



WEST BENGAL MEDICAL SERVICES CORPORATION LTD.
(Wholly owned by the Government of West Bengal)
Swasthya Sathi, GN-29, Sector-V, Salt Lake, Kolkata - 700 091

BIDDING DOCUMENTS
FOR

***Design, Supply, Installation, Testing and Commissioning of PSA Pipeline connection from
PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH of West Bengal***

Bid Reference No.: WBMSCL/NIT-365/2026

Dated - 27.05.2026

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SECTION - I


NOTICE INVITING e-TENDER

from eligible bidders for Design, Supply, Installation, Testing and Commissioning of PSA Pipeline connection from PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH of West Bengal

Issued by:

West Bengal Medical Services Corporation Ltd.,
(Wholly owned by the Government of West Bengal)
CIN: U85110WB2008SGC126373

Regd. Off.: Swasthya Sathi, GN-29, Sector-V, Salt Lake, Kolkata-700 091

 033-4044 0437,

 033-4044 0400 Email ID cme@wbmsc.gov.in

Bid Reference No.: WBMSCL/NIT-365/2026

Dated - 27.05.2026

Introduction: -

1. The Health & Family Welfare Department (H&FWD), Government of West Bengal, has taken an initiative to make positive change in the health sector in West Bengal. Towards this goal, the Department intends to commission PSA Pipeline connection from PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH in the State of West Bengal. West Bengal Medical Services Corporation Ltd. (for short "WBMSCL" or the "Corporation"), having its office at Swasthya Sathi, GN-29, Sector-V, Salt Lake, Kolkata- 700091, (for short "the Swasthya Sathi Building") has been entrusted to select agencies to design, supply, install, commission, operate and maintain the MGPS and it has been decided to invite bids from eligible and qualified bidders to be selected through a transparent and competitive bidding process.

2. The present tender is being issued for PSA Pipeline connection from PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH of West Bengal and the Corporation hereby invites bids from eligible and qualified Indian bidders through 'e-tendering' for designing, supplying, installing, testing, commissioning PSA Pipeline connection from PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH of West Bengal in 2-BID SYSTEM and as described in detail in the Scope of Services in the Schedule of Requirements. The Selected Bidder has to ensure that all the statutory requirements applicable for design, supply, installation and commissioning of gas pipeline and manifold system as prescribed by Government of India and the guidelines of international standards as mentioned in this tender document are adhered to at the time of execution as well as during warranty period of 1 year, from the date of successful installation and commissioning of the MGPS.

3. Intending bidders may download the Bidding Documents from <https://wbtenders.gov.in>.

4. The process of deposit of earnest money through offline instruments like Bank Draft, Pay Order etc. will be stopped for e-tender procurement of this office. Necessary Earnest Money will be

deposited by the Bidder/ Quotationer electronically: online- through his net banking enabled bank account, maintained at any bank or:- through any bank by generating NEFT/RTGS challan from the e-tendering portal. Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e-Proc Ref. No. **Earnest Money of Rs. 6,500/- (Rupees Six Thousand Five Hundred only)** has to be submitted. The Bid Security of the Selected Bidder will be returned duly discharged to the Selected Bidder on execution of the Agreement and on receipt of Performance Security as per terms of this e-NIT.

5. Technical Bid and Financial Bid must be submitted concurrently within the date and time stated in Sl. No. 12 of the e-NIT. All documents submitted by bidders should be properly indexed and digitally signed. Both Technical Bid and Financial Bid, duly digitally signed are to be uploaded in their respective folders viz., technical (statutory & non-statutory) folder and financial folder simultaneously in the website <https://wbtenders.gov.in>.

6. Financial Bids will be considered only if the Technical Bid (both statutory and non-statutory) of a bidder is found qualified by the Tender Evaluation Committee of the Corporation. The decision of the Tender Evaluation Committee will be final and binding in this respect. The list of responsive/ technically qualified and non-responsive bidders will be uploaded in the websites <https://wbtenders.gov.in>.

7. Eligibility criteria for participation

(i) All bidders shall have to meet the minimum eligibility criteria in respect of both of the following:

(a) Financial Capacity;

(b) Technical Capability including Experience/Credentials.

(ii) The eligibility of a bidder will be ascertained on the basis of the digitally signed documents submitted in support of the eligibility criteria as mentioned in (a) and (b) above. If any document submitted by a bidder is found at any stage to be manufactured, false or untrue in any material respect, the bid of such bidder will be rejected outright without any prejudice to any right of WBMSCL, including forfeiting the EMD or invoking the Performance Security.

(iii) Financial capacity requirement is as follows: -

(a) A bidder shall have a minimum average annual turnover of **Rs. 7 lakhs**, in the last 3 (three) financial years, viz. 2022-2023, 2023-2024 and 2024-2025;

(iv) Technical capacity requirements are as follows: -

(a) A bidder shall be an individual or a registered partnership firm (including limited liability partnership) or a company limited by shares (private or public) incorporated under the appropriate laws of India;

(b) If a bidder has got a work executed through a subcontractor on a back to back basis, the bidder cannot include such a work for his satisfying the Qualification Criterion even if the client has issued a Completion Certificate in favour of that bidder.

(c) A bidder must have completed installation of 1 (one) MGPS project with source equipment (i.e. Oxygen System) in govt. health care facility having a minimum value of **Rs. 2.50 Lakh** (including GST) during the last 7 financial years (i.e. 2019-2020, 2020- 2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026). Eligibility criteria will be based on the work order date, work specific as mentioned above. Specifically, the date should fall within the mentioned financial year.

Note: Supporting documents like copies of work orders/certificates from the competent authority, confirming the value of the project(s) & satisfactory completion should be submitted along with the bid. Own works/certification shall not be considered for prequalification.

(d) A bidder shall furnish an undertaking that the bidder has not been barred/ blacklisted by the Government of India or any State Government or any of its Departments, authorities or bodies corporate under the Government of India or any State Government, from participating in any project, which continues as on the date of bid submission.

(e) A bidder shall have a valid PAN.

(f) A bidder shall have valid GST certificate/ letter recording GST identification number.

(g) A bidder shall have already established an office in West Bengal for which necessary address and contact details are to be submitted along with adequate documentary evidence of having established an office, prior to the date of bid publication.

8. Bidders shall have to quote rates for each and every item of work for the hospital as per the tender BOQ, failing which its bid for the entire tender, shall be liable to be summarily rejected. The tender inviting and accepting authority will determine the eligibility of each bidder on the basis of the Technical Bid submitted by the bidder.

9. Bids are to remain valid for a period not less than 180 days after the last date for bid submission as specified in Sl. No. 12 of this e-NIT. Bids valid for a shorter period shall be rejected as non-responsive.

10. The Financial Bid is to be provided in the Bill of Quantities (BoQ), which shall be the sum total of the following:

(a) Contract Price for design, supply of equipment, Installation, Testing and Commissioning of MGPS

11. Payment shall be made to the Selected Bidder by the Corporation, after making appropriate deductions on account of TDS and other statutory deductions.

12. Important Information/ Date & Time Schedule:

Sl. No.	Particulars	Date & Time
1.	Publication of Bidding Documents	02/06/2026 at 14:00 hrs.
2.	Pre-bid meeting	05/06/2026 at 12:00 hrs.
3.	Last date and time for seeking clarifications through e-mail	08/06/2026 up to 18:00 hrs.
4.	Bid submission start date (online)	09/06/2026 at 14:00 hrs.
5.	Bid submission closing (online)	23/06/2026 up to 14:00 hrs.
6.	Date and time of opening of Technical Bids	25/06/2026 after 14:00 hrs.
7.	Technical Bid evaluation (start date)	After opening of Technical Bids on 25/06/2026
8.	Uploading list of responsive/ non-responsive bidders	To be notified later
9.	Financial Bid opening	To be notified later
10.	Issue of Notification of Award	To be notified later

13. In the event, any of the specified dates as above being declared a holiday or if the office of the Corporation being closed on such date, the event of the specified date will be taken up on the next working day at the same time.

14. The Corporation reserves the right to reject any or all bids and to accept or reject any or all offers without assigning any reason whatsoever and would not be liable for any cost that might have incurred by any bidder for bidding.

15. In addition to the above, bidders are advised to note carefully the instructions contained in the 'Instructions to Bidders' (ITB) and conditions in the General Conditions of Contract (GCC) and other documents as per ITB 6.1 before bidding.

16. Conditional/incomplete bids will not be accepted under any circumstances.

17. The bidders shall in addition have to comply with all the extant laws, regulations, practices and procedures of the Government of West Bengal in connection with public tenders or the proposed works.

18. During tender evaluation or even during performance of the contract, if any record submitted by any bidder is found to be incorrect, manufactured or fabricated, the bid of such bidder will be rejected and if the contract has already been awarded, the Agreement will be cancelled (after giving an opportunity of hearing to the Selected Bidder), without any prejudice to any rights of the Corporation. In addition, any such incorrect, manufactured or fabricated information provided by the bidder, may lead to its blacklisting, for a maximum period of 5 years, after following due process.

19. The Corporation reserves the right to cancel the tender process at any time without assigning any reason whatsoever, and without entertaining any claim in this respect. At any time prior to the deadline for submission of bids, as may be extended, the Corporation may amend the Bidding Documents by issuing addenda/ corrigenda. In order to give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids or for other causes and considerations, the Corporation may in its discretion, extend the time for the submission of bids.

20. The EMD will be forfeited/ invoked in the following events: -

- (a) If a bidder withdraws its bid during the period of bid validity, except as provided in ITB 16.2;
- (b) If a bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1;
- (c) If the bidder is declared disqualified in terms of ITB 4.3;
- (d) If the Selected Bidder fails to:
 - i) sign the Agreement in accordance with ITB 36.1;
 - ii) furnish a Performance Security in accordance with ITB 37.1; or
- (e) If a bidder is otherwise in breach of the terms of the Bidding Documents.

21. Where an individual holds a Digital Signature Certificate in his own name duly issued to him in respect of a bidder of which he is a director/ principal officer, such person shall, while uploading any bid for and on behalf of the bidder, upload a copy of the Power of Attorney/ Board Resolution authorizing him to act on behalf of the bidder.

22. All bidders must upload all records, data and documents on which they wish to rely in support of their Technical Bid. Each scanned document should have an index page indicating the name of the documents enclosed with page number. Unless for reasons to the satisfaction of the Corporation, bidders will not be allowed to supplement data and documents submitted online, with additional data and documents, during tender evaluation.

