in

Supply and Commissioning of 01(one) unit of advanced Cath Lab Machine for the Department of Cardiology (7th Floor of BC Roy Building)at NRS MC&H, Kolkata

(Submission of Bid through *online*)

Bid Reference No.: WBMSCL /NIT-773/2026	**Dated–15.09.2026**

1. West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Government of West Bengal to procure on their behalf **01(one) unit of advanced Cath Lab Machine for the Department of Cardiology at NRS MC&H, Kolkata , Kolkata.**

2. WBMSCL hereby invites bids from eligible and qualified bidders for **Supply and Commissioning of 01(one) unit of advanced Cath Lab Machine for the Department of Cardiology at NRS MC&H, Kolkata , Kolkata** as per Schedule of Requirement.

3. Intending bidders 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 online only at tenders.wb.gov.in. Earnest Money Deposit of an amount of Rs. 20,00,000/- (Rupees Twenty Lakhs only) shall be paid, of which Rs. 8,00,000/- (Rupees Eight Lakhs only) shall be transferred by way of electronic transfer to the designated bank account as mentioned in the website https://tenders.wb.gov.in and the remaining amount of Rs. 12,00,000/- (Rupees Twelve Lakhs only) to be paid offline by way of issuing Bank Guarantee in the form given in Form - 12 issued in favour of 'West Bengal Medical Services Corporation Limited' from any scheduled commercial 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	**21.09.2026**
2.	Documents download start date (Online)	**21.09.2026**
3.	Date of **Pre bid Meeting** with the intending bidders in the Conference Hall of **West Bengal Medical Services Corporation Limited**	**28.09.2026 at 01:00 PM**
4.	Bid submission start date (Online)	**06.10.2026**
5.	**Bid submission closing (Online)** Bid submission includes: i) Non statutory documents to be submitted under My Documents (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 the Statement of Breakup of Duties and Taxes & Prices of consumables, spares etc.) **Detailed list of documents annexed at Section V Check-List Form** Non-statutory document (document uploaded in My Documents), Bid – A & Bid – B constitute the Technical Bid and Bid – C is the Financial Bid. *Any wrong or misleading information provided by the bidder during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in WBMSCL for at least 5 years.* **Each scanned documents should have an index page indicating the name of the documents enclosed with Page no.**	**14.10.2026**; up to 5:00 PM
6.	Last date of submission of: 1. Earnest Money Deposit of an amount of Rs. 20,00,000/- (Rupees Twenty Lakhs only) shall be paid, of which Rs. 8,00,000/- (Rupees Eight Lakhs only) shall be transferred by way of electronic transfer to the designated bank account as mentioned in the website https://tenders.wb.gov.in and the remaining amount of Rs. 12,00,000/- (Rupees Twelve Lakhs only) to be paid offline by way of issuing Bank Guarantee in the form given in Form - 12 issued in favour of 'West Bengal Medical Services Corporation Limited' from any scheduled commercial bank payable at Kolkata. 2. Hard copies of the documents uploaded in e-tender during bid submission. **No BOQ to be submitted in hard copy**. N.B.: 1) All the above documents are to be submitted at the registered office of WBMSCL. **It is essential that all documents in hard copy are to be placed before the Bid Evaluation Committee and arranged in the same sequence as given in the Check List. All the documents should be appropriately flagged.**	**16.10.2026; up to 5:00 PM**

7.	Bid opening date for Technical Proposals (Online)(Bid A & B)	To be notified later
8.	Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the Technical Bid evaluation	To be notified later
9.	Functional demonstration of the equipment	To be notified later
10.	Submission of non-statutory wanting document (if any)	To be notified later
11.	Opening of Financial Bid	To be notified later

Section I: Instructions to Bidders

(A) Important information at a glance

Whenever there is a conflict, the provisions herein (i.e. in Important Information at a glance) shall prevail over those in the General Conditions of Contract (GCC) & Special Conditions of Contract (SCC)

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

1. Tender Details

Sl. No.	Item Name	Qty	Estimate Cost in INR	Warranty	Comprehensive Maintenance Contract (CMC)
1	Cath Lab Machine	01	10 Crores.	2 Years(Entire System)	8 Years

2. Tender Fees: Exempted

3. Earnest Money Deposit (EMD)

Schedule	Item	Amount In Lakh (INR)	Instrument
I	Cath Lab Machine	8.00	By way of electronic transfer to the designated bank account
		12.00	Offline (In the form of Bank Guarantee) as per Form 12

4. Annual Turnover Requirements: (E)

The bidders should have minimum average annual turnover of Rs 10 Crores in the financial years 2022-2023, 2023-2024 and 2024-2025, as per the audited accounts of their organization as specified in the table below:

Sl. No.	Item	ANNUAL TURNOVER in INR
1	Cath Lab Machine	10 Cr.

5.

(a) Timeline for Supplies& Commissioning

Sl. No.	Item	Timeline in days
1	Cath Lab Machine	**90(Ninety Days)** **75 (Seventy Five) days from date of opening of LC (Letter of Credit) / requisite power/Procurement License at the site, whichever is later.** **Installation and commissioning: 15 days** **Procurement license from the Atomic Energy Regulatory Board (AERB) should be obtained by the Supplier upon receipt of Award of Contract and prior to opening of LC. The bidder have to fill up the documents as per Form-11**

(b) Payment Terms

Cath Lab Machine

Payment for Main Equipment & Domestic Goods: Irrevocable and non – transferable 100% LC shall be opened, however, if the Supplier requests specifically to open confirmed LC, the additional charges, if any would be borne by the Supplier. If LC is required to be extended and/or amended for reasons not attributable to the Purchaser/Consignee, the additional charges thereof shall be borne by the Supplier. Applicable custom duty, custom clearance charges and other charges, if applicable will be borne by the supplier.

(c)Terms and Mode of Payment

Payment Terms

Payment shall be made through electronic transfer subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner, depending on the goods being imported or domestic goods or of foreign origin located within India.

Quotes against Cathlab Machine shall be made in Indian Rupee (INR) as specified in the Contract in the following manner:

A) Payment for (Main Unit):

Payment for main equipment portion shall be made in INR as specified in the Contract in the following manner:

a) On Shipment:

(i) 70% payment of the unit price for Payment for Cathlab Machine will be released against furnishing of Consignee Receipt Certificate (CRC) as per **Format 3a** and against submission of Performance Bank Guarantee of 10% of the order value valid for a period of 14 (Fourteen) months from the date of Award of Contract (AOC). Bidders may note that the Selected Bidder should submit the Performance Security in the form of an unconditional and irrevocable Bank Guarantee within 14 days after issue of AOC. A Contract will be signed thereafter followed by opening of LC.

The bidders shall submit the documents specified hereunder:

(i) Four copies of Supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
(ii) Original and four copies of the lorry receipt;
(iii) Four copies of packing list identifying contents of each package;
(iv) Insurance Certificate
(v) Certificate of country of origin.
(vi) Consignee Receipt Certificate (CRC) as per **Format 3a**
(vii) Manufacturer's/Supplier's warranty declaration;
(viii) Manufacturer's/Supplier's warranty certificate;
(ix) Manufacturer's own factory inspection report and

(x) Inspection certificate for the dispatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to dispatch;

Bidders may note that the selected bidder should submit the Performance Bank Guarantee within 14 days after issue of Award of Contract. A Contract will be signed thereafter followed by opening of LC.

b) After Supply and Installation

15% payment of the unit price quoted at "Basic Price" will be released after supply and satisfactory installation of the Goods and on submission of installation certificate and Satisfactory installation Certificate issued by the user Department of the Medical College followed by a joint visit of officials of WBMSCL, PWD and Medical College authority as per Form 3a & 3b.

c) After Commissioning

Balance 15% payment of the unit price quoted at "Basic Price" will be released on receipt of 90 days Satisfactory Functioning Certificate, for a continuous period of 90(Ninety) days without any disruption of service after Installation and Commissioning of the equipment after satisfactory commissioning certificate by the user Department in the prescribed format given at Form-3 after and upon the submission of the following documents:

The bidders shall also submit the documents specified hereunder:

i. Four copies of Supplier's invoice showing contract number, Goods description, quantity, unit price and total amount;
ii. Two copies of packing list identifying contents of each package;
iii. Inspection Certificate issued by the user Department, if applicable, as per the Contract.

Bidders are requested to do minor site preparation, if required.

While claiming reimbursement of duties, taxes etc. (like custom duty and/or GST or any other taxes) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, (the supplier) shall refund to the Purchaser/Consignee forthwith.

<u>Payment for Domestic Goods (3rd party items)</u>

Quotes against the domestic goods are to be filled in designated cells in the BoQ. Payment shall be made in INR as per quoted rate in the BOQ. The quoted INR will remain valid and unchanged for 1(one) year. The bidders should provide breakup of the aggregated cost of Domestic goods in form 7.

a) **On delivery:**
80% (eighty) percent payment of the unit price quoted in "Domestic Goods" read with Break up given in Form 7 shall be paid against satisfactory installation.

b) On completion of satisfactory functioning of 90 days after Commissioning
Balance 20% payment of the unit price quoted in "Domestic Goods" read with Break up given in Form 7 on receipt of 90 days Satisfactory Functioning Certificate, for a continuous period of 90(Ninety) days without any disruption of service after Installation and Commissioning of the machine, duly signed by Medical College / Hospital Authority.

C) Payment for Turnkey Work (site preparation including interiors):
Payment for Turnkey Work (site preparation including interiors) will be made to the Supplier in INR on completion of satisfactory performance for 90 (Ninety) days after installation, commissioning of the goods and issue of final acceptance certificate stating "satisfactory functioning of the equipment for 90 (Ninety) days after commissioning" by the Consignee, for a continuous period of 90 (Ninety) days without any disruption of service after Installation and Commissioning of the machine. The final acceptance certificate shall be signed by the facility / end user or issued after joint visit by authorized official(s) from WBMSCL and the facility/ end user.

6. Performance Security (PS)

In the form of unconditional and irrevocable Bank Guarantee to be submitted within 10 days after receipt of intimation of opening of LC by the Purchaser.

Cath Lab Machine
10% of the Bid Value (Validity should be till the completion of 2 years Warranty period + 60 days).

7. Who can bid

Cath Lab Machine
(1) Manufacturing Company (2) Manufacturer's subsidiary in India (3) Manufacturer's sole Authorized Distributor / Business Partner, in case the manufacturing company does not have registered office/ commercial establishment in India. Bidders would only be eligible, if they agree to remain responsible for providing Comprehensive Maintenance Services (including all spares) for the entire useful life of the Equipment after expiry of the Warranty Period. In case of authorised distributors quoting on behalf of their manufacturers, an authorised distributor cannot represent two manufacturers or quote on their behalf. There can be only one bid from the following: i) The manufacturer directly or through an authorised distributor on his behalf; and ii) Authorised distributor on behalf of only one manufacturer

8. **i.Service up time in Warranty & CMC**

Cath Lab Machine
Working condition for a minimum period of 350 days out of a period of 365 days(i.e. **96%** uptime)
The response time to any fault should be not more than **8 hrs**. Time for rectification should not be more than 24 hours
Maximum Downtime allowed without penalty : **48 hours**
Penalty beyond 12 hours of non physical attendance: Rs 25,000 per 24 hours per equipment Penalty for Downtime after **48 hrs**: Rs 60,000 per 24 hour per equipment.

9. **Penalty for Delayed Delivery / Delayed setting up of Services, Installation and Commissioning**

Cath Lab Machine
If the Supplier fails to deliver, install or commission any or all of the Goods or fails to perform the services within the time prescribed in the Contract, the Purchaser/Consignee shall, **without prejudice to other rights and remedies available to the Purchaser/Consignee under the Contract, for each day of delay in delivery, installation or commissioning of any or all of the Goods, as penalty, extend the warranty period for 3 (three) days until actual delivery or installation or commissioning**. OR 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

The tenderers should submit credentials i.e. Work Order / Purchase Order along with proof of completion of same/ similar nature of equipment valuing minimum 40% of the estimated amount put to tender in support of supplies made to Govt. Hospitals/ Govt. healthcare facilities/ Govt. Institutions/ Govt. Undertaking/ Govt. Statutory or Autonomous bodies for the period of last five years ending from the issue of this NIT.

Under taking regarding sharing Land Border: In terms of Clause regarding Restrictions on procurement from a bidder of a country which shares a land border with India as specified under Rule 144(xi) of the General Financial Rules (GFRs), 2017 and Office memorandum issued by the Ministry of Finance, Govt. of India vide DOE Order (Public Procurement No. 4) No. F.7/10/2021-PPD(1), Dated-23.02.2023 (as amended from time to time), where has been clearly mentioned that, "Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws". Self Declaration must be given in the below mentioned format (as applicable) in the letter head by the authorized signatory with stamp.

Annexure-IA

DECLARATION CERTIFICATE FOR PROCUREMENT OF GOODS & SERVICES

Tender Ref. No.: Date:

Description of work:

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

TYPE-I

Applicable for bidders falling under countries not sharing land border with India (or) sharing land border with India but currently lines of credit facility extended by Govt. of India to that country

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and accordingly does not call for any registration with Competent Authority and this bidder is eligible to be considered.