SECTION - II
INSTRUCTIONS TO BIDDERS (ITB)

A. General

1. Scope of Bid 1.1 In connection with the Notice Inviting e-Tender from eligible bidders for designing, supplying, installing, testing, commissioning and maintaining MGPS at OTs in Panihati SGH of West Bengal, the Corporation having its office at Swasthya Sathi, GN-29, Sector-V, Bidhan Nagar, Kolkata - 700 091, issues the Bidding Documents for selection of Contractor for undertaking the Works as detailed in Section - III of the Bidding Documents.
- The tender is invited online and submission of bids will also be online as detailed in the e-NIT.
- 1.2 Throughout the Bidding Documents:
- (a) the term "in writing" means communicated in written form and delivered against receipt;
- (b) the terms 'bid' and 'tender' and their derivatives (bidder/ tender, bid/ tender, bidding/ tendering, etc.) are synonymous.
- (c) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- (d) "day" means calendar day.
2. General guidance for 2.1 **Registration of bidder**
e-tendering
- Any bidder willing to take part in the process of e-tendering will have to be enrolled and registered with the State Government e-procurement system at <https://wbtenders.gov.in>. The bidder is to click on the link for e-tendering as given on the web portal and if required, may contact e-procurement Help Desk at Jalasampad Bhavan, 7th Floor, DVC Cell, Salt

2.2

Digital Signature Certificate (DSC)

Each bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders, from the approved service provider of the National Informatics Centre (NIC). Details are available on the website <https://wbtenders.gov.in>. The DSC is given as a USB e-token. Bidders can search and download the e-NIT and Bidding Documents electronically once it logs on to the website mentioned in Sl. No. 4 of the e-NIT. This is the only mode of collection of Bidding Documents.

Bidders are also advised to upload relevant documents well in advance under the "My Documents" Tab at <https://wbtenders.gov.in> so that those can later be selected and attached during bid submission. This is likely to ensure hassle free upload of bid documents. The speed of upload is dependent on the memory available in the system as well as the network bandwidth used. In case there are space constraints, bidders are advised to scan the documents in 75-100 DPI so that optimal clarity is maintained. The Corporation will not be responsible for any delay or difficulties faced during the submission of bids online by the bidders due to connectivity or other issues.

3. Corrupt Practices

3.1

The Corporation requires that bidders observe the highest standard of ethics during the bidding process and during execution of such contract. In pursuance of this policy, the Corporation:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice"/"bribery" means the offering, giving receiving, or soliciting, directly or indirectly,

anything of value to influence improperly the actions of another party or influencing the process procuring goods or services or executing contracts;

(ii) "fraudulent practice"/"fraud" means any act or omission, including a misrepresentation of information or facts, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation or to influence the process procuring goods or services or executing contracts, to the detriment of the Corporation or other participants;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influence improperly the actions of another party or designed to result in bids at artificial prices that are not competitive;

(v) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

(b) will reject a proposal to award a contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for the contract in question;

(c) will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in any bidding process of the Corporation if it at any time determines that the party has, directly or through an agent, engaged in corrupt, fraudulent, collusive,

coercive or restrictive practices in competing for, or in executing, a contract of the Corporation.

(d) will cancel or terminate a contract if it determines that a bidder /party has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or restrictive practices in competing for, or in executing, a contract with the Corporation.

(e) will normally require an agent of the Corporation to allow the Corporation or any person that the Corporation may designate, to inspect or carry out audit of the bidder's accounting records and financial statements in connection with the contract.

4. Eligible Bidders 4.1

The bidders shall have to meet the following eligibility criteria :

(a) shall be a an individual or a registered partnership firm (including limited liability partnership) or a company limited by shares (private or public) incorporated under the appropriate laws of India.

(b) A bidder must have completed installation of 1 (one) MGPS project with source equipment (i.e. Oxygen System) in govt. health care facility having a minimum value of **Rs. 2.50 Lakh** (including GST) during the last 7 financial years (i.e. 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026). Eligibility criteria will be based on the work order date, work specific as mentioned above. Specifically, the date should fall within the mentioned financial year.

Note: Supporting documents like copies of work orders/certificates from the competent authority, confirming the value of the project(s) & satisfactory completion should be submitted along with the bid.

Own works/certification shall not be considered for prequalification.

(c) Minimum average annual turnover during the last 3 (three) financial years (i.e. 2022-2023, 2023-2024 and 2024-2025), as certified by a Chartered Accountant, of **Rs. 7 lakhs**.

(d) Deleted.

(e) Participation in the form of Joint Venture/ Consortium / Special Purpose Vehicle will not be allowed to participate in the above e-NIT.

(f) The bidder is presently not barred/blacklisted by any Department, authority or body corporate under the Government of India or any State Government.

4.2 A bidder shall have to furnish the following documents:

- (a) Copy of PAN Card;
- (b) Copy of GST Certificate/ letter recording GST identification number;
- (c) Copy of Income Tax Returns for the financial years 2021-2022, 2022-2023 and 2023-2024 (assessment years 2022-2023, 2023-2024 and 2024-2025);
- (d) Copy of documents of incorporation, i.e. Certificate of Incorporation & Memorandum and Articles of Association, if the bidder is a company and Deed of Partnership, if the bidder is a partnership firm (not required to be submitted if the bidder is an individual);
- (e) Audited Annual Accounts for the financial years 2022-2023, 2023-2024 and 2024-2025 (certified by a Chartered Accountant);
- (f) Notarised Power of Attorney/ Board Resolution in favour of signatory of bid and accompanying documents (if the bidder is an

individual, all documents are to be signed by the individual and such bidder shall not be permitted to engage an attorney on his or her behalf);

- (g) Deleted;
- (h) Statement of Annual Turnover during the financial years 2022-2023, 2023-2024 and 2024-2025 certified by a Chartered Accountant (CA), which shall also mention that the bidder has a positive net worth as on the day of submission of bid;
- (i) Declaration by way of affidavit duly notarized that the bidder has not been barred by the Government of India (GoI) or any State Government or any authority or body corporate under GoI or any State Government for participation in any project which bar subsists on the day of submission of the bid;
- (j) Copy of Work Order & Completion Certificate from the service recipients stating that the works undertaken by the bidder has been satisfactory and no adverse report was obtained.
- (k) For Imported Products: The contractor has to confirm the availability of spare parts for next 1 year from the date of commissioning. In case if spares are not available, the product has to be replaced with new one free of cost till the completion of the operation & maintenance period.

4.3

The Corporation considers a conflict of interest to be a situation in which a party has an interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and

regulations, and that such conflict of interest may contribute to or constitutes a prohibited practice by the Corporation which requires that bidders, suppliers, and contractors under contracts with the Corporation, observe the highest standard of ethics and will take appropriate actions if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:

- (a) they have controlling shareholders in common;
- (b) they receive or have received any direct or indirect subsidy from any of them;
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Corporation regarding this bidding process.

4.4 Joint bids or consortium bids will not be entertained.

4.5 A bidder, who is under a declaration of ineligibility by the Corporation in accordance with ITB 3 or by any Department of Government of India or Government of West Bengal, at the last date for bid submission or thereafter during process of evaluation, shall be disqualified.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Corporation, as the Corporation shall reasonably request.

5. Technical Specifications 5.1 The bidders are cautioned to read the specifications carefully, as there may be special requirements. The

specifications are the minimum requirements for the products and/ or services. The products and/ or services offered must meet or exceed requirements mentioned in the Technical Specifications. The products and/ or services shall conform to 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.

B. Contents of Bidding Documents

6. Sections of Bidding Documents 6.1 Documents
- The Bidding Documents consists of Parts I, II, and III, which include all the Sections indicated below, and should be read in conjunction with any addenda / corrigenda issued in accordance with ITB 8.

PART I Bidding Procedures

Section I - Notice Inviting e-Tender (e-NIT)

Section II - Instructions to Bidders (ITB)

PART II Requirements

Section III - Schedule of Requirements (SoR)

Section IV - Bidding Forms (BDF)

Section VII - Drawings

PART III Contract

Section V - General Conditions of Contract (GCC)

Section VI - Contract Forms (COF)

- 6.2 The Corporation is not responsible for the completeness of the Bidding Documents and their addenda/ corrigenda, if they were not obtained directly from the source stated by the Corporation in the e-NIT.

- 6.3 The bidder is expected to examine all instructions, forms, terms, and requirements in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents

may result in the rejection of the bid.

6.4 All the Sections forming part of the Bidding Documents are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the General Conditions of Contract and the Agreement,
- (b) the Schedule of Requirements and the Drawings,
- (c) the Notice Inviting e-Tender and the Instructions to Bidders,
- (d) the Bidding Forms.

7. Clarification of 7.1
Bidding Documents,
Pre-Bid Meeting

A prospective bidder requiring any clarification of the Bidding Documents shall contact the Corporation in writing by sending an e-mail to the Corporation's e-mail address at cme@wbmsc.gov.in or raise its queries during the pre-bid meeting in accordance with ITB 7.4 and ITB 7.5. Should the Corporation deem it necessary to amend the Bidding Documents as a result of a request for clarification, it shall do so following the procedure under ITB 8.

7.2 The bidder's designated representative is invited to attend a pre-bid meeting at the office of the Corporation at Swasthya Sathi, GN-29, Sector - V, Bidhan Nagar, Kolkata - 700 091 on 05th June, 2026 at 12:00 hrs. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.3 The bidder is requested, as far as possible, to submit any questions in writing, to reach the Corporation not later than the time and date mentioned in the e-NIT (Sl. 12).

7.4 Responses to the queries raised by the bidder in the pre-bid meeting, will be uploaded in the e-tender portal i.e. <https://wbtenders.gov.in> within 7 (seven) days from the date of pre-bid meeting. Any

modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Corporation exclusively through the issue of an addendum/ corrigendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

- 7.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
8. Amendment of Bidding Documents/
Extension of deadlines
- 8.1 Any addendum/ corrigendum issued shall be part of the Bidding Documents and shall be uploaded in the e-tender portal i.e. <https://wbtenders.gov.in>.
- 8.2 To give prospective bidders reasonable time in which to take an addendum/ corrigendum into account in preparing their bids or for other causes and consideration, the Corporation may, at its own discretion, extend the deadline for the submission of the bids.

C. Preparation of Bids

9. Costs of Bidding
- 9.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the Corporation shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
10. Language of Bid
- 10.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Corporation, shall be written in English only. Supporting documents and printed literature that are part of the bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the bid, such translation shall be relied on.
11. Documents
- 11.1 Tenders are to be submitted online following the

comprising the Bid

process mentioned in Sl. Nos. 6 of the e-NIT in two folders, one being the Technical Bid and the other being the Financial Bid before the prescribed date and time. The documents are to be uploaded scanned for viruses and duly digitally signed so that the documents will get encrypted (transformed into non readable formats).

11.2 The Technical Bid shall comprise of the scanned copies of the following documents in one folder :

Statutory cover of Technical Bid containing:

To be filled in FORM folder:

- (i) Covering Letter (duly filled in) as per format given in Form- 1 of Section - IV (Bidding Forms)
- (ii) Qualification Information (duly filled in by the bidder), as per format given in Form - 2 of Section - IV (Bidding Forms)
- (iii) e-NIT Acceptance Form, as per format given in Form - 3 of Section - IV (Bidding Forms)
- (iv) Power of Attorney in favour of signatory of the bid, as per format given in Form - 5 of Section - IV (Bidding Forms)/ Board Resolution in favour of signatory of the bid, as per format given in Form - 6 of Section - IV (Bidding Forms) (not required to be submitted if the bidder is an individual)
- (v) Letter of Financial Bid, as per format given in Form - 7 of Section - IV (Bidding Forms)

To be filled in DRAFT folder:

- (i) Scanned copy of proof of submission of EMD/ Bid Security by way of bank transfer in favour of "West Bengal Medical Services Corporation Limited"

To be filled in NIT folder:

- (i) e-NIT (Section - I) and Instructions to Bidders (Section - II) (duly signed in all pages)
- (ii) General Conditions of Contract (Section - V)

(duly signed in all pages)

(iii) Schedule of Requirements (Section - III) (duly signed in all pages)

Non-statutory (My Documents) Cover containing

To be filled in CERTIFICATES folder:

- (a) Copy of PAN Card
- (b) Copy of Income Tax Returns for the financial years 2021-2022, 2022-2023 and 2023-2024 (assessment years 2022-2023, 2023-2024 and 2024-2025).
- (c) Copy of GST Certificate/ letter recording GST Identification Number

To be filled in COMPANY DETAILS folder:

(a) Copy of documents of incorporation (i.e. Memorandum and Articles of Association and Certificate of Incorporation), if the bidder is a company and Deed of Partnership, if the bidder is a partnership firm (not required to be submitted if the bidder is an individual)

To be filled in FINANCIAL INFO folder:

- (a) Form - 8 (Certificate of Financial Capacity duly certified by Chartered Accountant)
- (b) Form - 9 with Audited Balance Sheet for financial years 2022-2023, 2023-2024 and 2024-2025;

To be filled in DECLARATION folder:

Declaration by the bidder, as per format given in Form - 4 of Section - IV (Bidding Forms)

To be filled in CREDENTIAL 1 folder:

- (a) Deleted;
- (b) Work Order and Completion Certificates from the service recipients stating that the service has been satisfactory and no adverse report was obtained.

In case of failure to submit any of the above mentioned documents (for both statutory and non

statutory cover) in respective folders, the Corporation may summarily reject the bid.

11.3 The Financial Bid is to be provided in the Bill of Quantities (BoQ), which shall be the sum total of the following:

(a) Contract Price for design, supply of equipment, installation, and commissioning charges from the date of commissioning and handover of MGPS

The rates quoted by the bidder shall be exclusive of applicable GST. In addition, the bidder will be required to submit the following documents:

(i) Price Schedule in portable document file (PDF) format containing the breakup of Contract Price for design, supply of equipment, installation and commissioning (excluding GST) as per Form - 14 of the Bidding Forms.

(ii) Statement of Breakup of Duties and Taxes in portable document file (PDF) format containing the breakup of Contract Price for design, supply of equipment, installation and commissioning including the percentage of GST and the amount of GST payable by the bidder for the works comprising design, supply of equipment, installation, and commissioning charges of MGPS as per Form - 15 of the Bidding Forms.

N.B. - (1) The bidder is to quote the rate online in the space marked for quoting rate in the BOQ. Only BOQ rate and not the GST amount will be considered for evaluation of Financial Bid.

(2) The bidders shall have to quote their rates for each and every category of Works for each of the

facilities in the Price Schedule, failing which its bid will be summarily rejected.

(3) Only downloaded copies of the above documents are to be uploaded, virus scanned and digitally signed by the bidder.

(4) The sum of the rates quoted in the Price Schedule shall match with the total price quoted in the BOQ. If there is any discrepancy between the total of the rates quoted in the Price Schedule and the BOQ, the Price Schedule shall prevail over the BOQ.

12.	Letters of Technical Bid and Schedules	12.1	The Letters of Technical Bid shall be prepared using the relevant forms furnished in Section - IV (Bidding Forms). The forms must be completed without any alterations to the text and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
13.	Bid Prices	13.1	The prices quoted by the bidder in the Financial Bid shall conform to the requirements specified below.
		13.2	The price to be quoted in the Financial Bid, in accordance with the BOQ, shall be the rate (in INR) for the sum total of all the categories of Works to be charged by the bidder for the hospital, which shall be exclusive of GST. Only a fixed rate in INR (up to two decimal places) can be quoted by the bidder.
		13.3	The rate quoted by the bidder is not subject to any discount or adjustment.
14.	Currencies of Bid and Payment	14.1	The rate shall be quoted by the bidder entirely in Indian National Rupees (INR) only. The Corporation shall be entitled to reject any bid, if the same has been submitted in any other currency.
15.	Documents Establishing the Qualifications of the Bidder	15.1	To establish its qualifications to perform the obligations under the contract, the bidder shall provide the information requested in the corresponding information sheets included in Section - IV (Bidding Forms).

16. Period of Validity of Bids
- 16.1 Bids shall remain valid for a period of 180 days after the bid submission deadline date prescribed by the Corporation. A bid valid for a shorter period shall be rejected by the Corporation as non-responsive.
- 16.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Corporation may request bidders to extend the period of validity of their bids. The request and the response shall be in writing. A bidder may refuse the request without forfeiting its Bid Security. A bidder accepting the request shall not be required or permitted to modify its bid.
17. Bid Security
- 17.1 The bidder shall upload as part of its bid, a scanned copy of the Bank Guarantee comprising the EMD/Bid Security.
- 17.2 The Bid Security is to be paid by intending bidders electronically online, through its net banking enabled bank account, maintained at any bank or through any bank by generating NEFT/ RTGS challan from the e-tendering portal. Intending bidders will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e-Proc Ref. No. Upon completion of the tender process, the Bid Security submitted by the Selected Bidder will be kept in reserve, as part of the Performance Security, while the Bid Security submitted by the unsuccessful bidders will be refunded to their respective bank account(s).
- 17.3 Any bid not accompanied by Bid Security as required in accordance with ITB 17.1, shall be rejected by the Corporation as non responsive.

17.4 The Bid Security of the unsuccessful bidders shall be returned duly discharged as promptly as possible within 15 days after the execution of the Agreement with the Selected Bidder, on demand being made by the unsuccessful bidder by a letter in writing to the Corporation.

17.5 The Bid Security may be forfeited:

(a) If a bidder withdraws its bid during the period of bid validity specified by the bidder, except as provided in ITB 16.2;

(b) If a bidder engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1;

(c) If the bidder is declared disqualified in terms of ITB 4.3;

(d) If the Selected Bidder fails to:

i) sign the Agreement in accordance with ITB 36.1;

ii) furnish a Performance Security in accordance with ITB 37.1;

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

18. Format and Signing of Bid 18.1 The bid shall be digitally signed by a person or persons duly authorized to sign on behalf of the bidder as stated in Sl. No. 21 of the e-NIT.

D. Submission and Opening of Bids

19. Submission of Tenders 19.1 Tenders are to be submitted online as stated in Sl. Nos. 5 and 6 of the e-NIT in two folders at a time, one being Technical Bid and the other being Financial Bid within the prescribed date and time. The documents are to be uploaded after being scanned for viruses and duly digitally signed, so that the documents will get encrypted (transformed into non readable formats).

In addition, the bidders shall submit a physical

copy of all the Technical Bid documents so uploaded, duly indexed and paginated, at the office of the Corporation not later than the date and time mentioned in the e-NIT in Sl. 12, to facilitate evaluation of bids. The physical copies of the Technical Bid documents should be submitted in one envelope and the Bid Security shall be submitted in another envelope. Bidders as part of the physical copy of their Technical Bids shall also submit a Checklist of documents as per Form - 12 in Section - IV (Bidding Forms). The bidder shall tick mark the column titled "**Checked by bidder**" to indicate that the respective document is being submitted as part of the Technical Bids. The columns titled "**Checked by Corporation**" and "**Remarks**" shall be left blank by the bidder.

20. Deadline for 20.1
Submission of Bids

Complete bids (including Technical and Financial) must be uploaded in the e-tender website i.e. <https://wbtenders.gov.in> not later than the date and time as mentioned in the e-NIT in Sl. 12.

20.2

The Corporation may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

21. Bid Opening 21.1

The Technical Bid will be opened online by the authority receiving tenders or by its authorized representative at time, date and the place specified in the e-NIT in Sl. 12 in the manner specified in the e-NIT. The authority receiving tenders or its authorized representative shall decrypt all Technical Bids submitted by the bidders and copy its contents any storage device such as a compact

disc, pen drive or hard drive. The authority receiving tenders or its authorized representative may take print outs of all Technical Bids. The date and time for online opening of Financial Bid will be as per Sl. 12 of the e-NIT. The manner of online opening of Financial Bid will be same as Technical Bid opening.

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

- (a) the name of the bidder;
- (b) the presence of a Bid Security,
- (c) the presence of e-NIT Acceptance Form as per Form - 3 and Declaration by way of Affidavit as per Form - 4 in Section - IV (Bidding Forms) and
- (d) any other details as the Corporation may consider appropriate.

Only those documents forming part of Technical Bids recorded at bid opening shall be considered for evaluation, subject to what is contained in Sl. 6 of the e-NIT.

21.3 If the Bid Security or the e-NIT Acceptance Form or the Declaration by way of Affidavit is not present as part of the Technical Bid of any bidder, the Corporation will not go into detailed evaluation of the Technical Bid of such bidder and will summarily reject such Technical Bid.

21.4 The Corporation shall prepare a record of the opening of Technical Bids. A copy of the record may be uploaded on <https://wbtenders.gov.in>

21.5 At the end of the evaluation of the Technical Bids, the Corporation will upload the summary on <https://wbtenders.gov.in>, names of the bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for opening of Financial Bids.

21.6 The Corporation shall conduct the opening of the Financial Bid of all bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified in terms of ITB 26. All folders containing Financial Bids shall be opened one at a time and the following recorded:

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

Only the BoQ shall be considered for evaluation of the Financial Bid, subject to what is contained in Sl. 7 of the e-NIT. No bid shall be rejected at the time of opening of Financial Bids except when the Financial Bid is not in accordance with the Bidding Documents.