Date: Signature :
Place: Name of the Person

Designation :
Firm Name :

TYPE-II

Applicable for bidders falling under countries sharing land border with India but currently lines of credit facility is not extended to that country

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is from such a country and currently lines of credit facility is not extended by Govt. of India to that country. Accordingly, for bidding in this particular tender, bidder need to be registered with DPIIT. In this regard, the required formalities have been completed and the bidder has registered with Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. Our registration details are indicated below.

Competent Authority Ref. No. :
Registration No. & Date :

Name of the Company :
Registration valid up to :
(Copy of the Registration certificate enclosed)

Date: Signature :
Place: Name of the Person
Designation :
Firm Name :

11. Preference for S.S.I. units registered in West Bengal & PSUs in West Bengal:

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

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

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

12. Note1: Warranty and CMC includes the equipment (including all accessories, ancillaries as given in the technical specifications given in Section-IV) required for the UPS, UPS Battery and the like.

Note2: The bidders, who have downloaded the Bidding Documents, shall be solely responsible for checking these websites for any amendment, addenda or corrigenda issued subsequently to the Bidding Documents and takes into consideration the same while preparing and submitting the bids.

Bids will be opened in the presence of bidders' 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.

Note3 : The Financial Bid shall be opened after completion of 48 (forty-eight) hours from the time of uploading/publishing of the Summary List of Technically Qualified Bidders. No complaint, objection, or claim in this regard shall be entertained after expiry of the aforesaid timelines.

Note 4: In the case of a bidder offering to supply Goods under the Contract that the bidder does not manufacture or otherwise produce, the bidder should be duly authorized by the manufacturer of the Goods who meets the criteria under

1. Above (all supporting documents / information as asked above for manufacturer shall be submitted with the bid) and

a) The manufacturer furnishes a legally enforceable authorization in the prescribed Form assuring full guarantee and warranty obligations as per GCC and SCC for the Goods offered; and

b) The bidder, as authorized by the manufacturer, must have supplied and provided after sales service of same model (only the equipment) in the Schedule of Requirements in any one of the institutions within India in the last five (5) years, which must be in satisfactory operation at least for one year on the date of bid opening.

Note 5: Service Centers
Preferably at Kolkata with all necessary spare parts. Service engineers should be present at the hospital within 6 hours of rising of first call.

Note 6: 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 wbtenders.gov.in.

c. Any wrong or misleading information provided by the bidder during submission of bids may lead to summarily cancellation of bid, blacklisting in WBMSCL for at least 3 years and forfeiture of EMD.

d. 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: **Supply and Commissioning of 01(one) unit of advanced Cath Lab Machine for the Department of Cardiology at NRS MC&H, Kolkata , Kolkata** as per the Schedule of Requirements.

15. Source of Funds

15.1 Funds received from the **Department of Health and Family Welfare, Government of West Bengal** (**DoHFW**)**,** for the procurement of Medical Equipments on behalf of the **DoHFW**.

16. Fraud and Corruption

16.1 It is WBMSCL policy to require that bidders, 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 bidders 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 bidder recommended for award has engaged in corrupt practices in competing for the contract in question;

(c) Will declare a bidder ineligible, either indefinitely or for a stated period of time, to become a WBMSCL registered Vendor if it at any time determines that the bidder 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 require a WBMSCL registered 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.

16.2 Any bidder 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 bidders or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the bidder from WBMSCL vendor roster and may lead to suspension following review by WBMSCL Vendor Review Committee.

16.3 It is required that bidders, 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 Government of India 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 bidder; 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 Bidders

17.1 A bidder and all parties constituting the bidder may have the nationality of any country.

17.2 A bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they 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;

17.3 A bidder that is under a declaration of ineligibility by WBMSCL in accordance with Instructions to Bidders at the date of award of contract shall be disqualified. Bidders 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 Government of India or any other State Government or WBMSCL,
- Suppliers have been declared ineligible by Government of West Bengal or Government of India or any other State Government or WBMSCL.

18. Eligible Goods and related services

18.1 All the Goods and related services to be supplied under the Contract may have their origin in any country.

18.2 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

19.1 The Bidding Documents consist of:

- Section I. Instructions to Bidders
- Section II. General Conditions of Contract (GCC)
- Section III. Special Conditions of Contract (SCC)
- Section IV. Schedule of Requirements
- Section V. Bidding Forms
- Section VI. Contract Forms

19.2 The bidder 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.

19.3 Bidders 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. Bidders are encouraged to advise WBMSCL, if they disagree.

19.4 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 Bidding Documents

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

21. Amendment of Bidding Documents

21.1 At any time prior to the deadline for submission of bids, WBMSCL may amend the Bidding Documents by issuing addenda/corrigenda to be uploaded in the e-tender portal & website of WBMSCL.

21.2 To give prospective bidders 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. Bidders are to prepare and submit the following:

i) Non statutory documents to be submitted under My Documents
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, the Statement of Breakup of Taxes & Duties and Cost of Consumables & Spares)

Details are given in "Submission and Opening of Bids"

23. Cost of Bidding

The Bidder 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 bidder 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 shall be permitted 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 Inco terms shall be governed by the rules prescribed in the Inco terms 2020, published by The International Chamber of Commerce.

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

27. Currencies of Bid

The bidder shall quote

(i) The rate of the equipment in INR only.
(ii) Domestic Goods & Cost of site Preparation including interiors in INR only
(iii) **Cost of year wise CMC charges in INR**

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 bidder 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 bidder

As per Form 2: Check-List of Section V of the Bidding Documents.

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 bidder to extend the period of validity of their bids and EMD. In the event of

the request for such extension beyond bid validity period, the bidder may or may not accept such request. In case, the bidder refuses to accept the request, the EMD of the bidder shall not be forfeited.

31. Period of validity of the bid price:

The Bid Price shall remain valid for a period of **2 (Two) years** from the date of signing of contract.

32. Earnest Money Deposit (EMD):

32.1 The EMD shall be of an amount of Rs. 20,00,000/- (Rupees Twenty Lakhs only), of which Rs. 8,00,000/- (Rupees Eight Lakhs only) shall be transferred by way of electronic transfer to the designated bank account as mentioned in the website https://tenders.wb.gov.in and the remaining amount of Rs. 12,00,000/- (Rupees Twelve Lakhs only) to be paid offline by way of issuing Bank Guarantee as per Form 12 from any scheduled commercial bank payable at Kolkata, to be issued in favour of "**West Bengal Medical Services Corporation Limited**", **GN-29, Swasthya Sathi, Sec-V, Salt Lake, Kolkata- 700091**.

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

32.3 The EMD of unsuccessful bidders shall be returned as promptly as possible upon the Selected Bidder's furnishing of the Performance Security pursuant to Instructions to Bidders.

32.4 The EMD may be forfeited:

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

(b) if the Selected Bidder fails to:

(i) Sign the Contract in accordance with Instructions to Bidders;

(ii) Furnish a Performance Security in accordance with Instructions to Bidders;

33. Signing of Bid – The bid 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 bidder may substitute, or modify its Bid after it has been submitted.

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

35. Confidentiality

Any effort by a bidder 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 Bidders from the time of bid opening to the time of award of contract, if any bidder 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 Documents

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

Guidelines for uploading documents in My Documents:

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	a) PAN Card b) GST registration Certificate c) IEC Certificate d) AERB type approval Certificate
2	CREDENTIAL	CREDENTIAL	The tenderers should submit credentials i.e. Work Order / Purchase Order along with proof of completion of same/ similar nature of equipment valuing minimum 40% of the estimated amount put to tender in support of supplies made to Govt. Hospitals/ Govt. healthcare facilities/ Govt. Institutions/ Govt. Undertaking/ Govt. Statutory or Autonomous bodies for the period of last five years ending from the issue of this NIT.
3	DECLARATION	DECLARATION1	Income Tax returns for assessment year (2022-23, 2023-24, 2024-25) (Financial years 2021-2022, 2022-2023 and 2023-2024).
		DECLARATION2	Tender Form as per Form 1
4	EQUIPMENT	MACHINERIES 1	Manufacturer's Authorization (if applicable) as per Form 5A of Section V
		MACHINERIES 2	System should be quoted with performance report/certificate from at least for 03 (Three) institutions, by various user/users from government institutions or any teaching institution recognized by Govt.
		MACHINERIES 3	Spare parts and accessory manufacturers authorisation as per Form 5B of Section V

(ii) Statutory Documents

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

1. EMD (Copy of receipt of online submission of EMD) receipt must be submitted in Hard copy with the tender.

(a) Declaration of the bidder on letter head that "We agree to submit a copy of the Tender Documents and its Amendments and Addenda thereto duly initialed by us in all pages with our seal/ rubber stamp affixed thereto, in token of acceptance thereof."

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

1	Model of the equipment offered for (Self Declaration) with Brochure and Technical Data Sheet.
2	Compliance Sheet of the technical specifications (Form No. 4 of Section V) duly signed & stamped by Authorized signatory of the Manufacturing company
3	1 set of Brochure of the offered product / model.
4	i) Standard & safety certification valid CDSCO Certificate (MD-9 or MD-15 as applicable) /Registration/License for both the manufacturer(s) and importer(s) as applicable. ii) MD-42 License of the bidder issued by the Central Drugs Standard Control Organization (CDSCO) in India for businesses selling, stocking, distributing or exhibiting medical devices.
5	Self declaration by the bidder for agreeing that WBMSCL will do Quality Check by Third Party Agency, If required
6	Confirmation from manufacturer of the offered equipment that all the facilities exist in its factory for inspection and testing and these will be made available to WBMSCL or his representative, if inspection is considered necessary.
7	Pre-requisites of installation like [Power (KVA, Phase, Hz) and any other requirement, if any].
8	Annual Turnover of the bidder in any of the last 3(three) financial years i.e. 2022-2023 / 2023-2024 / 2024-2025 (in INR) - to be certified by practicing Chartered Accountant with UDIN as per format given in **FORM 9 of Section V.**
9	**Form 10 :** Basic Information Form
10.	**AERB type approval certificate of the offered model**
11.	Bidders shall furnish a copy of the Agreement/ MOU with the agency which shall undertake the Turnkey Work on behalf of the bidder and shall also furnish atleast 3 (three) certificates issued in favour of the agency demonstrating satisfactory completion of Turnkey Work in Government hospitals/ Govt. medical colleges/ Private Medical Colleges having Govt. recognition or of National Medical Commission, India, within the last 3 (three) calendar years.

Non-statutory document (document uploaded in My Documents), Bid – A & Bid – B constitute the Technical Bid.

(c) BID – C [Bill of Quantity (BOQ), the Statement of Breakup of Taxes and Cost of Consumables & Spares]

BOQ shall contain the financial quotes in respect of **the following.**

A. **Main Unit**

B. **Domestic Goods/3rd Party items**

C. **Turnkey Work (site preparation including interiors)**

Comparison of Financial Bids would be based on [(A) + (B) + (C)] as formulated in the BoQ. The rates quoted shall be firm and no variation will be allowed during the period of contract.

(a) Cost of Consumable items which would likely to be procured in staggered manner or as per requirement of the end user for next 10 years**.**

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 equipment.

II. Cost of Consumables & Spares as per Form 8 (a) and 8 (b)

i. **Comprehensive Maintenance Contract (CMC): All bidders shall mandatorily quote CMC prices in the BOQ for each year separately for the CMC services required to be rendered**. The Selected Bidder shall enter into CMC after expiry of Warranty and CMC should include the following:

- The equipment including all other accessories, ancillaries as given in the specifications of the equipment including UPS, UPS Battery, AC machines and furniture etc.
- The Selected Bidder must enter into the CMC with WBMSCL directly / third party as authorized by H&FW Dept/ WBMSCL. The Selected Bidder must accept the same CMC rate, if the CMC is offered by the third party/WBMSCL then no escalation, no extra cost will be provided. If the Selected Bidder fails to execute the CMC with WBMSCL or third party (as authorized by WBMSCL or H&FW Department), WBMSCL/ such third party may initiate legal action against the Selected Bidder. The Selected Bidder may be debarred to participate in any future tender.
- The execution of CMC of the equipment will be at sole discretion of WBMSCL.
- As per tender terms and conditions, third party items should be included within the CMC rate.
- **Breakdown Calls**: as many numbers as may be required to attend to resolve the complaint lodged by the end-users.
- **Preventive Maintenance:** The Selected Bidder should attend periodic planned preventive maintenances in the following manner:

Equipments	**Mandatory preventive Maintenance Service (PMS) visit per year**		**Remarks**
	Warranty	**CMC**	

Equipments	Mandatory preventive Maintenance Service (PMS) visit per year		Remarks
	Warranty	CMC	
Cath Lab Machine	**4**	**4**	(i) Supplier/ authorized service provider must attend all breakdown calls during warranty / CMC period. (ii) The Supplier should provide Preventive Maintenance Services (PMS) yearly / bi - yearly / quarterly in equal interval to fulfill the minimum number of mandatory PMS as recommended in the previous column during warranty / CMC period. (iii) 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) year Warranty in percentage of the sum of quoted price of the equipment in the BOQ to be paid to the Selected Bidder in the following manner :-

ITEM	CMC charges in percentage(%) for Year3	CMC charges in percentage(%) for Year4	CMC charges in percentage(%) for Year5	CMC charges in percentage(%) for Year6	CMC charges in percentage(%) for Year7	CMC charges in percentage(%) for Year8
Cath Lab Machine	4.50	5.00	5.50	6.00	6.50	7.00

- **<u>Periodic Calibration:</u>** The Selected Bidder will also undertake periodic calibrations as would be required for quality certification desired by the end-user facilities.