E. Evaluation and Comparison of Bids

- | | | |
|---------------------------|------|---|
| 22. Confidentiality | 22.1 | Information relating to the examination, evaluation, comparison, and post qualification of bids and recommendation of Award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Award of contract is communicated to all bidders. |
| | 22.2 | Any attempt by a bidder to influence the Corporation in the evaluation of the bids or contract award decisions may result in the rejection of its bid. |
| 23. Clarification of Bids | 23.1 | To assist in the examination, evaluation and comparison of the Technical and Financial Bids, the Corporation may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the Corporation shall not be considered. The Corporation's request for clarification and the response shall be in writing. No change in the |

			substance of the Technical Bid, or, prices in the Financial Bid shall be sought, offered, or permitted.
		23.2	If a bidder does not provide clarifications of its bid by the date and time set in the Corporation's request for clarification, its bid may be rejected.
24.	Deviations, Reservations, and Omissions	24.1	<p>During the evaluation of bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the Bidding Documents;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents;</p> <p>(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.</p>
25.	Preliminary Examination of Technical Bids	25.1	The Corporation shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the bid may be rejected.
26.	Responsiveness of Technical Bid	26.1	The Corporation's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
		26.2	<p>A substantially responsive Technical Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the contract; or</p> <p>(ii) limit in any substantial way, inconsistent</p>

- with the Bidding Documents, the rights of the Corporation or the Department of Health & Family Welfare, Government of West Bengal, or the bidder's obligations under the proposed contract; or
- (b) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 26.3 The Corporation shall examine the technical aspects of the bid submitted to confirm that all requirements have been met without any material deviation or reservation.
- 26.4 If a bid is not substantially responsive to the requirements of the Bidding Documents and is rejected by the Corporation, it may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
27. Nonconformities, Errors, and Omissions
- 27.1 The Corporation may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- 27.2 The Corporation may request that the bidder submit information or documentation, within a reasonable period of time, to rectify nonmaterial non conformities in the Technical Bid related to document requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Financial Bid. Failure of the bidder to comply with the request of the tendering authority may result in rejection of its bid.
28. Qualification of the Bidder
- 28.1 The Corporation shall determine to its satisfaction during the evaluation of Technical Bids whether bidders meet the qualifying criteria as specified in the Bidding Documents.
- 28.2 The determination shall be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder,

			pursuant to ITB 11.2.
29.	Evaluation Criteria	29.1	<p>The bidders who meet the qualifying criteria shall be treated equally and all the technically qualified bidders shall be at par while considering their Financial Bid.</p> <p>The Financial Bid of bidders, who do not meet the qualifying criteria prescribed in ITB 4.1 will not be opened.</p>
30.	Preliminary Examination of Financial Bids	30.1	The Corporation shall examine the Financial Bids to confirm that all documents and schedules requested in ITB 11.3 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the bid may be rejected.
31.	Evaluation of Financial Bids	31.1	The Corporation shall only consider the amount quoted in the BoQ, for evaluation of the Financial Bid of the technically qualified bidder. No other evaluation criteria or methodology shall be permitted.
32.	Comparison of Bids	32.1 32.2	<p>All technically qualified bidders shall be at par.</p> <p>The Corporation shall make a table of all the Financial Bids of technically qualified bidders and the lowest bidder, shall be declared the Selected Bidder.</p>
33.	Corporation's right to accept any bid, and to reject any or all bids	33.1	The Corporation 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, without thereby incurring any liability to bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the bidders.
			F. <u>Award of Contract</u>
34.	Award Criteria	34.1	Subject to the provisions of ITB 34.2, the lowest bidder shall be declared the Selected Bidder.

In the event the Financial Bids of 2 (two) or more bidders, who are qualified and whose Technical Bids are at par, are the same (the “**tie bidders**”), the Corporation shall at its discretion:

(a) Either holds an *inter se* auction amongst such tie bidders to quote further lower bids and shall declare such of them who has offered the lowest bid in such auction to be the Selected Bidder. Bidders’ representatives who choose to attend the Financial Bid opening should therefore be duly authorized to participate in such auction. In the event a tie bidder is not represented on the Financial Bid opening date or the authorized representative of such bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining tie bidders and if there be only one remaining tie bidder, the latter will be declared as the Selected Bidder provided that such remaining tie bidder offers a lower bid than that is already offered in its Financial Bid. In the event, the lowest bidder withdraws or is not declared as the Selected Bidder, the Corporation may invite fresh bids; or

(b) Invite fresh bids, without holding any *inter se* auction amongst such tie bidders.

35. Notification of Award 35.1

The bidder whose bid has been accepted will be notified of the award by the Corporation prior to expiration of the bid validity period by uploading in the e-tender portal, by e-mail or facsimile, confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance/Notification of Award/ Award of Contract/ Work Order") will state the sum that the Corporation will pay the Contractor in consideration of the execution, completion of the Works in respect of the facility by the Contractor as prescribed by the Agreement (hereinafter and in the Agreement called the "Contract Price").

35.2

Until a formal contract is prepared and executed, the Notification of Award shall constitute a notification of commencement of Works, subject only to the furnishing of a Performance Security in accordance with the provisions of ITB 37.1, whereupon the Contract shall come into force.

The Corporation shall hand over the hospital to the Selected Bidder, within 7 days from the Notification of Award.

36. Signing of Agreement 36.1

Promptly after notification, the Corporation shall send the Selected Bidder, the Agreement to be executed. Each page of the Agreement shall be signed by the Managing Director of the Corporation and the Selected Bidder's authorized signatory. If there are any corrections, cuttings, omissions, over writings, insertions, etc. (after issue of Agreement) their number should be clearly mentioned on each page of the Agreement before signing.

36.2

Within 14 days of receipt of the Agreement, the

Selected Bidder shall sign and date the Agreement and return it to the Corporation. The Agreement shall only come into existence, when the Performance Security is furnished in terms of ITB 37.

36.3 No payment for the Works done will be made to the Selected Bidder till the Agreement is signed by the Selected Bidder and Performance Security along with the Manufacturer's Authorization Forms, duly filled in and signed have been submitted by the Selected Bidder.

37. Performance Security 37.1 Within 14 days of the receipt of Notification of Award from the Corporation, the Selected Bidder shall furnish the Performance Security in accordance with the General Conditions of Contract, using for that purpose the Performance Security Form included in Section - VI (Contract Forms), or another form acceptable to the Corporation.

37.2 Failure of the Selected Bidder to submit the above mentioned Performance Security or to sign the Agreements shall constitute sufficient grounds for the annulment of the Award and forfeiture of the Bid Security. In that event, the Corporation may award the contract to the next lowest evaluated bidder, whose offer is substantially responsive, who is otherwise eligible to be awarded the contract in terms of the Bidding Documents and is determined by the Corporation to be qualified to perform the Agreement satisfactorily at the price at which the Selected Bidder was awarded the contract or the Corporation, may, at its discretion invite fresh bids.

SECTION - III

SCHEDULE OF REQUIREMENTS (SoR)

Scope of Works, Standards, Safety, System, Installation and Maintenance

Survey, Inspection of the Site, Plan, Design, Supply, Installation, Testing and Commissioning of Medical Gases Pipeline Distribution System and providing of free spare parts, consumables and service during 1 year warranty period from the date of commissioning and handing over.

1. The system should comprise of

1.1 Source Equipments:

a. Deleted.

1.2 Distribution piping complete with accessories

1.3 Deleted

1.4 Deleted

1.5 Deleted

1.6 Deleted

2. Standards:

The Contractor should execute the installation work complying with the standards like HTM02-01/ NFPA99C; should use equipments and materials having any of the standards like CE/ISO/BIS unless specified otherwise in the specifications of the equipments and copper pipes should have third party inspection certification by Lloyds'. Compliance with standards like HTM02-01 / NFPA99C would be verified during checks prior to commissioning.

3. Scope of work:

3.1 The Contractor will be responsible for inspection of the site, dismantle, design, supply, installation, testing, Commissioning of PSA Pipeline connection from PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH of West Bengal in coordination with the Authorities and providing of free spare parts and service considering 1 (one) year warranty period from the date of commissioning and handing over.

3.2 The bidders are required to survey the site before submitting the quotes. Drawing of pipe routing should be submitted for approval of WBMSCL before starting of execution work.

- 3.3 All required electrical connection for installation of entire system including alarm panel/ bed head panel/ pendant/ control panel should be tapped from the nearest available points and remains in the Scope of Work of the Contractor. Hospital will provide power at one point inside each of the manifold room and plant room only. Further distribution and wiring is to be carried out by the Contractor to make the system functional. Technical Specifications will be as per the bidding documents. Prior approval of electrical panel drawings shall be taken from the Corporation before manufacture. Supply of 3-phase power up to the plant room shall be in the scope of hospital authority and/ or the Corporation.
- 3.4 All the required consumables, gases, cylinders etc. for installation, testing, calibration, quality control tests, commissioning etc. remains in the Scope of Work of the Contractor.
- 3.5 The Contractor shall be responsible for the complete works including the submission of working drawings, detailed work schedule and materials. The Contractor will have to take prior approval from the Corporation for the materials to be delivered at the site for taking up the installation work of MGPS.
- 3.6 The Contractor should arrange for all statutory approvals, if any required for satisfactory commissioning of the system. Required documentation will be provided by the Corporation and/ or the hospital.
- 3.7 The hospital authority / Corporation will arrange for D type Oxygen/ Nitrous cylinders for the Manifold Room for the regular supply of Gases for the patient use at a later stage. Bidders need not have to consider prices of D type Cylinder in their Bid for operation of the installed system. However cylinders required for installation, testing and commissioning of the pipeline system will have to be arranged by the Contractor.
- 3.8 Electricity required for commissioning the system will be provided by the hospital free of Cost, if available. Otherwise, commissioning of the installed MGPS should be carried out by the emergency DG set at hospital by the selected bidder.
- 3.9 Hospital will provide facility for storage space for the materials, tools etc. but watch and ward of the material will be the responsibility of the selected bidder. Hospital takes no responsibility for the loss /theft of the materials before commissioning and handover of the complete system.
- 3.10 The Contractor should submit technical data sheets, Product catalogs, Drawings, samples etc for approval. The Corporation or its appointed consultant will provide approval as per the specification in the Bidding Documents.

- 3.11 The Contractor should supply complete set of part manuals, service manuals and user manuals for all the systems and subsystems to be supplied.
- 3.12 The Contractor should demonstrate pressure and flow rate at each outlet point at the time of commissioning. The Contractor is required to demonstrate and Document all safety features incorporated in the system as per HTM02-01 / NFPA 99C Standards.
- 3.13 All material used for Installation, Testing and Commissioning the system should have required quality certification.
- 3.14 All supporting material like saddles, cable tray, channels, joints/ connectors, trenches/ bridges for pipe laying as required from manifold room to hospital building, minor civil works including foundation & modification of manifold/plant room as required, making holes in the wall & repairing after installation of copper piping, electrical works, etc. are a part of MGPS work. If Bidder feels any items other than those listed in BOQ is required for the commissioning of the complete Medical Gas Pipeline System, the cost of such items may be included in his bid. No further payment will be made other than the rates & items in BOQ.
- 3.15 Final electrical safety test, system test and calibration should be done by the bidder by authorized persons using calibrated test equipment as per standards.
- 3.16 Earthing arrangements for all the equipment shall be completed by the bidder as per standard practice.
- 3.17 The Contractor is required to put up signages for each and every installed equipment of MGPS system.
- 3.18 In case any inspected or tested equipment fail to conform to the specifications, the Corporation may reject them and the Contractor shall either replace the rejected equipment or make all alterations necessary to meet specification requirements free of cost to the Corporation.
- 3.19 Leaflets, as-built drawings, equipment operating and maintenance manuals (hard copy, Compact Disk, DVD etc.) and literature should be attached for ready references along with complete documentation of all the measurements conducted during installation period which shall be submitted by the Contractor for future reference.
- 3.20 Acceptance Test at site shall be conducted of individual equipment and complete system to ensure that individual equipment and complete system meets the technical specifications and other operational and technical requirements as contained in the Bidding Documents.
- 3.21 The Corporation shall have the right to reject any individual equipment or complete system, if in its opinion the same does not meet technical specifications, operational or technical requirements. The decision of the Corporation in this regard shall be final.

- 3.22 The delivery, installation or commissioning shall not be deemed to have been completed unless all the equipment and systems are accepted by the Corporation.
- 3.23 If it is found that to meet the performance criteria, any extra equipment as have been specified in the Price Schedule is required, the same will be provided free of cost by the Contractor.
- 3.24 Accessories from gas/vacuum outlets to patients including high pressure and low pressure tubing with connectors, face mask/canula, catheter, etc. will be under the scope of supply of the Contractor. However, the Contractor shall be required to make one time supply of consumables like face mask/ canula, catheter, connector and low pressure tubing, for all oxygen flow meters, ward vacuum units and theatre vacuum units.
- 3.25 There will be requirement of underground trench / overhead bridge to take pipelines from service room to hospital building or one building to other building, which as required, will have to be done by the Contractor in coordination with hospital authority and the Corporation.
- 3.26 Exposed riser pipelines, if any should be installed vertically upward along the wall, for which protective ACP cover over MS angle frame should be provided by the Contractor to safeguard the pipelines from any damage/theft.
- 3.27 The bidder has to provide all kind of major and minor tools and tackles, uniforms, consumables, identity cards, safety measures for the working personnel at their own cost.
- 3.28 After rectification of any breakdown, defect or performance of the any maintenance of the Systems by the Selected Bidder, the Selected Bidder shall prepare a Compliance Report which shall be submitted to the Corporation within 3 (three) days of such rectification.
- 3.29 The bidder has to arrange a training of MGPS to the Hospital authority.
- 3.30 Contractor will maintain at site the necessary stock of spare-parts/ consumables in adequate quantity required for maintenance/repair for outlet, area alarm, washer for flow meter & ward vacuum unit, O-ring for outlet, NRV for manifold system, washer for bull nut etc. If extra spare-parts/ consumables required for maintenance/repair that shall have to provide within stipulated time. All supporting materials for the maintenance of the system are a part of MGPS work. If Bidder feels any items other than those listed in BOQ is required for the maintenance of the complete Medical Gas Pipeline System, the cost of such items may be included in his bid. No further payment will be made other than the rates & items in BOQ.
- 3.31 The cost of electrical spares related to equipment and accessories including repairing of electrical motors etc. will be borne by the contractor.
- 3.32 The Service Engineer should be available on call round the clock to attend the breakdown calls on short notice.
- 3.33 In case there is an emergency or exigency or necessity like completion of ongoing maintenance or testing, the Selected Bidder shall ensure that its employees are available even beyond their normal working hours or on public holidays, etc, without any additional cost to the Corporation.

- 3.34 For shutting down any of the Systems, area(s), etc, in the Hospital for any reason for a certain period of time, the Selected Bidder shall:
- a. Seek prior written approval of the Corporation and on receipt of such approval proceed with the shut down for such period of time as approved by the Corporation.
 - b. In the event an additional period of shut down is necessary then the Selected Bidder shall notify the Corporation and seek further approval for such extension.
 - c. The Selected Bidder shall thereafter inform the Corporation when such O&M Services are resumed.
- 3.35 If necessary, electrical safety test, system test and calibration should be done by the bidder by authorized persons using calibrated test equipment as per standards.
- 3.36 The Selected Bidder shall perform any service in connection with the Systems and/or Hospital as and when required by the Corporation which may fall outside the Scope of Work for which additional payments shall be made to the Selected Bidder, as approved by the Corporation.
- 3.37 The Service Provider shall be liable for any negligent act of its employees, agents, personnel, etc, and in the event of a malfunction, breakdown or defect of the Systems due to such negligent act, whether or not excluded from their Scope of Work, the Selected Bidder shall repair and perform all such necessary actions as required to repair such malfunctions, breakdown or defect at its own cost and expense.
- 3.38 Representative of contractor should attend respective hospitals and discussed with hospital authorities about all MGPS and PSA related issues and necessary feedback and same has to be informed to Head Quarter.
- 3.39 During the time of shut-down for connection of the extension pipeline to the existing main pipeline at the time of installation in the instant case, the selected bidder is responsible for all necessary arrangements (Manpower and necessary equipments to continue the system with medical oxygen cylinder) to continue the patient care service. No further cost will be provided for that. But the required medical oxygen cylinders will be arranged by concerned Hospital Authority.
- 3.40 All necessary works (if required) i.e. Civil, Electrical, Mechanical, Any Dismantling job, Shifting of existing Manifold and Control Panel should be in scope of work of bidder.
- 3.41 Deleted

Part A

TECHNICAL SPECIFICATIONS OF MGPS

1.0 COPPER PIPE

Indigenous

Solid drawn, seamless, de-oxidized, non-arsenical, half-hard, tempered and de-greased copper pipe conforming to BS EN 13348: 2008 shall be used for the installation of pipelines. All copper pipes should be de-greased & to be delivered capped at both ends. The pipes should be accompanied with manufacturers test certificate for the physical properties & chemical composition. Copper pipes should have reputed third party inspection certificate from **Lloyds' Register of Services**.

The Pipe Sizes to be used as mentioned below:

Pipe OD (in mm)	Thickness (in mm)	Maximum interval between supports (Horizontal and Vertical) (in Meters)
12	0.7	1.5
15	0.9	1.5
22	0.9	2
28	0.9	2
42	1.2	2.5
54	1.2	2.5
76	1.5	3.0

Copper fittings has been made of copper and suitable for a steam working Pressure of 17 bars and especially made for brazed socket type connections. All copper fittings should comply with EN 1254-1:1998 and factory degreased. Each size of fittings should be individually packed for medical use.

Pipe preparation

Pipe ends should be cut with the pipe axis, using sharp wheel cutters whenever possible, and be cleaned to get rid of any cuttings or burrs.

When brazing copper-to-copper joints:

- a. The brazed joints should be made using a silver copper- phosphorus brazing alloy and no flux should be used;
- b. Brazing should be carried out using oxygen-free dry nitrogen as an internal inert gas shield to prevent the formation of oxides inside the surface of the pipes and fittings.
- c. Ensure adequate protection of adjacent pipe runs and other services.

Capping

Sections of pipeline should be capped as soon as they are completed so as to prevent the ingress of debris and other impurities.

Pipe supports

The pipeline should be adequately supported at sufficient intervals to prevent sagging or distortion. Supports for surface mounted pipe work should provide clearance to permit painting of the surface. Where it is essential for pipes to cross electric cables or conduit, they should be supported at intervals on either side of the crossing to prevent them from touching the cables or conduit. Supports should be of suitable material or suitably treated to minimize corrosion.

The spacing of supports shall be as per the latest HTM standard. Suitable sleeves shall be provided wherever pipes cross through walls / slabs. All pipe clamps shall be non-reactive to copper. Metallic pipe clamps must be separated from copper pipes by insulating materials.

INSTALLATION & TESTING

Installation of piping is carried out with utmost cleanliness. Only pipes, fittings and valves which has been degreased and brought in polythene sealed bags should be used at site. Pipe fixing clamps of non ferrous or non-deteriorating plastic suitable for the lower diameter of the pipe (max. up to 42mm OD). For pipe size of over 42mm, metallic clamps may be used by separating the copper pipe by insulating materials.

All pipe joints should be made using flux less brazing method. All joints of copper to copper should be brazed by silver brazing filler material without flux.

After erection, the pipes should be flushed with dry nitrogen gas and then pressure tested with dry nitrogen/ Medical Air at a pressure equal to twice the working pressure (or 10.5 kg/cm² whichever is higher) for a period of not less than 24 hours. All leaks and joints revealed during testing should be rectified and re-tested till the pressure in pipes stands for at least 24 hours.

Finally, before use of the system, each pipeline should be flushed with working gas.

All the piping system shall be finally tested in the presence of the authorized representative of WBMSCL for final approval and Certification.

PAINTING





All exposed pipes should be painted with two coats of synthetic enamel paint and colour codification should be as per IS: 2379 of 1990.

Besides pipelines, colour band identification should be applied near to valves, junctions, walls etc. A label applied every 3 mtr. bearing 6mm size letters should identify each gas. Self-adhesive plastic labels with direction of flow should be used for this purpose. A band 150 mm wide is usually adequate.

Pipe line identification colours should be accordingly:

a) Oxygen



- b) Nitrous Oxide 
- c) Medical Air 4 bar 
- d) Surgical Air 7 bar 
- e) Medical vacuum 

2.0 ISOLATION VALVES

The **isolation valves** should be Non Lubricated Ball type, **suitable for oxygen service**. Necessary certificate should be provided from the manufacturer on this matter. All valves should be pneumatically tested for twice the working pressure and **factory de-greased** for medical gas service before supply.

3.0 Deleted

4.0 Deleted

5.0 Deleted

6.0 Deleted

7. Document Submission:

- a) 2 sets of Drawings for approval before laying of pipelines
- b) Inspection certification of copper pipes. By Lloyd's.
- c) Certificates for imported/indigenous products to conform NFPA99C standard to UL Listing. CE/ ISO/ BIS certificates for relevant product as per technical specifications.
- d) Operation and service manuals for all equipment (in Duplicate along with soft copy).
- e) Site test reports-
 - Leakage test
 - Cross connection / Anti-confusion test
 - Functionality test source equipments, AVSU, Alarm, Outlets & Accessories
- f) As-build drawings (4 sets along with soft copy).

8. Comprehensive Maintenance Contract

Installed system should have comprehensive onsite warranty (including labour & spares) for 1 (one) year commencing from the date of issue of installation & commissioning certificate by the Hospital/ Corporation.