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

  1. Breakup for Duties and Taxes (as per Form 7 of Section V for equipment).
  2. Cost of Consumables & Spares as per Form 8(a) and 8(b).
  3. Whose bidder is quoting in INR need to quote the price under domestic goods Sl. No. 2 along with local accessories at FORM-7

  Detailed list of documents annexed at Form 2 Check-List Form, Section V

- Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 10 years residual market life i.e. the offered product shall not be declared end-of-life by the Original Equipment Manufacturer (OEM) before this period.
- The Selected Bidder shall before the expiry of the 2 (Two) years warranty, before the offered product reaches end-of-life shall intimate WBMSCL/ Consignee as to the exact Scope of Work which will be involved in upgrading/ updating such products to meet the necessity of WBMSCL/ Consignee, the likely period for which the upgraded/ updated product can render service and the details of the upgrade/ update such products will require. The Selected Bidder shall ensure that

all such upgrades/ updating is done by the Original Equipment Manufacturer or involves the components manufactured by the Original Equipment manufacturer.

- The Selected Bidder has to provide full support including spare parts, consumables and third party items in the Warranty and CMC Period. If the Selected Bidder fails to provide the spare parts, then value of the spare parts, at actual prices, will be deducted from the CMC Charges payable to the Selected Bidder.
- If the Selected Bidder is found to have quoted for the same make & model of equipment in the tender of any organization under Government of India/any state govt. within the last 5 financial years, and is found to continue their CMC support more than 10 years after the installation, then the Selected Bidder has to extend the same service to WBMSCL.
- The Selected Bidder shall ensure that all third party items quoted including the accessories, spare parts, ancillaries and consumables are present with the Selected Bidder throughout the Warranty Period. In the event, any third party items are not available with the Selected Bidder or is not available in the market at the time of AOC, the Selected Bidder shall inform WBMSCL/Consignee within 7 (seven) days from the date of AOC and use best efforts to ensure that the same are procured by them at the earliest.
- The CMC shall provide for guaranteed levels of service parameters including but not limited to percentage uptime to be ensured; performance output levels to be ensured from the Goods, channel of registering service request, response time for resolving the request, channel for escalation of service request in case of delay or unsatisfactory resolution of request, monitoring of service levels etc. This would include but not be limited to provision of help lines, complaint registration and escalation procedures, response time, percentage of uptime and availability of equipment, non-degradation in performance levels after maintenance, maintenance of an inventory of common spares, use of genuine spares etc. The CMC shall also include penalties in the form of liquidated damages for unacceptable delays in responses and degradation in performance output of Goods, including provisions for terminations.
- Periodic quality assurance test as per AERB norms and registrations of the machine with AERB will be Responsibility of the vendor for the warranty and CMC period (10 years), should have the option of up-gradation as or when will be available.

N.B.

a) Any wrong or misleading information provided by the bidder 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 Security.

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 Documents), **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)

(ii) Scrutiny of documentary evidence as per Form 2: Check-list, Section V of Bidding Documents submitted by the bidders

(iii) Verification of the technical compliance of the offered equipment(s) with the technical specifications given at Section IV (Schedule of Requirements) of the Bidding Documents. Bidders shall have to arrange for a physical inspection & working / functional demonstration of the offered equipment on the notified date, if felt required by the Bid Evaluation Committee for the compliance verifications.

(iv) Evaluation of Specifications indicator:

i. The onsite functional demonstration of the equipment is purely at the discretion of the Technical Bid Evaluation Committee and its input shall be treated as only corroborative in nature and will not be a substitute for technical evaluation of the document submitted along with the bid. The decision of the Technical Committee in this regard will be final. Bidder has to comply with all 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 equipment.

Bidder has to comply with all 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 equipment.

A bidder will be considered technically qualified if it,

1. **Complies 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 [{(A)+(B)+(C)}] formulated in BOQ as mentioned in "Submission and Opening of Bids" quoted by the bidders. L1 Bidder will be selected based on "Quoted price in the BOQ (Excluding taxes and duties).**

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 bidder's obligations under the Contract;

Or

(c) If rectified would unfairly affect the competitive position of other bidders 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 bidder 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 The bidder shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote any new model or upgraded version of earlier model, they may mention the same in their tender.

38.4 **Spare parts:** If specified in the List of Requirements and in the resultant contract, the bidder shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the bidder.

38.5 The spare parts as selected by the Purchaser/Consignee to be purchased from the Supplier, subject to the condition that such purchase of the spare parts shall not relieve the Supplier of any contractual obligation including warranty obligations and in case the manufacture of the spare parts is discontinued: i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the Purchaser to purchase the required spare parts etc., and ii) The Supplier shall be responsible for undertaking the supply of any such spare part for the proper upkeep of the equipment for a period of 10 (Ten) years including the Warranty and CMC periods. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the Goods so that the same are used during Warranty and CMC period.

38.6 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 Bidders, it shall reject the bid.

39.3 If any deviations to the technical specifications and standards specified in Section IV, Schedule of Requirements exist then the same has to be recorded by the bidder in Form 4 (Technical Specification Form) of Section V. If the deviations are not acceptable to WBMSCL, then the Bid Evaluation Committee shall reject the bid. The deviation statement shall only be submitted in the manner provided in Form 4 as a part of the Technical Bid and if any deviations are separately submitted by any separate letter, e-mail or any other means, before or after the opening of the Technical Bid, such deviations will not be considered and such deviations will be treated as having not been submitted.

39.4 Pursuant to the foregoing clause, any deviations stated and submitted by a bidder in the deviation statement in Form 4 of Section V shall be final. No further deviations after opening of the Technical Bid by any bidder shall be entertained or accepted by WBMSCL.

39.5 Representations pertaining to the bids of other bidders will ordinarily not be entertained. However, any such representation, if made, shall be required within 7 days from the last date of submission of the Technical Bids, by letter/ e-mail. Any representations received by WBMSCL after 7 days from the last date of submission of the Technical Bids will not be considered.

39.6 The bidder shall justify the present quotes based on previous purchase orders for similar goods either in India or globally. If the bidder provides quotations for any new model or upgraded version of earlier model, they may mention the same in their Technical Bid.
The spare parts as selected by the Purchaser/Consignee to be purchased from the bidder, are subject to the condition that such purchase of the spare parts shall not relieve the bidder of any contractual obligations including warranty obligations; and b) In case the production of the spare parts is discontinued: i) Sufficient advance notice shall be given to the Purchaser/Consignee before such discontinuation to provide adequate time to the Purchaser/ Consignee to purchase the required spare parts etc., and ii) The bidder shall be responsible for undertaking the supply of any such spare part for the proper upkeep of the goods for a period of 10 years including the warranty and CMC periods. The bidder shall carry sufficient inventories to assure ex- stock supply of consumables and spares for the Goods so that the same are used during warranty and CMC period.

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 award of contract, without thereby incurring any liability to bidders. During the technical evaluation or financial evaluation of bids, no representations from any bidder with respect to suitability of other bidders will be entertained by WBMSCL or the Bid Evaluation Committee and the Bid Evaluation Committee, may in their discretion, reject or annul bids of such bidders whose representations may be considered detrimental to the conduct of bidding process.

G. Award of Contract

43. Award Criteria

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

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

43.3 **WBMSCL's right to vary quantities**

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.

43. Publication of Award of Contract

43.1 WBMSCL shall publish the AOC in the website tenders.wb.gov.in.

44. Signing of Contract

44.1 Prior to the expiry of the period of bid validity, WBMSCL shall issue AOC. The draft agreement will be sent to the Selected Bidder along with the AOC and Special Conditions of Contract, if any. No payment shall be made by WBMSCL to the Selected Bidder unless the agreement is signed by the Selected Bidder.

45. Performance Security

45.1 Within *14 (fourteen)* days of receipt of the intimation of opening of LC in favour of the Selected Bidder from WBMSCL, the Selected Bidder, 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 bidders pursuant to Instructions to Bidders.

45.2 Failure of the Selected Bidder 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 the equipment within India shall be required to be arranged by the bidder before the Bid Evaluation Committee for technical evaluation, as and when requested to do so by the Bid Evaluation Committee prior to the opening of the Financial Bids. The cost incurred for the visit of the members of Bid Evaluation Committee will be entirely borne by WBMSCL. Choosing of site for onsite physical demonstration shall be on the discretion of WBMSCL.

46. Site handover

46.1 At the time of issue of AOC, WBMSCL shall also request the Medical College Authority and other Departments of Government of West Bengal, to take necessary steps for getting the site ready for handover to the Selected Bidder for undertaking supply, installation and commissioning as may be required by the Selected Bidder. Once the said site is ready for handover to the Selected Bidder, WBMSCL shall intimate the Selected Bidder to direct its authorized representative to take handover of the site for undertaking necessary preliminary

activities which shall enable the Selected Bidder to keep the site ready for functioning, as and when the equipment reaches the Consignee's location. Once the Selected Bidder has completed such preliminary activities and is of the opinion, that the site is ready for installation and commissioning of the equipment, it shall communicate the readiness of the site to WBMSCL, who shall only upon receiving of such intimation of readiness of the site, take steps for opening of LC. The Selected Bidder shall upon getting the site ready take steps for obtaining the Procurement License from AERB.

43.1 Once the Selected Bidder takes handover of the site and the Goods reach the site, it shall deploy its own security agencies who will be responsible for ensuring the safety of the Goods (including consumables and spare parts) and for ensuring that no theft or pilferage of the Goods takes place. The responsibility to deploy its own security agencies shall continue to remain with the Selected Bidder till the successful commissioning of the Goods. No claims on the part of the Selected Bidder with regards to theft or pilferage will be entertained by WBMSCL, or the user Department or the Medical College Authority.

43.2 Once the installation and commissioning of the Goods is carried out at the Site by the Selected Bidder, the Selected Bidder shall assist WBMSCL, or the user Department or the Medical College Authority to take necessary steps for application for AERB license on the date of commissioning.

Section II. General Conditions of Contract

In the event of an order and any dispute arising out of the same, the 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, notated 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 **Supply and Commissioning of 01 (one) unit of Advanced Cathlab Machine for the Department of Cardiology, at NRS MCH Kolkata** to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section III, Section IV or Schedule of Requirements of this document.

WBMSCL and the SUPPLIER 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 SECOND PARTY 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 Incoterm is used in this Contract it shall be interpreted in accordance with the Incoterms 2020 and as the same has been judicially interpreted in India.

3. CONTRACT PRICE:

Prices charged by the SECOND PARTY for the Goods supplied and the related services performed under the Contract shall not vary from the prices

quoted by the SECOND PARTY 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 Incoterms2020) 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 Bidders, under sub-section A. Important information at a glance.** The SECOND PARTY shall make arrangements for insuring the Goods against loss or damage incidental to transportation, delivery and storage at the site till installation and commissioning of the equipment at the site. The insurance cover shall be obtained by the SECOND PARTY at its own cost and in its own name and not in the name of the FIRST PARTY or the Consignee. In the event of breakages or loss of Goods during transit, the Goods will have to be replaced by the SECOND PARTY. Transportation, loading and unloading of the Goods from/ at the seaport/ airport/ Site of delivery shall be solely the responsibility of the SECOND PARTY and shall be carried out only by the men and agents of the SECOND PARTY and the SECOND PARTY shall not seek the assistance of the FIRST PARTY or the Medical College Authority for providing any labourers / staff on a temporary basis for assisting the SECOND PARTY in the transportation, loading and unloading of the Goods.

6. DELIVERY OF GOODS:

The SECOND PARTY shall hand over or make available the Goods and the Consignees shall receive the Goods (as per detail annexed in Section IV), at the place for the delivery of the Goods and within the time for delivery of the Goods specified a**s per table 5 (a) Date of supplies & commissioning at Section I: Instructions to Bidders 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 Incoterms2020) 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 Bidders, 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 the FIRST PARTY's cost and expense 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, FIRST PARTY 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 FIRST PARTY 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 FIRST PARTY shall reject them and the SECOND PARTY shall replace the rejected Goods free of cost to the FIRST PARTY, 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. Provided further that the FIRST PARTY shall reject the Goods or any components of the Goods sent by the

SECOND PARTY, if the same does not arrive from the Country of Origin as stated by the SECOND PARTY in the BOQ.

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 intimation of opening of LC in its favour from the FIRST PARTY, the SECOND PARTY, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by FIRST PARTY a**s per table 6, Performance Security (PS) at Section I: Instructions to Bidders 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 having a branch in India.

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 SECOND PARTY as per table 6, Performance Security (PS) at Section I: Instructions to Bidders under sub-section A. Important information at a glance.

11.4 In the event of any amendment issued to the Contract, the SECOND PARTY 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 1 (One) year 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 SECOND PARTY during the period of warranty.

12.1.7 If the SECOND PARTY, having been notified, fails to remedy the defect(s) within the stipulated period, the 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 the FIRST PARTY may have against the SECOND PARTY under the Contract.

12.1.8 The SECOND PARTY shall, at all times, indemnify and keep indemnified the FIRST PARTY, free of cost, against all claims which may arise in respect of Goods and services to be provided by the SECOND PARTY 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 FIRST PARTY, the FIRST PARTY shall notify the SECOND PARTY of the same and the SECOND PARTY shall, at its own expenses take care of the same for settlement without any liability to the FIRST PARTY.

12.1.9 The SECOND PARTY 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 SECOND PARTY shall visit each installation site as recommended in the manufacturer's technical/ service operational manual and as mentioned in the Bidding Documents during the warranty / CMC 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 1 (One) 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.

12.1.12 If the repair of the Goods or the components of the Goods requires the SECOND PARTY to take the Goods or the components of the Goods to any factory for repair, if the price of such Goods or components of such Goods is more than Rupees One Lakh, a bank guarantee of a suitable value may be required to be submitted by the SECOND PARTY to the FIRST PARTY securing such Goods or the components of the Goods, prior to taking such Goods or the components of the Goods for repair.

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 SECOND PARTY 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 SECOND PARTY for anything done or committed to be done in the execution of this contract. The SECOND PARTY 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 SECOND PARTY's negligence and responsibility. The SECOND PARTY 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 SECOND PARTY defend such suit, either jointly with the SECOND PARTY or severely in case the latter chooses not to defend the case and /or proceeding.

14. PENALTYFOR DELAYED DELIVERY / DELAYED SETTING UP OF SERVICES, INSTALLATION AND COMMISSIONING:

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 Penalty for delayed delivery / delayed setting up of Services, Installation and Commissioning at Section I: Instructions to Bidders 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 SECOND PARTY to perform according to this Contract to keep Service Up time in Warranty & CMC of all of the Goods, the FIRST PARTY may exercise one or several of the penal provisions **as per table – 8, Service Up time in Warranty & CMC at Section I: Instructions to Bidders under sub-section A. Important information at a glance.**

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

Nature of offence	Penalty to be imposed
Any wrong or misleading information provided by the SECOND PARTY during submission of bids	a. Forfeiture of EMD b. May lead to blacklisting by 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 by FIRST PARTY c. Blacklisting to be circulated to all procurement agencies throughout India.
Supplying refurbished goods instead of new/ supplying Goods from a different Country of Origin from what has been stated in the Technical Bid	a. Termination of Contract. b. Blacklisting by FIRST PARTY for 5 years. c. Blacklisting to be circulated to all procurement agencies throughout India. d. Forfeiture of the Performance Security. e. Lodging FIR.

17.	Breach of Agreement **S** **I** **T** **E**	a. Termination of Contract. b. Blacklisting by FIRST PARTY for 5 years. c. Blacklisting to be circulated to all procurement agencies throughout India. d. Forfeiture of the Performance Security. e. Lodging FIR
	Any wrong or misleading information or forged documents found during technical evaluation/Financial evaluation/ during or after issuance of AOC or during any point of time provided by the Tenderer **O** **N**	a. Bank Guarantee/Debarment from participation from WBMSCL Tender as per debarment clause b. May lead to blacklisting in FIRST PARTY for up to 5 years as decided by the Debarment Committee

PREPARATION

17.1 SECOND PARTY shall inspect the Site at their own cost and expense before bidding. No representations by the SECOND PARTY regarding any major variations concerning the planning or layout of the Site shall be entertained by the FIRST PARTY after the pre-bid meeting. The decision as to what constitutes a major variation or a minor variation shall be at the sole discretion of the FIRST PARTY which shall be valid and binding upon the SECOND PARTY.

18. TERMINATION FOR CONVENIENCE:

18.1. FIRST PARTY may, upon notice to the SECOND PARTY, 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 SECOND PARTY except for Goods satisfactorily delivered and for the cost of such necessary work as FIRST PARTY may request the SECOND PARTY 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 The 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 the FIRST PARTY to terminate the contract.

19.2. Upon occurrence of one or more of the events specified above, the 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 SECOND PARTY.

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 the 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 the 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 the FIRST PARTY has or may be reasonably expected to acquire an interest.

20.2. In the event of any termination of the Contract, the FIRST PARTY shall not be liable to pay the SECOND PARTY except for those Goods delivered to the 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 the FIRST PARTY.

21. CONFIDENTIALITY:

21.1. The FIRST PARTY and the SECOND PARTY, their respective 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 the 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. The 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 the 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 widespread) 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 the 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 the 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 the FIRSTPARTY 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, the FIRST PARTY shall take such action as it considers, in its sole desertion, to be appropriate or necessary in the circumstances, including the granting to the SECOND PARTY of a reasonable extension of time in which to perform any obligations under the contract.

22.3 If an event of force majeure exists and the SECOND PARTY fails, within seven (7) days of such event to give notice in writing to the 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, the 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, the 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 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 the FIRST PARTY seek to impose any instructions on the SECOND PARTY regarding the SECOND PARTY's performance under the Contract, the SECOND PARTY 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 the FIRST PARTY.

24. BENEFITS, CORRUPTION AND FRAUD:

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

24.2 Corruption means the offering, giving, receiving or soliciting of, directly or indirectly, anything of value to influence the action of any FIRST PARTY representative, official, employee or agent of the 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 the FIRST PARTY, nor shall the SECOND PARTY, in any manner whatsoever use the name or official seal of the 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 the 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 the 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 the FIRST PARTY following the assignment or transfer and the FIRST PARTY finds that the SECOND PARTY 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 SECOND PARTY 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.

26.2.4 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.

18. SETTLEMENT OF DISPUTES AND ARBITRATION:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contracts, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter If the contractor/bidder considers any work demanded of him/her to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge orauthorized person in connection with any matter in connection with or

arising out of the contract or carrying out of the work to be unacceptable, he/she shall promptly within 15 days request the Chairman of the Departmental Dispute Redressal Committee, in writing, for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instruction or decision within a period of three months from the date of receipt of the Contractor's letter.

The designated Dispute Redressal Committee shall be constituted with the following officials as Members:

1.	Secretary, MD-NHM, H&FWD, Govt of West Bengal	Chairman
2.	Special Secretary, H&FWD, Govt. of W.B.	Member
3.	General Manager, WBMSCL	Member
4.	Financial Advisor, H&FWD, Govt of W.B.	Member
5.	Chief Engineer/Add. Chief Engineer, WBMSCL	Member secretary and Convenor.

This provisions will be applicable irrespective of the value of the works to which the dispute may relate.

19. PROCEDURE FOR SUSPENSION AND DEBARMENT OF SUPPLIER, CONTRACTORS AND CONSULTANTS

20.

The procedure as laid down below shall govern the suspension/debarment of Suppliers/Contractors/Consultants (Contractors for brevity) involved in Government procurement for offences or violations committed during competitive bidding and contract implementation, for the works under different Departments of Government of West Bengal.

Grounds for Suspension and Debarment:-

(1) Submission of eligibility requirements containing false information or falsified documents.

(2) Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.

(3) Unauthorized use of one's name/digital signature certificate for the purpose of bidding process.

(4) Any documented unsolicited attempt by a bidder (A Person/Contractor/Agency/Joint Venture/Consortium/Corporation participating in the procurement process and/or a person/Contractor / Agency / Joint Venture / Consortium/Corporation having an agreement/contract for any procurement with the department shall be referred as Bidder) unduly influencing the outcome of the bidding in his favour.

(5) Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other department of State Government and/or Central Government.

(6) All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complain about any Bidder, lodging false complain about any Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process, etc.

(7) Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
(8) Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type complaint considered fit by the competent authority of the department, are received from more than one Officer or on more than one occasion from individual Officer.
(9) Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause.
(10) Failure in deployment of Technical Personnel, Engineers and /or Work Supervisor having requisite license / supervisor certificate of competency as specified in the contract.
(11) Refusal to accept an award after issuance of "Letter of Acceptance" or enter into contract with the Government without justifiable cause.
(12) Failure of the Contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc.
(13) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity / Authority (the Officer authorized by the Administrative Department, Government of West Bengal for procurement) or its representative(s) pursuant to the implementation of the Contract.
(14) For the procurement of Consultancy Service/Contracts, poor performance by the Consultant of his services arising from his fault or negligence. Any of the following acts by the Consultant shall be construed as poor performance.
I. Non deployment of competent technical personnel, competent Engineers and/or work supervisors;
II. Non-deployment of committed equipment, facilities, support staff and manpower;
III. Defective design resulting in substantial corrective works in design and/or construction;
IV. Failure to deliver critical outputs due to consultant's fault or negligence;
V. Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost;
VI. Allowing defective workmanship or works by the Contractor being supervised by the Consultant.
(15) For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis-à-vis as laid down in the contract.
(16) Willful or deliberate abandonment or non-performance of the project or Contract by the Contractor resulting in substantial breach thereof without lawful and/or just cause.

CATEGORY OF OFFENCE :-
(A) First degree of offence 1 to 16 of the above Clause-41 to be considered as First degree of offence.

(B) Second degree of offence. Any one of the offences as mentioned under 'A' above. committed by a particular Bidder/Contractor/Supplier on more than one occasion, be considered as Second degree of offence.
In addition to the penalty of suspension/debarment, the bid security / earnest money posted by the concerned Bidder or prospective Bidder shall also be forfeited.

PENALTY FOR OFFENCE:-

i. For committing First degree of offence: Disqualifying a Bidder from participating in any procurement process under the Administrativecontrol of WBMSCLup to 2 (two) yearsas decided by the Debarment Committee of Health and Family Welfare Department, West Bengal.

ii. For committing Second degree of offence: Disqualifying a Bidder from participating in (any procurement process under the Administrative control of WBMSCL up to 3 (three) yearsas decided by the Debarment Committee of Health and Family Welfare Department, West Bengal.

PROCEDURE OF SUSPENSION AND DEBARMENT DURING THE PROCUREMENT PROCESS

(1) Initiation of Action, Notification and Hearings:
Any Bidder or procurement authority on his own or based on any other information made available to him may invite the process of suspension/debarment proceedings by filing a written application with the Bid Evaluation Committee and such filing of written application has to be done within forty eight hours from the date and time of publication of the result of technical evaluation of any bid.

(a) Upon verification of the existence of grounds for suspension/debarment, the Chairperson of Bid Evaluation Committee shall immediately notify the bidder concerned either electronically through his registered e-mail or in writing to his postal address, advising him that:

i) A complaint has been filed against him and prima facie material has been found, which may lead to suspension/debarment.

ii) He has been recommended to be placed under suspension/debarment by the suspension committee (as constituted by the respective Administrative Department) stating the ground for such.

iii) The said bidder, within three days from the date of issue of such notification by the Bid Evaluation Committee, may approach the Chairperson of Suspension Committee by submitting all required documents in his favour for hearing. Any application made thereafter would not be entertained.

Such notice should contain the e-mail id and the postal address of the Chairperson of the Suspension Committee.

(b) After receiving the recommendation for suspension from Bid Evaluation Committee, Suspension Committee shall issue a notice to the alleged bidder electronically through his registered e-mail id, to submit all relevant documents in support of his defence within three working days after issuance of the notice of the Suspension Committee. The Suspension Committee will conduct the hearing within seven working days from the date of receipt of the documents from the alleged bidder If no appeal has been received from the alleged bidder or if after hearing sufficient ground for suspension is found, the Suspension Committee, will suspend the alleged bidder from participating in the procurement process under the Administrative Department for a period of six months from the date of issuance of suspension order. The Chairperson of

the Suspension Committee shall issue the suspension order within seven days from the last date of hearing and shall notify the bidder concerned either electronically through his registered e-mail id or in writing to his postal address. The Chairperson of Suspension Committee shall also inform the decision to all concerned.

If sufficient reason for suspension is not found, the Suspension Committee would reject the recommendation of Bid Evaluation Committee and would allow the bidder to take part in the tendering process.

If the bidder is suspended, the Suspension Committee would recommend debarment of the bidder and forward the case with all documents to the Debarment Committee for further action.

(c) The Debarment Committee upon receipt of the recommendation of the Suspension Committee shall scrutinize the documents. The Debarment Committee will hold a hearing of the alleged bidder and issue necessary order within ten working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for orders of Debarment. The Department in due course will issue Debarment Order disqualifying/prohibiting the erring bidder from participating in the bidding/procurement of all projects under the Administrative Department for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail id or in writing to his postal address. Otherwise, the Debarment Committee may reject the recommendation of the Suspension Committee. The Chairperson of Debarment Committee shallalso inform the decision to all concerned.

PROCEDURE FOR DEBARMENT DURING THE CONTRACT IMPLEMENTATION STAGE:-

(A) Upon termination of contract due to default of the Bidder, the Engineer-in-Charge shall recommend for debarment to the Bid Evaluation Committee. The Bid Evaluation Committee shall submit his recommendation of debarment of the alleged Bidder along with a detailed report stating clearly the reasons for debarment to the Debarment Committee within 30 (thirty) days from the date of termination of contract. The alleged Bidder shall be intimated accordingly either electronically to his registered e-mail id or in writing to his postal address. The Chairperson of Bid Evaluation Committee shall also inform the decision to all concerned.