If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the Contractor free of cost.

- If it is found that to meet the performance criteria of MGPS, any extra equipment is required the same will be provided free of cost by the Contractor.

Note- If the Contractor, having been notified, fails to respond to take action to repair or replace the defect(s) within 2 days on a 24(hrs) × 365 (days) basis, the Corporation may proceed to take such remedial action(s) as deemed fit by the Corporation, at the risk and expense of the Contractor and without prejudice to other contractual rights and remedies, which the Corporation may have against the Contractor.

- The Contractor shall take over the replaced parts/ equipments after providing their replacements and no claim, whatsoever shall lie on the Corporation for such replaced parts/equipments thereafter. The penalty clause for non-rectification will be applicable as per the GCC.
- In the event of any rectification of a defect or replacement of any defective equipment during the CMC period, the warranty for the rectified/replaced equipments shall be extended till the completion of the original warranty period of the main equipment.
- All supporting materials for the maintenance of the system are a part of MGPS work. If Bidder feels any items other than those listed in BOQ is required for the maintenance of the complete Medical Gas Pipeline System, the cost of such items may be included in his bid. No further payment will be made other than the rates & items in BOQ.
- No conditional warranty and CMC will be acceptable.
- Replacement and repair will be under taken for the defective goods. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- In the event of any rectification of a defect or replacement of any defective equipments during the warranty period, the warranty for the rectified/replaced equipments shall be extended till the completion of the original warranty period of the main equipment.

Part B

Approved makes or Equivalent Components

Equipment description	Approved makes
Isolation Valve	RB - 5940 or RB - 6674
Copper pipes	Mexflow/ Mandev tubes/Janaya (Lloyds' Certified Medical Grade Copper Pipes)
Copper Fittings / Joints	IBP Connex/Mex flow Mehta Tubes

“Equivalent make”, if any, should conform to tender specifications and may only be used subject to prior approval from WBMSCL.

Selected bidder will have to arrange for demonstration of the components at WBMSCL office, if felt necessary by the tender committee for approval. All “equivalent” items must be used, subject to prior approval from WBMSCL. Wherever necessary the approved make should have CE / ISO / BIS Certification. QA / QC Test / Electrical safety test certification should be provided.

Part C

MAINTENANCE OF MEDICAL GAS SYSTEM

Scope of Work

The primary objective of the bidder is to ensure safe and reliable MGPS and their efficient maintenance and use as per **HTM - 2022/NFPA 99 C standards**. The Contractor will be responsible for maintenance of

- Copper pipelines
- Area Valve Service Units
- Isolation Valves
- Area Alarm panels and Master/ Main alarm panels
- Gas Outlets with Adapters and Accessories

Any work involving alterations, extensions or maintenance work on the system should be subject to the permit-to-work procedure as per HTM standards.

Part D

DELIVERY SCHEDULE

Sl. No.	Timeline for completion from the date of issuance of Notification of Award/ Award of Contract subject to readiness of site including provision of necessary electric power at site
1	90 days (subject to site clearance)

Part E

Details of PANIHATI SGH of West Bengal

Facility	District	Hospital’s Address	Contact Details
Kalna SDH	Purba Burdwan	Kalna SDH/SSH, of West Bengal	-----

SECTION - IV

BIDDING FORMS (BDF)

FORM - 1

COVERING LETTER

(On the letter head of the bidder)

Managing Director,
West Bengal Medical Services Corporation Ltd.,
Swasthya Sathi,
GN 29, Bidhannagar, Sector -V,
Kolkata-700091

Sir,

Sub: Bid in response to your e-NIT bearing Bid Reference No. WBMSCL/NIT-___/2026, dated ___.__.2026 for Design, Supply, Installation, Testing and Commissioning of PSA Pipeline connection from PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH of West Bengal.

With reference to your e-NIT bearing Bid Reference No. WBMSCL/NIT-___/2026, dated ___.__.2026 for selection of Service Provider for the abovementioned purpose; I/ we hereby submit our Technical Bid and Financial Bid online for your consideration.

I/ We hereby confirm that I/ we have gone through and accept all the terms and conditions of the Bidding Documents and e-NIT Bid Reference No. WBMSCL/ NIT-___/2026, dated ___.__.2026 for Design, Supply, Installation, Testing and Commissioning of PSA Pipeline connection from PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH of West Bengal.

I/ We have given Performance Security of Rs. Rs. _____/- (Rupees ___ Lakhs only) in terms of the Bidding Documents.

I/ We hereby give undertaking to make available to you any additional information it may find necessary to supplement or authenticate the proposal.

I/ We have studied all the Bidding Documents carefully and agree that I/ we have made our own assessments in submitting bid and have not relied solely on the information provided in the Bidding Documents for submission of our bid.

I/ We shall have no claim arising out of the Bidding Documents or information provided to us by the Corporation or in respect of any matter arising out of or relating to the bidding process

including the award of the contract and agree to keep this bid valid for 180 (one hundred and eighty) days from the closing date of submission of the bids.

Yours faithfully,
For [Name of bidder]

Place:

[Signature]
[Name of authorized signatory]

Date:

[Designation]
[Affix rubber stamp of bidder]

FORM - 2

QUALIFICATION INFORMATION

(On the letterhead of the bidder)

1.
 - a) Name:
 - b) Address of the corporate headquarters/ principal place of business:
 - c) Date of incorporation and / or commencement of business:

2. Brief description including details of its main lines of business:
(Information and activities in brief of the bidder in not more than 1 page of A-4 size is required to be submitted which may be annexed to this Form)

3. Details of individual(s) who will serve as the point of contact/ communication for the bidder:
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone Number:
 - e) E-mail address:
 - f) Fax Number:

4. Particulars of the authorized signatory of the bidder: *(Not to be filled if the bidder is an individual)*
 - a) Name:
 - b) Designation:
 - c) Address:
 - d) Telephone Number:
 - e) E-mail address:
 - f) Fax Number:

5. Number of years of experience of the bidder in the respective field of operation (as on date of submission of the bid):

6. Bank Account details of the bidder (Name of the Bank, Branch and address, Type of Accounts, IFSC Code):

7. Staffing Plan and monitoring mechanism at all levels planned for this scheme for which the bidder is submitting the bid:

I/ We do confirm that all information furnished in the bid is true to the best of our knowledge.

For (name of bidder)

[Signature]

Date:

[Name of authorized signatory]

Place:

[Designation]

[Affix rubber stamp of bidder]

FORM - 3

e-NIT ACCEPTANCE FORM

(To be affirmed on stamp paper of appropriate value before Notary/ Magistrate)

AFFIDAVIT

This is to certify that I/ we, M/s. _____, in submission of this bid confirm that all the terms and conditions of the Bidding Documents (WBMSCL/NIT-___/2026, dated __.__.2026) and all its Sections, viz. the e-NIT, the ITB, the Schedule of Requirements, the Bidding Forms, the General Conditions of Contract, the Contract Forms, the Drawings and all Addenda, Corrigenda and clarifications issued to the Bidding Documents are read and accepted without any modification or conditions.

For [Name of bidder]

Place:

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

[Date]

[Note: Technical evaluation of the bid will only be taken up after scrutiny of Form - 3 duly notarized]

FORM -4

DECLARATION BY WAY OF AFFIDAVIT

(To be affirmed on stamp paper of appropriate value before Notary/ Magistrate)

AFFIDAVIT

This is to certify that I/ we, M/s. _____, in submission of this bid (WBMSCL/ NIT-___/2026, dated __.__.2026) confirm that:-

- a) I/ We possess the necessary technical and financial resources and competence required by the Bidding Documents issued by the Corporation;
- b) I/ We am/ are not insolvent, in receivership, bankrupt or being wound up, nor have my/ our affairs administered by a court or a judicial officer, nor have my/ our business activities been suspended nor are they subject of legal proceedings;
- c) I/ We have not been disqualified pursuant to any debarment or blacklisting proceedings to enter into any tender by the Government of India or any State Government or any of the Departments, authorities or body corporate under Government of India or any State Government from participating in any project which continues as on the date of bid submission;
- d) I/ We do not have a conflict of interest as specified in the Bidding Documents, which materially affects fair competition.

For [Name of bidder]

[Signature]

Place:

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

[Date]

[Note: Technical evaluation of the bid will only be taken up after scrutiny of Form - 4 duly notarised]

FORM - 5

POWER OF ATTORNEY IN FAVOUR OF SIGNATORY OF THE BIDDER

(To be executed on non-judicial stamp paper of appropriate value)

KNOW ALL MEN BY THESE PRESENTS THAT I/ WE,[insert the name of the bidder], a company within the meaning of the Companies Act, 2013/ a registered partnership firm within the meaning of Partnership Act, 1932/ a limited liability partnership within the meaning of Limited Liability Partnership Act, 2008/ an individual carrying on business under the name and style of M/s (Herein after referred to as the bidder) acting through [Insert name of the person giving the Power of Attorney].....presently holding the position of (insert designation of the person giving the Power of Attorney) having been authorized by the Board of Directors inter alia, to execute contracts in the name of and for and on behalf of the bidder (*modify as applicable*) do hereby constitute, appoint and authorize (insert name, designation and residential address of the person to whom the Power of Attorney is being given)..... as my/ our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental for submission of our bid in respect of Bid Reference No. WBMSCL/ NIT-___/2026, dated __.__.2026, of the West Bengal Medical Services Corporation Limited (hereinafter “the Corporation”). I/ We hereby further authorize the above attorney for signing and submission of the bid and all other documents, information related to the bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the bid and such documents related to the bid, and providing responses and representing us in all the matters before the Corporation in connection with the bid for the said tender till the completion of the bidding process. I/ We accordingly hereby nominate, constitute and appoint above named person, as the lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

I/We do hereby agree and undertake to ratify and confirm whatever either of the said Attorney shall lawfully do or cause to be done under and by virtue of this Power of Attorney and the acts of the attorney to all intents and purposes are done as if the same had been done on behalf of me/ us if these presents had not been made.

IN WITNESS WHEREOF I/WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For [Name of bidder]

Place:

[Signature]
[Name of authorized signatory]

[Designation]
[Affix rubber stamp of bidder]
[Date]

Witnesses:

- 1.
- 2.

[Notarized]

Accepted

(Signature)

(Name, Title and Address of the Attorney)

FORM - 6

BOARD RESOLUTION IN FAVOUR OF SIGNATORY OF THE BIDDER

The Board, after discussion, at the duly convened meeting on (Insert date), with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

RESOLVED THAT Mr./Ms....., be and is hereby authorized to do on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid (WBMSCL/ NIT-___/2026, dated ____.2026) for “Design, Supply, Installation, Testing and Commissioning of PSA Pipeline connection from PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH of West Bengal” issued by West Bengal Medical Services Corporation Limited (hereinafter “the Corporation”), including signing and submission of all documents and providing information / responses to the Corporation, representing us in all matters before the Corporation, and generally dealing with the Corporation in all matters in connection with our bid for the said Services.