(B) The Debarment Committee upon receipt of the recommendation of Bid Evaluation Committee shall scrutinize the documents. The Debarment Committee will hold a hearing about the matter from the Bidder and issue necessary order within 10 (ten) working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for the order of debarment. The Department in due course will issue debarment order disqualifying/prohibiting the erring Bidder from participating in the bidding/procurement of all projects under the Administrative Department, Government of West Bengal for a specified period. The alleged Bidder shall be intimated accordingly either electronically to his registered e- mail id or in writing to his postal address Otherwise the Debarment Committee may reject the recommendation of the Bid Evaluation Committee. The Chairperson of Debarment Committee shall also inform the decision to all concerned.

STATUS OF SUSPENDED / DEBARRED BIDDER:-

(a) Bidder placed under Suspension/Debarment by the competent authority will not be allowed to participate in any procurement process under the Administrative Department within the period of suspension/debarment the earnest money of the suspended Bidder shall stand forfeited to the Government.

(b) If the Suspension/Debarment Order is issued prior to the date of issue of "Letter of Acceptance", "Letter of Acceptance cum Work Order" "Work Order". "Notice to Proceed". "Award of Contract" etc. for any Bid, the Suspended/Debarred Bidder shall not be qualified for Award for the said Bid and such Procurement Process will be dealt with as per existing norms by simply excluding the erring Bidder.

(c) If the Suspension/Debarment Order is issued after award of a Government Project/Contract to the Debarred Bidder, the awarded Project/Contract shall not be prejudiced by the said Order provided that the said offence(s) committed by the Debarred Bidder is not connected with the awarded project/contract.

21. **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.

CUSTOM DUTY:

20.1 Hospital equipments, when imported for use in Govt. (Central/State) hospitals in India are exempted from payment of Custom Duty under section

20.2 The successful bidder will be responsible for passing on the benefit of any exemption of custom duty during any stage of procurement to the TIA being a Govt. entity formed for the purpose of procurement of medical equipment, accessories, ancillaries etc for the state in the interest of public service.In this case if any wrong or misleading or forged document found, the bid of particular bidder will be summarily rejected & will draw appropriate penal action per clause of the tender.

While claiming reimbursement of duties, taxes etc. actually paid, to be supported by relevant documents, (like sales tax, excise duty, customs duty) from the Purchaser, as and if permitted under the contract, the Supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the Supplier) shall refund to the Purchaser, the Purchaser's share out of such refund received by the Supplier. The Supplier shall also refund the applicable amount to the Purchaser immediately on receiving the same from the concerned authorities.

The Purchaser will pay the Custom Duty wherever applicable.

i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder;

ii) in the case of goods of foreign origin offered from abroad, Custom Duty and GST which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.

iii) While claiming reimbursement of duties, taxes etc. (like GST, Custom Duty etc.) from the Purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, the supplier shall refund to the Purchaser forthwith.

iv) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including packing charges and GST and Custom Duty already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;

v) The payment of Custom Duty from the end of purchaser shall be made in INR only. The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, as specified. While claiming payment, the Supplier shall certify on the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the Supplier for claiming that payment have been fulfilled as required under the contract. While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser, as and if permitted under the contract, the Supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the Supplier) shall refund to the Purchaser, the Purchaser's share out of such refund received by the Supplier. The Supplier shall also refund the applicable amount to the Purchaser immediately on receiving the same from the concerned authorities

vi) Requirements for Purchase of Foreign Origin Equipment/Goods:a) For equipment of foreign origin quotations may be submitted by OEM or its subsidiary Indian offices. b) Any authorized Indian agent or subsidiary Indian offices of the OEM may submit the quotations in Indian Rupee. The bidder may intimate the Offered Rate Price for Supply without Custom Duty Exemption Certificate (CDEC) or Supply with CDEC. In case the bidder requires CDEC from the institution, following conditions need to be satisfied in the following manner:

- Intimate the Classification/Customs Tariff Number and rate of Customs Duty on the date of their tender;
- Intimate the Import/Export Code No. issued by DGFT to them;

- Confirmation that they will provide or disclose all related documents before issue of such CDEC.

vii) Ownership of goods when LC is expired or Advance is remitted or CDEC is issued: The purchaser shall have full right/ title/ ownership of any Articles/ Goods, as are delivered or in transit after shipment or paid for in advance or booked through a confirmed LC or if any Tax/Custom Duty Exemption Certificate (CDEC) is issued, under orders of the said purchaser. In such cases, without the written consent of the purchaser, the articles/goods shall not be exchanged, altered, modified, returned or redirected by the Bidder / agent. In such cases, the bidder shall be required to obtain formal written consent of the Purchaser for taking any such action even when delivery to the purchaser has not been made.

viii) "Local Content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

ix) Customs Duty Exemption Certificate will not be issued for raw materials/components or any other intermediary materials going into the manufacture of the End Product.

x) Wherever, against a requirement, both indigenous as well as imported offers are received, the offers for imported stores will be evaluated on the basis of the total landed cost after loading the custom duty and other levies as may be applicable from time to time for taking purchase decision.

xi) The bidder should ensure that Customs Duty should not be included with the Basic cost. However, the bidder should follow the Custom Duty norms, in terms of Notification No.50/2017-customs dated 30.06.2017 and as amended from time to time issued by Ministry of Finance (Department of Revenue), GoI. The bidder also should furnish the following information, if applicable. 1. Name and address of the manufacturer 2. Country of origin 3. Port of Dispatch 4. Port of Entry 5. Percentage of Agency Commission included, payable to your Indian Agent and 6. Banker's Name and Address.

Customs Duty leviable shall be paid directly by the Contractor to the Customs Authorities, Government of India. The Employer shall reimburse this amount upon submission of documentary evidence in original for the proof of payment of such Customs Duty. The reimbursement of such amount towards Customs Duty shall be limited to the Ceiling amount quoted by the Contractor in the Bill of Quantities as above. If the Contractor incurs Customs Duty Levy less than the said Ceiling Amount, the reimbursement by the Employer shall be limited to the documented cost of Customs Duty levies actually paid to the Customs Authorities, Government of India. If the Actual Customs Duty levies paid by the Contractor exceeds the said Ceiling Amount, then the reimbursement by

the Employer shall be limited to the Ceiling Amount. The reimbursement of the Customs Duty will be limited only to the Imported Materials listed in "Preamble and Bill of Quantities", BOQ No.__. During the execution of the Works, if it necessitates for expeditious completion of the Works, Contractor may resort to import of any of the materials not listed aforesaid, with the approval of the Employer. However, the aggregate amount of Customs Duty to be reimbursed shall not exceed the lump sum amount offered in the Priced Bill of Quantities. It shall be the responsibility of the Contractor to provide the requisite particulars and documents to the customs and other Government authorities and get the Imported Materials cleared and transported in time. The Contractor shall be fully responsible for port and Customs clearance including stevedoring, handling, unloading, loading, storage, inland transportation, if any of materials, equipments and plant to storage godowns, yards, sites etc. The contractor shall be fully responsible for any delays, penalties charges and losses if any in this regard. The Employer shall upon request from the Contractor along with necessary details, provide recommendatory letter(s) for Imported Materials at concession rate or Customs Duty as applicable. However, the responsibility for obtaining such concession rate of customs duty shall be that of the Contractor. It shall be the responsibility of the Contractor to check the latest position on Customs duty levies applicable and the Employer does not accept any liability on the account. For bill of Lading, the "Consignee" for permanent materials to be incorporated into the Works will be the New Mangalore Port Authority. The Contractor will be "Notify Party".

20.3 The successful bidder must engage the Clearing Agent and the cost of the clearing agent will be borne by the successful bidder.

20.4 The Clearing Agent shall act for and on behalf of TIA for clearing from customs, forwarding and transporting of package of machines, tools, scientific instruments, consumables etc. received from foreign countries at Kolkata or any other airport/ICD/FPO/TKD/any seaport in India through cargo or courier mode or through Postal.

20.5 The purchaser shall provide the necessary documents to the supplier for custom clearance after getting requisite documents from the supplier. The bidder should inform the purchaser at least 7 days before the landing of the equipment. All matters are communicated through e-mail / valid communication mode with TIA.

20.6 Any other job in connection with the clearance of goods/equipments from customs departments should be borne by the bidder/supplier.

20.7 Complete Monitoring and supervision of the movement from the date of Purchase Order/Letter of credit and regular feedback on the progress of movement of consignments to the TIA. In case the Pre-Alert/Advance Shipping Document is not received before landing of the consignments at the desired destination in India, the delay in clearance will be on the part of the Clearing Agent and the respective amount of demurrage shall be recovered from the bill / Invoice raised by the Clearing Agent against the concerned shipment. Acknowledgement of pre-alert and shipping details shall be

provided to the supplier or supplier agent under intimation to TIA via letter/e-mail.

20.8 TIA shall not be liable to pay any amount on account of demurrage charges in any condition.

20.9 The Jurisdiction in all dispute suits will be in courts at Kolkata.

20.10 The Clearing Agent should not have been black listed or suspended by any Govt. /Public Sector undertaking/University/Institution/Govt. Hospitals etc. An undertaking/declaration in this regard should be enclosed. If any such matter i.e. of black listing / suspension is subjudice, even then the concerned firm shall be technically disqualified.

20.11 The supplier shall have to pay all the clearing charges of the consignment including customs duty on behalf of purchaser.

20.12 The agent shall have to intimate about the movement of shipment from his warehouse to Hospital supplier, any halt/stay charges will not be paid.

20.13 Agent has to depute the person along with the movement of heavy shipments.

21 ARBITRATION:

21.1 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 or negotiation shall be settled by arbitration, in terms of the provisions of the Arbitration and Conciliation Act, 1996(no.26 of 1996). The arbitration shall be held in Kolkata only and shall be conducted by a sole arbitrator to be mutually agreed upon by the parties. The award of the arbitrator shall be binding on both the parties.

21.2 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.

22 **GOVERNING LAW**:

The governing law in case of any dispute between the parties shall be the laws of India. .

Section III. Special Conditions of Contract

The following Special Conditions of Contract (hereinafter referred to as SCC) shall supplement the General Conditions of Contract (hereinafter referred to as GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in the first column.

SCC -1	GCC - 6	**Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement** However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary. **The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:** I. **For Goods supplied from abroad** : (a) Upon shipment, within 24 hours the SECOND PARTY shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the SECOND PARTY shall notify the Purchaser within a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The SECOND PARTY shall first fax the above details and then send to the Purchaser, by courier, two sets of documents comprising one original and one copy of the following: (i) Three copies of commercial invoice, indicating the **West Bengal Medical Services Corporation Limited (GST No. : 19AABCW0178R1ZM)** as the Purchaser on behalf of the DoHFW; the Contract number, Goods description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the SECOND PARTY' stamp/seal; (ii) Four copies of 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 DoHFW and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements; (iii) Four copies of packing list identifying contents of each package; (iv) Insurance Certificate (v) Manufacturer's/Supplier's warranty certificate covering all

items supplied and warranty declaration;

(vi) Manufacturer's own factory inspection report

(vii) Certificate of Origin covering all items supplied;

viii) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies;

(ix) Manufacturer will submit a pre-shipment advisory note to Purchaser &Consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the Consignee;

(x) Inspection Certificate for the equipment issued by recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to dispatch.

The above documents shall be received by the 'Purchaser' at least 15 days before arrival of Goods at the port or place of arrival and, if not received, the SECOND PARTY will be responsible for any consequent expenses.

II. For Goods from within India

(A) Upon the delivery of the Goods, the SECOND PARTY shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising one original and one copy of the following:

(1) Commercial invoice, indicating the **West Bengal Medical Services Corporation Limited** as the Purchaser on behalf of the DoHFW, 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 SECOND PARTY's stamp/seal;

(2) 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;

(3) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC);

(4) Packing list identifying contents of each package;

(5) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied;

(6) Manufacturer will submit a pre-shipment advisory note to Purchaser &Consignee at least 15 days prior

		to the scheduled delivery of the equipment at the door step of the Consignee.
SCC-2		**The Comprehensive Maintenance Contract (Including Spare parts)** (i) The Consignee/ Government of West Bengal / Operation & Maintenance (O&M) Partner of the Medical College, may, at their 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 price quoted by the SECOND PARTY for carrying out CMC, for a period as specified in the tender after the expiry of the Warranty Period provided that this service shall not relieve the SECOND PARTY of any warranty obligations under this Contract. Wherever the technical specifications lay down a different period of CMC, this latter period shall prevail. The CMC will commence from the date of expiry of Warranty Period. The CMC includes preventive maintenance including testing & calibration as per technical/service/operational manual, labour and spares. (ii) The CMC includes repairs of entire system, preventive maintenance, testing & calibration, labour and spares and all software updates and upgrades. (iii) The CMC and Repair charges (after Warranty Period) shall be paid quarterly in four equal installments. (iv) Details of CMC requirements or otherwise, as spelt out in the technical specifications, will prevail over those given in this section.
SCC - 3		The Selected Bidder shall be required to undertake supplies of quantity as per schedule of requirement in phases spread over a period of 24 months from the date of opening of the Financial Bid.

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

Description of Goods	Quantity	Consignee List
Cath Lab Machine	**01**	**Department of Cardiology at NRS MC&H, Kolkata , Kolkata, (7th Floor of BC Roy Building)**

1. List of Consignee

Please note:

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

TECHNICAL SPECIFICATIONS

Cardiac Catheterization Laboratory (Cath lab)

Sl. No.	WBMSCL's Specification
1	**Description of the expected function:** Dedicated flat panel detector single plane angiography system for interventional cardiovascular procedures. The firm without any additional cost should supply any updates of quoted model if available in the market at the time of supply. The offered model should be with latest software and hardware available at the time of supply. The total system should have valid CDSCO Certificate License for manufacturer and import licence from CDSCO for importers as applicable.
2	**Operational Requirements with minimum specification: (Main features in brief)** State of the art, single plane floor/ C-Arm/G-Arm cardiovascular digital imaging system with high resolution flat panel detector technology for diagnostic procedures and interventional cardiovascular procedures e.g. coronary angioplasty, baloon valvuloplasty, vascular Angiography, online DSA etc. with following capabilities:
•	Should be capable of real time digital angiography acquisition.
•	Should be capable of road mapping with zoom, freeze frame and advanced facilities.
•	Should be capable of storing fluoroscopy / cine sequences on hard disk and GD for review
•	Should be capable of head to toe of standard adult patient coverage for floor mounted system.
•	Should be user-friendly for quick access and full control of all functionality within the examination room.
•	Should be capable of 100% UPS backup for the entire system for at least 30 minutes.
•	The system must include all packages for Cardiac applications. System should be complete with pressure injector, Hemodynamic Study Recorder.
•	The Cath Lab System should be compatible with all the current models (of standard companies) of IVUS, FFR (Fractional Flow Reserve) / Hyperemia – free ratio and EPS & RFA systems if necessary.
3	**C-Arm / GArm Multi-directional Floor / ceiling mounted:**
i)	The system should have Floor mounted Gantry allowing the Gantry to position in multiple essential positions of the patient with at least six standard user defined programmed angulations.
ii)	All movements of the gantry should be controllable from the table side.
iii)	The system should have an in-built collision protection.
iv)	The Gantry should have motorized movement for at least LAO/RAO +/-100 degree and 45 degrees CRAN / CAUD.
v)	The gantry should have rotation speed of at least 15 degrees/sec.
vi)	ISO centre to floor distance for frontal C arm should be at least 100 cm or more.

Sl. No.	WBMSCL's Specification
4	**Patient Table:**
i)	The patient table should have motorized vertical movement with free floating longitudinal & horizontal movements covering at least 100 cm longitudinal and +/-10 cm transverse travel. Table pivot rotation should be available for emergency handling of the patient.
ii)	Table top should be made of radiolucent material (carbon fiber or equivalent) having minimum table length 270 cm & width 45 cm with capacity to bear at least 200 kg weight.
iii)	Standard accessories for the table should be provided include mattress, head fixing aids, radiolucent carbon fiber catheterization and supports, drip stand etc.
5	**X-Ray Generator:**
i)	Should have 3-phase high frequency X-ray generation unit with at least 100Kw power with integrated overloading protection and pulsed fluoroscopy capability at variable pulse rates.
ii)	Should have minimum Radiographic range 40-120 KVp and fluoroscopy range of 60-120 KVp.
iii)	Should have automatic exposure control for all modes of operation.
6	**X-Ray Tube:**
i)	X-Ray tube should be with high-speed rotating anode, fine focal spot (small & large) and high cooling rate to ensure uninterrupted operation.
ii)	Latest generation tubes with fluoroscopic power of at least 3000 watts with noiseless operation to support long-term use. Pulsed fluoroscopy should be offered with pulse rate of at least 1-30 frames/sec.
iii)	The X-ray tube should have anode heat storage capacity 3.0 MHU or more, with heat dissipation capacity of at least 2900W using advanced efficient cooling mechanism to run continuously for at least 8 hours without shutting off.
iv)	Small focal spot not more than 0.5 mm and Iarge focal spot not more than 1.0mm with a load ability of at least 65 KW tube power.
7	**Radiation Safety:**
i)	System should meet all National & International safety standards & comply with BARC, AERB guidelines.
ii)	System should be capable of measuring and displaying radiation dose during the patient examination.
iii)	System should be capable of measuring and displaying radiation dose during the patient examination.
iv)	Necessary latest software & hardware package for improvement of image quality and dose reduction should be provided.
8	**Digital image acquisition chain:**
i)	The flat detector should be with a diagonal size of at least 24 cm with a pixel size of not more than 200µm. The smaller pixel size will be preferred. At least three zoom steps to be provided. The DQE should be 70% or more.
ii)	Digital system with acquisition and processing in 1024 X 1024 matrix at 7.5/15/30 fps in both fluoro and digital cine modes

Sl. No.	WBMSCL's Specification
iii)	Digital fluoro loop store/replay facility & Last image hold during fluoroscopy.
iv)	Complete cardiovascular computation software package including clinically validated coronary, ventricular software packages (QCA, LVA), Algorithm / software for real time stent visualization, Stent visualization should be operated and post processing from table side/console side. An easy to operate rapid calculation software for offline coronary quantification should be available. Latest application for stent enhancement in relation to vessel Lumen (fade in fade out).
v)	The full system as per specification mentioned in the tender should have a table side control operation for complete acquisition and post processing capabilities.
vi)	The system should have on-line DSA capabilities in 1024 X 1024 matrix with wide ranges of acquisition frame rates. Angle and distance measurement facility should be available. All advanced 20 road mapping with independent windowing of roadmap and device should be possible for better image viewing. It should be possible to view guide wire and device only without any additional contrast injection
vii)	System should have max opac and min opac facility for iodine contrast.
viii)	Subsequent PACS connectivity should be possible without any additional hardware / software requirement. Auto image transfer facility to PACS should be possible in background mode.
ix)	The complete digital system should be networked and connected to a DICOM compatible camera.
x)	Image processing system with Series exposures with frame rates of 30/15/7.5 fps and pulsed fluoroscopy as standard.
xi)	DICOM facility for patient data acquisition, documentation and archiving.
xii)	Hard disc storage capacity of at least 1,00,000 uncompressed images of 1024 X 1024matrix at a minimum of 8-bit/pixel.
xiii)	Post processing software facilities with real time edge enhancement, positive/negative image display windowing, electronic shuttering, roaming, image reversal, magnifying with text and annotation.
9	**Monitors / Display:**
i)	Examination room: System should have 55 inch or larger / 4 numbers of 19 inch or more medical grade monitors with two back up monitor (19 inch or more) for display of live image and Reference & Hemodynamics (One Extra monitor for hemodynamic slave display inside the Cath Room).
ii)	Control room: Two LED / LCD monitors for data and image viewing. Brightness should be at least 400 Cd/m2. These monitors should have the facility for all review post processing and quantification of coronary and ventricular function for training and teaching
iii)	LED / LCD Monitor of Medical Grade for images of Cath Lab Radiography system and Hemodynamic Recording.
10	**Digital Archiving:**
i)	System should have facility to record images on CD/DVD in DICOM format.
ii)	CDs to have DICOM software embedded for instant review in any PC.
iii)	Ability to record DSA runs in CD.

Sl. No.	WBMSCL's Specification
Iv)	Ability to generate single DVD incorporating multiple patient studies capable of review in any PC is desirable.
11	**CATHLAB Hemodynamic Recording System:** The features needed to be available in the recorder
i)	12 Lead ECG Amplifier with one monitor in examination room and two monitors in Control room.
ii)	12 Lead ECG Amplifier with one monitor in examination room and two monitors in Control room. At least 2 pressures with floating inputs.
iii)	All the Cabling (including that of transducers) of Hermodynamic, Electrophysiologic Monitors and RF Ablation System should be such that it does not cause hindrances while doing the Catheterization or other procedures.
iv)	Provision for full hemodynamic analysis
v)	Hemodynamic Recorder (for Cardiac Catheterisation) with 2 pressure and 12 ECG Data entry to include full access to Cath Lab ID Screen, all menus for monitoring of respiration, NIBP, SpO2, 12-lead ECG, at least two invasive pressures, pressure gradient measurements and cardiac output. One additional pair of IBP transducers, ECG lead and SpO2 sensor to be supplied as spare.
vi)	The system should be quoted with NIBP, SpO2, 12-lead ECG, Invasive pressure
vii)	Hardware, SpO2 extension cable, Finger probe, NIBP hose, Adult, paediatric and neonatal Cuffs, ECG trunk cable with standard and radiolucent lead wire set, Cardiac output cable, 17"(or more) colour TFT / LCD monitor for main console 1024 X 1024 or better resolution), 17" (or more) slave TFT Monitor 1024 X 1024 or higher resolution with mountings bracket. Network Laser jet Printer, Appropriate tables for system in control room and for Report generation from system.
12	**3D Acquisition and Cross-Sectional Imaging:**
•	System should have software/hardware package for guidance of valve implantation in TAVI procedure from rotational angiography/ pre-aquired CT/3D rotational Angiography.
•	It should be possible to have 3D image reconstruction of vascular structure, Left atrium of heart and aortic arch from rotational subtraction angiography data. The cross-sectional & 3D images should have processing capabilities in the examination room and control room. **Or** It should be possible to have 3D image reconstruction of vascular structure, Left atrium of heart and aortic arch from rotational subtraction angiography data. The cross-sectional & 3D images should have processing capabilities in the examination room and control room with dynamic 3D road mapping.
•	System should have facility of auto positioning of C Arm depending upon image. It should be possible to differentiate between devices like stent and artery in 3D image.
•	System should have fusion capability of Ultrasound TEE/CT/MRI images on live fluro for optimized performance in Structural interventional procedures.

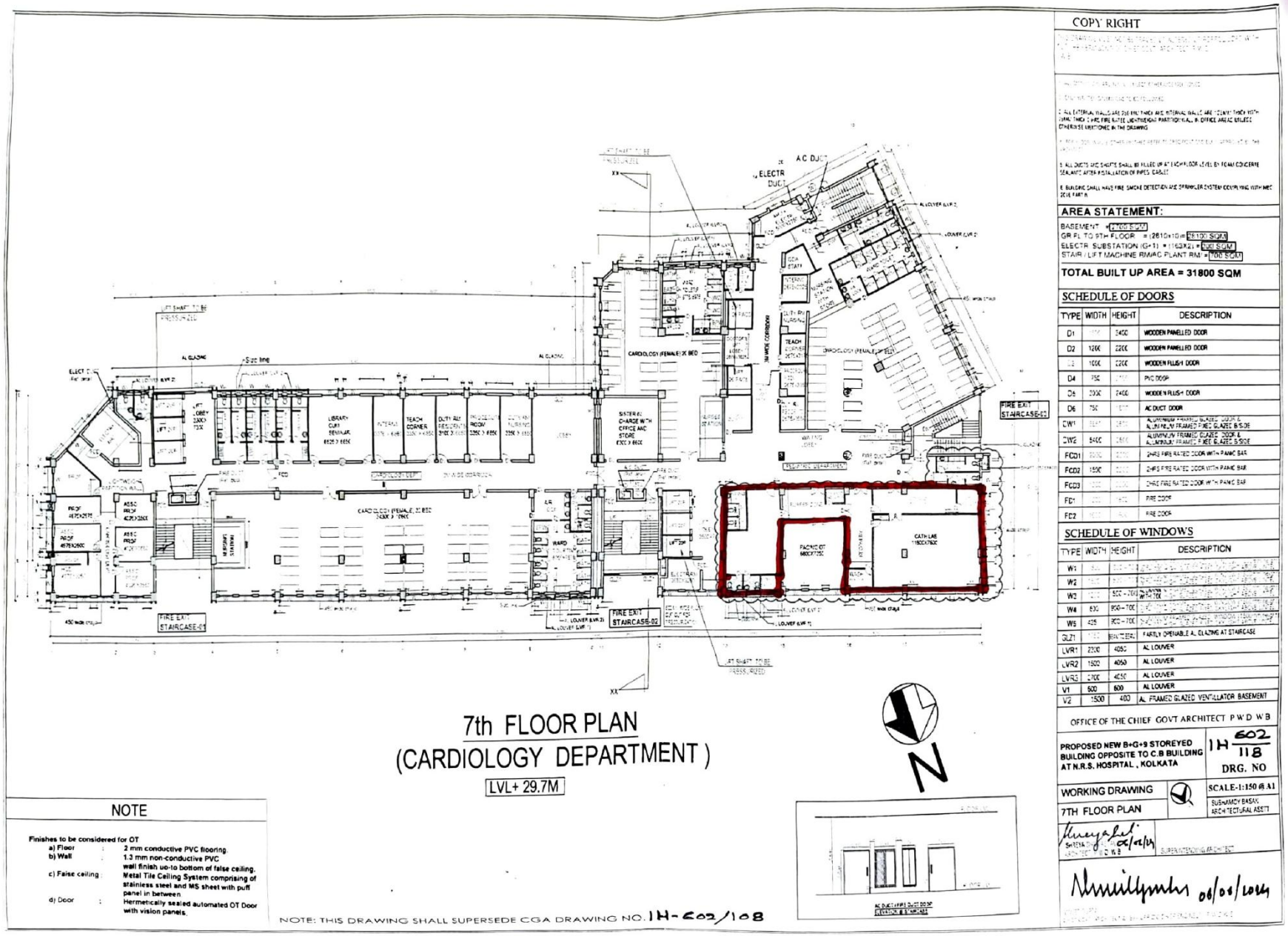
Sl. No.	WBMSCL's Specification
•	**Latest applications for stent enhancement Clear Stent Dynamic/Stent Boost subtract/ PCI Assist Package/ Stent Boost Stent enhancement for sequentially and separately visualization of stent and vessel outline for assessment of stent deployment. Stent visualization should be operated and post processing from table side/console side.**
13	**UPS:**
i)	Suitable online UPS with at least 30 min. battery backup for complete Cath Lab including cine and fluoroscopy during power interruption. Room emergency lighting should also be on UPS.
1	**System Configuration, Essential Accessories, Spares, Consumables and Services for the Cathlab:**
i.	CDSCO approved Multichannel monitor (6 para – ECG, NIBP, SPO2, RR, Temp., IBP) – 2 nos.
ii.	CDSCO approved Pulse Generator – 2 nos.
iii.	CDSCO approved Biphasic Defibrillator – 1 no.
iv.	CDSCO approved Syringe Pump - 2 no.
v.	Footswitch for fluoroscopy and acquisition to be provided.
vi.	Lead Glass: 100 x 150 cm or bigger with lead equivalent as prescribed by ICRP or BARC/AERB recommendations to be fixed between console room and gantry room for radiation protection.
vii.	Lead Aprons - Minimum 15 nos. (10 Nos Coat Type & 5 Nos. Skrt Type)
viii.	Thyroid Guard (Good quality) - minimum 15 nos.
ix.	Stand with Hanger – 3 nos.
x.	Floor / wall Mounted operation lamp, cool LED type-1 no. Focused floor mounted light with a handle for positioning the light. This handle should be removable.
xi.	Radiation protection system - 1 no. (As per international radiation protection system).
xii.	Table mounted radiation protection - 1 no. (As per international radiation protection system).
2.	**Certification, Safety and Training:**
i)	Main Cath lab should have valid CDSCO Certificate/Registration/License for both the manufacturer(s) and importer(s) as applicable
ii)	Electrical safety conforms to standards for electrical safety IEC-60601-General Requirements.
iii)	Manufacturer should have ISO certification for quality standards.
iv)	Shall comply with AERB and BARC guidelines.
Technical specification of Pressure injector	
1	State of art single head pressure injector compatible with the Cath Lab machine Qty. 1 (100 disposables, 150 ml syringes)