Certified true copy

(Signature, Name and stamp of Company Secretary)

Notes:

- 1) *This certified true copy should be submitted on the letterhead of the bidder, signed by the Company Secretary.*
- 2) *The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.*

FORM - 7

LETTER OF FINANCIAL BID

{On the letterhead of the bidder}

Date:

Bid Reference No. WBMSCL/ NIT-___/2026 dated __.__.2026

Managing Director,

West Bengal Medical Services Corporation Ltd.,

Swasthya Sathi,

GN 29, Bidhannagar, Sector -V,

Kolkata-700091

Sir,

Subject: Bid in response to your e-NIT bearing Bid Reference No. WBMSCL/ NIT-___/2026, dated __.__.2026, for Design, Supply, Installation, and Commissioning of PSA Pipeline connection from PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH of West Bengal.

I/ We, the undersigned, declare that:

- a) I/ We have examined and have no reservations to the Bidding Documents, including addenda issued in accordance with Instruction to Bidders (ITB) 8.
- b) I/ We offer to provide the services in accordance to the Schedule of Requirements as provided in the Bidding Documents.
- c) Apart from the contract price (upon deduction of taxes, as may be applicable) as per the Bidding Documents and reimbursement of GST paid at actuals, nothing extra or additional, on any head or account will be paid by you to me/ us.
- d) I/ We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until the formal Agreement is prepared and executed.
- e) I/ We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- f) If my/ our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents.

Yours faithfully,

[Signature]

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of bidder]

[Date]

FORM - 8

FINANCIAL CAPACITY OF BIDDER

(On the letterhead of a Chartered Accountant)

Dated: [●]

Certificate of Financial Capacity

I/ We certify that M/s _____, which is a company within the meaning of the Companies Act, 2013/ a registered partnership firm within the meaning of Partnership Act, 1932/ a limited liability partnership within the meaning of Limited Liability Partnership Act, 2008/ an individual carrying on business under the name and style of M/s, as per its audited books of accounts, has the following turnover in the last three financial years:

Financial Year	Turn Over
2024-2025	
2023-2024	
2022-2023	

I/ We further certify that the said turnover have been calculated in accordance to the formula specified in the Bidding Documents.

I/ We further certify that the bidder has a positive net worth, as on the date of submission of the bid, as per the formula provided in the Bidding Documents.

Name of Chartered Accountant:

Seal of Chartered Accountant:

[Signature]
[Name of Chartered Accountant]
{Registration No.]

FORM - 9

FINANCIAL SITUATION

Each bidder must fill in this form

		Financial Data		
		Year 1 (2022-2023)	Year 2 (2023-2024)	Year 3 (2024-2025)
		Information from Balance Sheet		
1.	Total Assets			
2.	Total Liabilities (secured loans, unsecured loans and current liabilities)			
3.	Misc. expenditure to the extent not written off			
4.	Net worth (1-2 – 3)			
A.	Investments¹			
B.	Current Assets			
i.	Inventories			
ii.	Sundry debtors			
iii.	Cash & Bank and other current assets ²			
iv.	Loans & Advances ³			
	Total Current Assets			
C.	Current liabilities and provisions			
i.	Current liabilities and provisions			
ii.	Provisions			
iii.	Unsecured loans ⁴			
	Total Current liabilities and provisions			
		Information from Income Statement		

	Total Revenue			
	Profit before taxes			
	Profits after taxes			
1.		Investments shall include only those investments which are unencumbered as certified by the Statutory Auditor.		
2.		Cash & Bank and other current assets will not include margin money deposit, earnest money deposit, retention money, money lying in any escrow account, unbilled revenue.		
3.		Loans and advances shall not include tax deducted at source and advance tax, deposits lying with statutory authorities or deposits lying under any judicial order.		
4.		Amounts repayable within one year shall be included.		
		Attached are copies of financial statements (balance sheets including all related notes and income statements) for the financial years as indicated above, complying with the following conditions.		
		All such documents reflect the financial situation of the bidder		
i)		Historical statements must be audited by a certified accountant		
ii)		Historical statements must be complete, including all notes to the Financial Statements.		
iii)		Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).		

FORM - 10

FORM OF NOTIFICATION OF AWARD

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

No. : _____ /

Dated :

Name & Address of the Selected Bidder

Dear Sirs,

Sub: Bid Reference No. WBMSCL/ NIT-___/2026, dated __.__.2026

Ref: Your tender dated _____ and letter dated _____

This is to notify you that your bid under reference has been accepted by us for a contract price of Rs. _____ (Rupees _____ only) for Design, Supply, Installation, and Commissioning PSA Pipeline connection from PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH of West Bengal.

Pursuant to Clause 37.1 of the Instructions to Bidders, you are required to furnish Performance Security for an amount of Rs. _____/- (Rupees _____ only), within 14 days of receipt of this Notification of Award.

You are requested to contact WBMSCL to sign and date the Agreement and return the same to the undersigned. It may be noted that no payment shall be made for any equipment supplied or services rendered by you till the Agreement is executed and till such time the Performance Security has been submitted by you.

This Notification of Award is being sent to you in duplicate and you are requested to return without delay one copy of the letter duly signed and stamped, in token of your acknowledgement.

Kindly note that this Notification of Award shall constitute a binding contract between us pending execution of formal Agreement.

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

Yours faithfully,

We confirm

For West Bengal Medical Services Corporation Ltd.

For [name of Selected Bidder]

[Managing Director]

[Signature]

[Name of authorized signatory]

[Designation]

[Affix rubber stamp of Selected Bidder]

[Date]

FORM - 11

BID SECURITY BANK GUARANTEE

[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

A/c. No.: 105605003391

Name of account holder: West Bengal Medical Services Corporation Limited

Bank name and branch: ICICI Bank, Bidhan Nagar Branch

IFS Code: ICIC001056

Date:

Bid Security No:

We have been informed thatname of the bidder..... (Hereinafter called "the Bidder") has submitted to you its bid dated..... (hereinafter called "the Bid") for the execution of contract for Design, Supply, Installation, Testing and Commissioning of extension work of Medical Gas Pipeline System (MGPS) at OTs in Panihati SGH of West Bengal under Bid Reference No. WBMSCL/ NIT-___/2026, dated __.__.2026 (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 [Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rs. _____/- (Rupees ____ Lakhs only) 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) Withdraws its bid during the period of bid validity specified by the bidder, except as provided in ITB 16.2;
- (b) Engages in a corrupt, fraudulent, coercive, collusive or restrictive practice as specified in ITB 3.1;
- (c) Declared disqualified in terms of ITB 4.3;
- (d) Fails to:
 - i) sign the Agreement in accordance with ITB 36.1;
 - ii) Furnish a Performance Security in accordance with ITB 37.1;
- (e) Otherwise in breach of the terms of the Bidding Documents.

This guarantee will expire: (a) if the bidder is the Selected Bidder, upon receipt of copies of the Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder, and (b) if the Bidder is not the Selected Bidder, upon the earlier of (i) our receipt of a notice from you that the Agreement has been signed with the Selected Bidder, or (ii) 180 days from the date hereof.

This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder.

This Guarantee will neither be cancelled nor revoked by the Bank without the written authorization of West Bengal Medical Services Corporation Limited.

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

[Bank's seal and authorized signature(s)]

Note: Bidder submitting Bank Guarantee (BG) from a scheduled bank other than ICICI bank must ensure to include SFMS IFN 760 message through SFMS to ICICI bank, IFSC: ICIC0001056, Salt Lake Sector V branch, Kolkata to establish the authenticity of issued BG

FORM - 12

CHECK-LIST OF DOCUMENTS

[To be filled and included with the physical copy of the bid]

Sl. No.	Document to be submitted	Checked by bidder	Checked by Corporation	Remarks
1.	Covering Letter (as per the format given in Form 1)			
2.	Qualification Information (as per format given in Form 2)			
3.	e-NIT Acceptance Form (as per format given in Form 3 hereof)			
4.	Declaration by way of Affidavit (as per format given in Form 4)			
5.	Power of Attorney in favour of signatory of the bidder (as per format given in Form 5) or Board Resolution in favour of signatory of the bidder (as per format given in Form 6) whichever is applicable			
6.	Letter of Financial Bid (as per format given in Form 7)			
7.	Financial Capacity of Bidder (as per format given in Form 8)			
8.	Financial Situation (as per format given in Form 9)			
9.	Bid Security Bank Guarantee (as per format given in Form 11)			
10.	Memorandum and Articles of Association/ Certificate of Incorporation, if the bidder is a company and Deed of Partnership, if the bidder is a partnership firm (not required to be submitted if the bidder is an individual)			
11.	PAN Card			
12.	Relevant pages of passbook/ Bank Statement showing Account No. and IFS Code			
13.	Letter recording GST identification number/ GST certificate			
14.	Audited Balance Sheets for the financial years 2022-2023, 2023-2024 and 2024-2025			
16.	Income Tax Returns for the financial years 2021-2022, 2022-2023 and 2023-2024			

	(assessment years 2022-2023, 2023-2024 and 2024-2025)			
17.	Work Order and Completion Certificate showing experience in undertaking requisite number of MGPS projects			
18.	NIT, ITB, Schedule of Requirements and GCC duly signed and stamped			

FORM - 13

Deleted

Form 14

Price Schedule for Design, Supply, Installation, Testing and Commissioning of PSA Pipeline connection from PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH of West Bengal

(WBMSCL/NIT- /20 , Dated- / / 20)

Sl. No.	Item Description	Unit	Quantity	Rate	Total Amount
			A	B	C = A*B
1	Distribution Copper Pipe : Supply, Installation, Testing and commissioning of copper piping with Lloyds' Certified Copper Pipes as per BS EN 13348: 2008. Pipe sizes will be as follows:				
1.1	12 mm OD x 0.7 mm thick copper pipe	Mtrs	20		
1.2	15 mm OD x 0.9 mm thick copper pipe	Mtrs	50		
1.3	22 mm OD x 0.9 mm thick copper pipe	Mtrs	80		
1.4	42 mm OD x 1.2 mm thick copper pipe	Mtrs	200		
2	Isolation Valve (factory-degreased) with brass adapters				
2.1	Isolation Valve 15 mm	Nos.	1		
2.2	Isolation Valve 22 mm	Nos.	1		
2.3	Isolation Valve 28 mm	Nos.	2		
2.4	Isolation Valve 42 mm	Nos.	1		
3	Miscellaneous				
3.1	Turnkey- for both Civil & Electrical work wherever necessary, ACP sheet cover for pipeline outside building/through bridge	Set	1		
Total cost for DSITC of PSA Pipeline connection from PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH					
Notes:					
a) Above rates will be exclusive of all taxes and duties as applicable					
b) Final payment will be processed based on actual measurement of work executed at site as per approved drawing by WBMSCL after commissioning.					