Specification for Turnkey Work
Site preparation including interiors and Air-conditioning

Sl. No.	WBMSCL's Specification
1.	**Area to be prepared including interiors: Carpet area of 1300 sq. feet approx. The area should have properly lead shielded wherever required as per BARC norms. If the carpet area 1300 sq. ft is not available at the site, the payment for the turnkey work will be deducted as per the area available at the proposed site.** (Only covered space would be provided to the supplier including ceiling, flooring & wall) Necessary brick work for compliance (thickening of wall) with AERB requirement should be done by the selected agency.
2	**Height of the room (up to false ceiling):** 3.0 m and above
3	**General**
a)	**Floor:** Floor (except of Catheterization room) should be of premier quality double charged joint less Glazed vitrified tiles of size (800 x 800) mm. High quality Antistatic floor suitable for operation theatre for Catheterization room. (kajaria/Nitco/Jhonson)
b)	**False Ceiling:** **Catheterization Room:** Modular type Stainless Steel False Ceiling with raceway for wiring. **Other Areas:** Bio-friendly Modular False ceiling system 600x600 mm**.** Gypsum drop ceiling around the room
c)	**Wall:** should be of premier quality double charged joint less Glazed ceramic tiles of size (600 x 300) mm up to ceiling high. Wall specification should be as per BARC norms. All corners should filled and finished with matching colour silicon. All visible edges up to a height of 1200 mm to be fixed with mat finish SS corner guard. The same to be flushed with tiles surface.
d)	**Door for Cathlab Room**: Wooden (with lead shielding as per AERB norms) for Cath Lab room door. Heavy duty double leaf Stainless Steel for Main Entrance door and UPS room door with locking facility with 1 hour fire rating. Both metal doors shall be Stainless Steel finish.
e)	**Paint:** 2 coats synthetic enamel paints over 2 coats primer over wall putty (if required).
4	**Air-conditioning machine:** The entire carpet area should be air-conditioned with AC machines of appropriate tonnage and with 100% back up. AC machines with 5 star rating having appropriate capacity to bring down and maintain room temperature up to 22° to 24° Celsius as per requirement. There should be sufficient number of the AC machines to run the service round the clock and uninterrupted in case of breakdown of any of the AC machine(s). HVAC Machine for Cath Lab room, consol room and Technical room should have standalone dehumidifier system. A/C ducting to prepare, if required.
	Indicative AC Make: **O General/ Hitachi/Mitsubishi/Diakin**

Sl. No.	WBMSCL's Specification
5	High quality room LED lighting (up to 400 LUX of luminance)
6	Moveable Skylight or equivalent complete ambient interior whichever is applicable
7	Gas Pipelines etc with 4 terminations – 3 at patient waiting area & other at Catheterization room – imported terminals to be supplied.
	The bidders to submit drawing layout plan of the interior. At least 15 -20 patient holding positions has to be mentioned in the drawing layout plan. Sufficient furniture to be supplied for the console room and patient waiting
9	**Wiring System**:
a)	Light, Fan, 5 Amp Plug: 3 X 1.5 sq. mm copper conductor FRLS wire should be provided.
b)	Power Plug (15 Amp): 2 X 2.5 + 1 X 1.5 sq. mm copper conductor FRLS wire should be provided.
c)	Split AC wiring: 2 X 4 + 1 X 2.5 sq. mm copper conductor FRLS wire should be provided
10	**Earthing**: 4(Four) nos. Copper plate earthing as per PWD schedule.
11	Dress Changing room with mirror and storage shelf as per requirement.
12	**Toilet for Doctors and officials:**
	Plumbing – Kohler / Jaquar / Roca Sanitary system for WC and Urinals- Cera / Hindware / Parryware –with tornedo technology).
13	**Toilet for patients:**
	Plumbing – kohler / jaquar / roca Sanitary- cera / hindware / parryware – tornedo technology)
14	Scrub station – Full SS-304 body with 2 sink scrub station (warm and cold water) with paddle operating facility (Modular). Necessary water RO plant to be supplied with scrub system.
15	**Misc supply items during warranty & CMC period**:
a)	3 nos - 80 liter Waste bins as per color code with adequate supply waste bags for Waste Bins
b)	6 nos- 20 liter Waste bins as per colour code with adequate supply of waste bags
16	Heavy duty R/O water treatment and SS 40 liter water cooler facility to be provided
Note: The items mentioned above are indicative in nature	
Furniture to be supplied:	
a)	Executive revolving chair with arm rest: 2 Nos. (Godrej/Janak/Geeken)
b)	Steel Almirah with Rack: 2 Nos. (Godrej/Janak/Geeken)
c)	Wooden Shoe Rack: 1 Nos (Godrej/Janak/Geeken)
d)	**Crash Cart**: 1 No. (Godrej/Janak/Geeken)
e)	i) Console table -1 No. ii) Additional Table for workstation size of (1200 x 800) mm- 1 No. (Godrej/Janak/Geeken)
f)	Mirror in change Room with small storage rack and clothes Hook, Curtain with SS rods and Hooks- 1 No

Sl. No.	WBMSCL's Specification
g)	Wheel chair: 1 No



COPY RIGHT
AREA STATEMENT:
BASEMENT = 2700 SQM
GR FL TO 9TH FLOOR = (2610x10)= 28100 SQM
ELECTR SUBSTATION (G+1) = (163X2) = 300 SQM
STAIR / LIFT MACHINE RM/AC PLANT RM = 700 SQM
TOTAL BUILT UP AREA = 31800 SQM
SCHEDULE OF DOORS
TYPE WIDTH HEIGHT DESCRIPTION
D1 3400 WOODEN PANELLED DOOR
D2 1200 2200 WOODEN PANELLED DOOR
D3 1000 2200 WOODEN FLUSH DOOR
D4 750 PVC DOOR
D5 3000 2400 WOODEN FLUSH DOOR
D6 750 AC DUCT DOOR
DW1 ALUMINIUM FRAMED GLAZED DOOR & ALUMINIUM FRAMED FIXED GLAZED B/SIDE
DW2 5400 ALUMINIUM FRAMED GLAZED DOOR & ALUMINIUM FRAMED FIXED GLAZED B/SIDE
FCD1 2HRS FIRE RATED DOOR WITH PANIC BAR
FCD2 1500 2HRS FIRE RATED DOOR WITH PANIC BAR
FCD3 2HRS FIRE RATED DOOR WITH PANIC BAR
FD1 FIRE DOOR
FD2 FIRE DOOR
SCHEDULE OF WINDOWS
TYPE WIDTH HEIGHT DESCRIPTION
W1
W2
W3 500-700
W4 600 900-700
W5 425 900-700
GLZ1 FARTLY OPENABLE AL GLAZING AT STAIRCASE
LVR1 2200 4050 AL LOUVER
LVR2 1500 4050 AL LOUVER
LVR3 2700 4050 AL LOUVER
V1 600 600 AL LOUVER
V2 1500 400 AL FRAMED GLAZED VENTILLATOR BASEMENT
OFFICE OF THE CHIEF GOVT ARCHITECT P W D W B
PROPOSED NEW B+G+9 STOREYED BUILDING OPPOSITE TO C.B BUILDING AT N.R.S. HOSPITAL, KOLKATA
1H 602/118
DRG. NO
WORKING DRAWING
7TH FLOOR PLAN
SCALE-1:150 @ A1
SUSHAMOY BASAK ARCHITECTURAL ASSTT
06/06/2024
7th FLOOR PLAN
(CARDIOLOGY DEPARTMENT)
LVL+ 29.7M
NOTE
Finishes to be considered for OT
a) Floor : 2 mm conductive PVC flooring.
b) Wall : 1.3 mm non-conductive PVC wall finish up-to bottom of false ceiling.
c) False ceiling : Metal Tile Ceiling System comprising of stainless steel and MS sheet with puff panel in between.
d) Door : Hermetically sealed automated OT Door with vision panels.
NOTE: THIS DRAWING SHALL SUPERSEDE CGA DRAWING NO. 1H-602/108

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 Bidding Documents, the "CDSCO certificate" shall be read as: "CENTRAL DRUG STANDARD CONTROL ORGANISATION"

ii. WARRANTY

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

iii. MAINTENANCE

a. CMC shall be as per the specification after the expiry of warranty, unless specified otherwise.

b. During CMC, cost and responsibility of the transport/shifting of the equipment, in case so required for repair, etc, shall be entirely borne by the Supplier, without any liability on the Consignee. In case of such shifting of equipment, alternative working equipment shall be first made available to the Consignee to avoid any disruption in the clinical work.

c. Subject to (b) above, CMC services shall be provided at the site of the equipment, within the prescribed response time.

iv. Labelling & Packing

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

a. Procured by: WBMSCL Ltd.

b. Serial Number:

c. PMS Done:

d. PMS Due:

e. Toll Free No.:

f. Mobile No.:

g. Email:

h. Facility Asset No.:

i. Warranty upto:

j. CMC Starts on:

k. CMC Valid upto:

l. Approved CMC Rate per annum:

m. Service Engineer Contact detail:

n. 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. : WBMSCL /NIT-XXX/2025, Dated-XX.XX.2025	
Machine Serial No. :	Facility Asset No. :
Warranty (Xyrs) upto :	Approved CMC Rate: per annum
CMC starts on :	CMC valid upto :
Last PMS on :	Next PMS due on :
Complaint logging at :✉:abc@abc.com, ☎: (0XX) XXXX XXXX / XXXX XXXX	
Service Engineer : Mr. XYZ, ✉:abc@abc.com, ☎: 09XXXXXXXXX	
Service Manager : Mr. XYZ, ✉: abc@abc.com, ☎:09XXXXXXXXX	

2. LIST OF RELATED SERVICES

i) Incidental Services

The Selected Bidder 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 equipment

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

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

(d) The Selected Bidder shall be required to give an undertaking that suitable trained service engineers shall be posted at Kolkata, Siliguri and Durgapur 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)

1.1.1.1 The Purchaser/ Consignee/ Government of West Bengal, may, at theirown and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier at the price quoted for rendering CMC services by the Supplier.

1.1.1.2 The Supplier shall visit each 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 / Consignee's personnel, on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied equipment. This must be carried out at the time of commissioning of equipment.

(g) Necessary support from the Original Equipment Manufacturer, as may be required for obtaining Clinical License from AERB.

ii) Availability of Spare parts

The Supplier shall ensure the availability of spare parts for 10(ten) years from the date of commissioning. Inventory of the spare parts shall be required to be maintained by the Supplier for 10(ten) years from the date of commissioning.

3. INSPECTIONS AND TESTS

1. The Supplier 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.
2. WBMSCL or its representative may inspect and/or test any or all item of the Goods to confirm their conformity to the Contract at their own cost and expense, 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 in the case of domestic bidder or any other legally equivalent document as permissible under the laws of the respective country, where the bidder is incorporated***)**

Date: …….

Bid Reference No.: _____ Schedule - ___

Name of Contract: Supply and Commissioning of 01(one) unit of advanced Cath Lab Machine for the Department of Cardiology at NRS MC&H, Kolkata , Kolkata

To
The 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-773/2026; dated-15.09.2026** and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to Supply and Commissioning of Medical Equipments for *[Name of the equipment]* for Hospital of the Govt. of West Bengal in conformity with your above referred document.

We also

1. certify that:

   a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.

   b) The offered products are in accordance with the required specifications and technical requirements.

   c) 'Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **2 (Two) years** from the date of opening of financial bid 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) years** 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 directly or indirectly through our OEM(s) / Importer(s) at least _____nos. of the offered model and providing necessary service support to the equipments.

g) Our Company have commissioned directly or indirectly through our OEM(s) / Importer(s) at least _____nos. of the same or similar type of medical equipment and providing necessary service support to the equipments.

h) We have never been blacklisted by any Government Department/ Agency in India during the last 5 years. (if any explanation / information needs to be submitted in this regard bidder can submit in separate Annexure)

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

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

k) 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 on us in terms of the bid document.

l) We, if selected in the tender, will arrange to maintain 96% service up time i.e. a minimum of 350 days out of 365 days in a year of the offered equipment *[insert name of the equipment]* during the warranty & CMC period.

m) The time for rectification of the equipment will not be more than 72 hours from the time of the complaint is lodged.

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.

o) We accept all the terms & conditions of your tender document.

The following points are additionally applicable for those medical equipment / items / goods which will be delivered from abroad / outside of India -

2. certify that:

a) We agree that the consignments after clearance from airport Kolkata / Indian Seaport will directly be delivered to the premises of Hospital within 7 working days and will be delivered to the concerned indenter immediately.

b) We agree to confirm/check regarding insurance of the consignment before moving the same from respective country. If any loss occurred due to non-insurance, the same will be deducted from our bills.

c) We agree to take insurance policy for all export / re-import consignment prior to shipment.

d) We must provide name and complete address of all associates located in different countries along with names, telephone no., fax no. and e-mail address of contact persons to Hospital.

3. 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 must be submitted online during online bid submission or else the bid would be liable to be summarily rejected.

Note 4: The bidders should also note that after opening of the Technical Bids, if any document other than those noted under note 3, is found wanting, WBMSCL shall reserve the right to allow late submission of such document in hard copies 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	The tenderers should submit credentials i.e. Work Order / Purchase Order along with proof of completion of same/ similar nature of equipment valuing minimum 40% of the estimated amount put to tender in support of supplies made to Govt. Hospitals/ Govt. healthcare facilities/ Govt. Institutions/ Govt. Undertaking/ Govt. Statutory or Autonomous bodies for the period of last five years ending from the issue of this NIT.			
4	Income Tax returns for assessment year (2022-23, 2023-24, 2024-25)			
5	Tender Form as per Form 1			
6	Manufacturer's Authorization (if applicable) as per Form 5A of Section V			
7	System should be quoted with performance report/certificate from at least for 03 (Three) institutions, by various user/users from government institutions or any teaching institution recognized by Govt.			
8	Spare parts and accessory manufacturers authorisation as per Form 5B of Section V			
BID - A				
Sl. No.	**Activity**	**Yes/No /NA**	**Page No in the Bid**	**Remark**
9	Earnest Money Deposit (EMD) (Copy of receipt of online			

	submission of EMD)			
BID - B				
Sl. No.	**Activity**	**Yes/No/ NA**	**Page No in the Bid**	**Remark**
10	Model of the equipment offered for **(Self Declaration)** with Technical Data Sheet			
11	Comparative Data Table of the Technical Specifications (Form No. 4 of Section V)			
12	1 sets of Brochure of the offered product / model.			
13	i) Standard & safety certification valid CDSCO Certificate (MD-9 or MD-15 as applicable) /Registration/License for both the manufacturer(s) and importer(s) as applicable. ii) MD-42 License of the bidder issued by the Central Drugs Standard Control Organization (CDSCO) in India for businesses selling, stocking, distributing or exhibiting medical devices.			
14	Self declaration by the bidder for agreeing that WBMSCL will do Quality Check by Third Party Agency, If required			
15	Confirmation from manufacturer of the offered equipment that all the facilities exist in its factory for inspection and testing and these will be made available to WBMSCL or his representative, if inspection is considered necessary.			
16	Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any]			
17	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2022-23, 2023-24, 2024-25) (in INR) - to be certified by practicing Chartered Accountant as per format given in **FORM 9 of Section V.**			
18	**Form 10**: Basic information Form			

Form 3: PROFORMA OF CERTIFICATE

Certificate of commissioning of equipment and its satisfactory and faultless functioning for 90 days after commissioning

(To be issued jointly by the Director/MSVP/Superintendent & HOD)

This is to certify that the equipment(s) as detailed below is functioning satisfactorily since it was commissioned on …….

a) Contract No. / Supply Order No. Dated :

b) Description of the equipment (s) :

c) Serial no. of the equipment (s) :

d) Quantity :

e) Name of the Health Facility :

f) Date of commissioning :

g) Date of completion of 90 days satisfactory and Faultless functioning of equipment :

Signature of Authorized Signatory of Facility
(Rubber stamp to be affixed)

Signature of HOD
(Rubber stamp to be affixed)

Signature of the equipment Supplier
(Rubber stamp to be affixed)

Form3a: Consignee Receipt Certificate (CRC)

(To be issued by consignee's authorized representative)

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

Date of supply by the Company Person or Courier:	
Name and Address of the Consignee:	
Name of the item supplied (with Make& Model & Model No.):	
Purchase Order /Contract No.:	
Name of the Supplier:	
No. of Units supplied:	
Place of destination (The dept. where the equipment will be actually installed):	
Invoice No.& Date:	
Details of Batch /Serial Numbers, if any of item supplied:	

...…….. (Signature &Office Seal of authorized representative of Consignee with date) [Name and designation of the signatory to be written capital letter]
...……. (Signature & Office Seal of Head of the Institute/Hospital with date) [Name and designation of the signatory to be written capital letter]

Form 3B: Satisfactory Installation Certificate (SIC)

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

Bid Reference:

Award of Contract Reference:

Description of Equipment/Service:

Date of Commissioning:

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

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

Sl. No.	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:

a) Tools for maintenance

b) 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 equipment, its accessories and ancillaries is functioning satisfactorily and faultlessly

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

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

Signature :

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

Name (in Block):

Designation :

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 Sheet& Technical Product Datasheet to be submitted mandatorily)

Bidders must complete the right column of the below table and the compliance confirmation statement as included in Section IV, Schedule of Requirements; technical specifications.

Tender No. , dated-
Schedule No. ___ :

Sl. No.	*WBMSCL's Specification*	*Compliance to the tender specification- Give Comments (Complied/Not-complied)*	*Data Sheet Para & Page Number*	*Deviation if any (Yes/No); if yes –Give Comments*

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

YES NO

ANY DEVIATIONS MUST BE LISTED BELOW:

Form 5A: MANUFACTURER'S AUTHORIZATION FORM

[The bidder shall require the Manufacturer to fill in this Form in accordance with the instructions in the Bidding Documents. 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 Manufacturer. Such certificate is not required where Manufacturer is the bidder]

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 Bidder]* 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 bidder.

When resold by [*name of bidder*], these goods are subject to applicable warranty terms of your Bidding Documents.

We assure you that in the event of [*name of bidder*] not being able to fulfill its obligation as our Sales & Service Provider in respect of your Bidding Documents; we would continue to meet our terms stated in the Bidding Documents through alternate arrangements.

Authorized Signatory of the Manufacturer_____

Name_____

Designation with stamp_____

Date_____

Form 5B: SPARE PARTS AND ACCESSORIES MANUFACTURER'S AUTHORIZATION FORM

[The bidder shall require the manufacturers of the spare parts and accessories which are being procured by them for running the equipment to fill in this Form in accordance with the instructions in the Bidding Documents. This letter of authorization should be on the letterhead of such manufacturer and should be signed by a person with the proper authority to sign documents that are binding on such manufacturer.]

Date:

NIT No.:

To:
MD, WBMSCL

WHEREAS

We *[insert complete name of manufacturer],* who are manufacturers of *[insert category of spare parts/ accessories] and/or supply of spare parts/ accessories [insert particulars of spare parts/ accessories being supplied],* having factories at *[insert full address of place where such items are being manufactured],* do hereby authorize *[insert complete name of Bidder]* to submit a bid, the purpose of which is to provide the following Goods*[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 bidder.

When resold by [*name of bidder*], these goods are subject to applicable warranty terms of your Bidding Documents.

We assure you that in the event of [*name of bidder*] not being able to fulfill its obligation as our Sales & Service Provider in respect of your Bidding Documents, we would continue to meet our terms stated in the Bidding Documents through alternate arrangements.

Authorized 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 bidder

_____

Countersigned by and seal of Chartered Accountant

Form 7: Statement of Breakup of Duties and Taxes

NIT NO. WBMSCL/NIT-773/2026, Dated-15.09.2026
ITEM: _____
Name of Manufacturer: _____
Name of the Bidder.....
Country of Origin.....
Make : _____ ; Model: _____

Sl. No.	Particulars	Percentage (%)	Price (In INR)
1	(Main Unit): Basic Price of equipment 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 (A) as per BoQ	-	
2	Domestic Goods/3rd Party items excluding GST (B), if applicable	-	
3	Turnkey Work (site preparation including interiors) excluding GST (C), if applicable	-	
4	Basic Custom Duty (D) imposed	-	
5	Health Cess (E) as applicable	-	
6	Social Welfare Surcharges (F)=(D)+(E) as applicable	-	
7	IGST (H)= (A)+ (B)+ (C)+ (D) +(E)+(F)	-	
8	GST (G)	-	
9	Other duties or taxes as applicable(I)	-	
Gross Price			

If any other duties or taxes are applicable, the same may be declared in Form 7.

N.B.

1) The above statement to be filled up mandatorily. Sl. 1 & Sl. 8 is applicable for Indian Manufacturer/ distributer.

2) Indian Subsidiary of the manufacturer/OEM who will import the medical equipment/item should have to mandatorily fill Sl. 1 to 7.

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

Bidders to attach a separate price list of all spares and accessories (including minor) required for maintenance and repair in future after guarantee/warranty period in the prescribed format below

Sl. No	Items	All inclusive cost of 1(one) number in INR
1		
2		
3		

Form 9: TURNOVER CERTIFICATE

I certify that Annual Turnover of *(insert the name of the company)* in any of the last 3(three) financial years i.e. 2022-2023 , 2023-2024 , 2024-2025 (in INR) as per certification of a firm of Chartered Accountants with UDIN *(strike out which is not applicable)* is Rs. ..... as per the audited accounts of the organization.

NOTE: For the purposes of this Clause, exchange rate from any foreign currency to Indian Rupees prevailing on the last day of the respective financial year shall be applicable.

Signature and seal of Chartered Accountant with MRN

_____

Form 10: Basic information Form

Basic information to be provided with the bid

1.1 Identity

(a) Name	
(b) Registered address	
(c) Phone number(s)	
(d) Fax	
(e) Email	
(f) Website	
(g) Address of Manufacturing & Operational Unit along with Phone number, fax number, E-mail ID	

1.2 Contact Person

(a) Name	
(b) Designation	
(c) Location	
(d) Mailing address	
(e) Phone number(s)	
(f) Fax	
(g) Email	

Form 11: Site Readiness Format

Certificate of physical readiness of site

With reference to memo no. …… Dated: XX.XX.2025 the following provisions were made available to M/s. …… for supply and commissioning of ……..with 3rd Party item/domestic goods and Turnkey Work i.e. site preparation including interiors and Air-conditioning for Department of …….. Hospital,

Sl	Description	Date when provided
1	Damp proof walls and non leaking roof	
2	Availability of required power	
3	Required construction work	
4	Required supply of water	

Confirmed

For, M/s. ….....

Director/MSVP/HoD

Dept. of …….

…….. Hospital

Form12: 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: West Bengal Medical Services Corporation Limited, having its registered office at Swasthya Sathi, GN- 29, Bidhannagar, Sector – V, Salt Lake, Kolkata-700 091

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the bidder]* (hereinafter called "the Bidder") 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 security.
At the request of the Bidder, we *[name of Bank]* here by 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 Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

a) has withdrawn its Bid during the period of bid validity specified by the Bidder 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 Bidder is not the Selected Bidder, upon the receipt of a copy of your notification to the Bidder of the name of the Selected Bidder; or (b) if the Bidder is the Selected Bidder, twenty-eight days after the expiration of the Bid Validity Period.

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.

While issuing Bank Guarantee, issuing applicant must mention receiver's details as ICICI Bank A/c. No.: 105605003391, IFSC ICIC0001056, Branch Salt Lake Sector 5, in BG text at which SFMS IFIN 760 message to be sent by issuing bank, to establish the authenticity of given BG.

_____
[Signature]

Section VI. Contract Forms

Form 1: Performance Security

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

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

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

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

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

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

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

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

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

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

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]

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

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

Digitally signed by AVIRUP MUKHERJEE
Date: 2026.09.21 12:35:12 IST
Location: West Bengal-WB