FORM - 15

STATEMENT OF BREAKUP OF DUTIES AND TAXES

(WBMSCL/NIT- /20 , Dated- / /20)

Sl. No.	Description of work	Percentage	Price (in INR)
1	Total for Design, Supply, Installation, Testing and Commissioning of PSA Pipeline connection from PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH (excluding GST)	—	
2	GST as applicable on Design, Supply, Installation, Testing and Commissioning of PSA Pipeline connection from PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH		

NOTES:

- a) HSN Number to be specified by the bidder at the time of quoting the GST applicable
- b) GST amount is to be specified in Rupees on the basis of the prevailing rate of GST at the time of submission of Financial Bid

SECTION - V

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

In the Conditions of Contract (“these Conditions”), the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1 **“Consignee”** shall refer to Kalna SDH/SSH of West Bengal.

1.2 **“Contract”** means the Agreement, these Conditions, the Schedule of Requirements, the Drawings, the Notice inviting e-Tender and the Instructions to Bidders and the further documents (if any) which are listed in the Agreement.

1.3 **“Contractor”** shall refer to the Selected Bidder.

1.4 **“Contract Price”** shall unless indicated otherwise, refer to the total sum being paid by the Corporation to the Contractor in consideration of the execution, completion and operation and maintenance of the Works for 1 year from the date of commissioning and handing over of MGPS in respect of the hospital and includes adjustments (if any) in accordance with the contract.

1.5 **“Corporation”** means West Bengal Medical Services Corporation Limited.

1.6 **“INCOTERMS”** shall mean and refer to INCOTERMS 2010 as the same has been judicially interpreted in India.

1.6 **“Project/ Works”** shall unless otherwise indicated, mean the supply of equipment and rendering of services to be undertaken by the Selected Bidder/ Contractor in respect of the hospital, including designing, supplying, installing, commissioning, operating and maintaining the MGPS in accordance to the Conditions of Contract.

2. Legal Status of the Parties

2.1 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.

3. Use of contract documents and information

3.1 The Contractor shall not, without the Corporation's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the Corporation in connection therewith, to any person other than the person(s) employed by the Contractor in the performance of the contract emanating from the Bidding Documents. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

3.2 Further, the Contractor shall not, without the Corporation's prior written consent, make use of any document or information mentioned in GCC sub-clause 3.1 above except for the sole purpose of performing this contract.

3.3 Except the Agreement issued to the Contractor, each and every other document mentioned in GCC sub-clause 3.1 above shall remain the property of the Corporation and, if advised by the Corporation, all copies of all such documents shall be returned to the Corporation on completion of the Corporation's performance and obligations under this contract.

4. Patent Rights

4.1 The Contractor shall, at all times, indemnify and keep indemnified the Corporation, free of cost, against all claims which may arise in respect of the works to be carried out by the Contractor 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 Corporation or the Department of Health & Family Welfare, as the case may be, the Corporation shall notify the Contractor of the same and the Contractor shall, at his own expenses take care of the same for settlement without any liability to the Corporation or the Department.

5. Performance Security

5.1 Within fourteen (14) days from date of the issue of Notification of Award/ Award of Contract by the Corporation, the Contractor, shall furnish Performance Security in the form of Bank Guarantee of an amount as per Fin. order of WB Govt. of the total contract value, as per the format provided in Section - VI (Contract Forms) of the Bidding Documents or in any other format, as acceptable to the Corporation.

Note: Bidder submitting Bank Guarantee (BG) from a scheduled bank other than ICICI bank must ensure to include SFMS IFN 760 message through SFMS to ICICI bank, IFSC: ICIC0001056, Salt Lake Sector V branch, Kolkata to establish the authenticity of issued BG.

5.2 The validity period of the Performance Security shall be 14 months.

6. Technical Specifications and Standards

6.1 The Equipment to be supplied and Services to be provided by the Contractor under this contract shall conform to the technical specifications and quality control parameters as detailed in Section – III of the Bidding Documents.

7. Packing and Marking

7.1 The packing for the equipment to be supplied by the Contractor should be strong and durable enough to withstand, without limitation, the entire journey during transit, rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the equipment and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within and outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications under Section – III of the Bidding Documents. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the Contractor accordingly.

7.3 Packing instructions

Unless otherwise mentioned in Section – III of the Bidding Documents, the Contractor shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of equipment including quantity
- c. packing list reference number
- d. Consignee's name and full address and
- e. Contractor's name and address

7.4 In case the equipment is high radiation material itself or any component of the same emits radiation, the same should be packaged to prevent or insulate such radiation so that no health hazard is caused to the user.

8. Inspection, Testing and Quality Control

8.1 The Corporation and/or its nominated representative(s) will, without any extra cost to the Corporation, inspect and/or test the ordered equipment and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The Corporation shall inform the Contractor in advance, in writing, the Corporation's programme for such inspection and, also the identity of the officials to be deputed for this purpose.

8.2 The Technical Specifications as provided in the Bidding Documents shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the Corporation or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the Contractor to the Corporation's inspector at no extra cost to the Corporation.

8.3 If during such inspections and tests, the contracted equipment fail to conform to the required specifications and standards, the Corporation's inspector may reject them and the Contractor shall either replace the rejected equipment or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Corporation and resubmit the same to the Corporation's inspector for conducting the inspections and tests again.

8.4 In case the contract stipulates pre-dispatch inspection of the ordered equipment at the Contractor's premises, the Contractor shall put up the equipment for such inspection to the Corporation's inspector well ahead of the contractual delivery period, so that the Corporation's inspector is able to complete the inspection within the contractual delivery period.

8.5 If the Contractor tenders the equipment to the Corporation's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the Contractor. The fact that the equipment has been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Corporation under the terms & conditions of the contract.

8.6 The Corporation's contractual right to inspect, test and, if necessary, reject the equipment after the arrival of the equipment at the final destination shall have no bearing of the fact that the equipment have previously been inspected and cleared by the Corporation's inspector during pre-dispatch inspection mentioned above.

8.7 Equipment accepted by the Corporation and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute Corporation's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

8.8 For such equipment as may be specified by the Corporation from time to time, the Contractor has to obtain prior approval from the Corporation for selection of any particular make/brand or any particular category/sub-category of such make/brand. If any make/brand or any category/ sub-category thereof is not available in the market, the Corporation can add or substitute make/brand or any particular category/sub-category of such make/brand apart from that in the list at any stage during progress of Work but only upon due application in this respect from the end of Contractor

corroborated by necessary documents. The decision in this regard taken by the Corporation will be final and binding.

9. Title of Equipment

9.1 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 equipment shall pass from the Contractor to the Corporation upon delivery of the equipment and the acceptance of the same by the Corporation in accordance with the requirements of the contract.

10. Transportation of Equipment

10.1 Unless otherwise specified in the contract (including any in INCOTERMS 2010), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the transportation and delivery of the equipment in accordance with the requirements of the contract. The Contractor shall hand over or make available the equipment, and the hospital authority, being the Consignee shall receive the equipment, at the place for the delivery of the equipment and within the time for delivery of the equipment specified in the contract. All manuals, instructions, displays and any other information relevant to the equipment shall be in the English language unless otherwise specified in the contract. Unless specifically stated in the contract, the entire risk of loss, theft, damage to, or destruction of the equipment shall be borne by the Contractor.

10.2 Road permits for transportation of equipment shall be provided by the Corporation, upon receipt of a written request from the Contractor, to provide such road permit.

11. Insurance

11.1 The Contractor shall make arrangements for insuring the equipment against loss or damage incidental to transportation, delivery and storage at the hospital till Installation, Testing and Commissioning and handing over of the equipment therein. The insurance cover shall be obtained by the Contractor in its own name and not in the name of the Corporation or its Consignee.

12. Spare Parts

12.1 If specified in the Schedule of Requirements and in the resultant contract, the Contractor shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the Contractor:

- a) The spare parts as selected by the Corporation to be purchased from the Contractor, subject to the condition that such purchase of the spare parts shall not relieve the Corporation of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to Corporation before such discontinuation to provide adequate time to the Corporation to purchase the required spare parts etc., and

ii) Immediately following such discontinuation, providing the Corporation, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Corporation.

12.2 The Contractor shall carry sufficient inventories to assure supply of consumable spares for the equipment so that the same are supplied to the Corporation promptly on receipt of order from the Corporation.

13. Incidental services

13.1 The Contractor shall be required to perform the following incidental services:

- i) Installation and commissioning, supervision and demonstration of the equipment.
- ii) Providing required jigs and tools for assembly, necessary civil works required for completion of the installation.
- iii) Deleted
- iv) Training of Consignee's Doctors, staff, operators etc. for operating and maintaining the equipment.
- v) Supplying requisite number of operation and maintenance manual for the equipment.

14. Distribution of Dispatch Documents for Clearance/Receipt of Equipment

The details of shipping and/ or other documents, to be furnished by the Contractor are as follows:

I. For equipment supplied from abroad:

Upon shipment, within 24 hours, the Contractor shall notify the Corporation in writing the full details of the shipment including contract number, description of the equipment, 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, the equipment are sent by airfreight, the Contractor shall notify the Corporation, a minimum of 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. The Contractor shall send via facsimile or electronic mail the above details to the Corporation and then send to the Corporation, via courier two sets of documents comprising the original and one copy of the following:

- (i) Commercial invoice, indicating that the Corporation is the Purchaser on behalf of the Department of Health & Family Welfare, Government of West Bengal, the contract number, equipment description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the manufacturer's stamp/ seal;
- (ii) Negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating that the Corporation is the Purchaser on behalf of the Department of Health & Family Welfare, Government of West Bengal and notify Consignee as stated in the contract, with delivery through to destination as per the contract and non-negotiable bill of lading, or

railway consignment note, road consignment bill, truck or airway bill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the contract;

- (iii) Packing list identifying contents of each package;
- (iv) Manufacturer's Warranty Certificate covering all items supplied;
- (v) Manufacturer's Certificate of Origin covering all items supplied;
- (vi) Original certificate of weight issued by the port authority/ licensed authority and six copies of the same;
- (vii) Pre-shipment note submitted by the manufacturer to the Corporation and the Consignee at least 15 days prior to the scheduled delivery of the equipment at the hospital premises;
- (viii) Inspection Certificate, if any, and
- (ix) Insurance Certificate

II. For equipment within India:

Within 24 hours of dispatch of the equipment, the Contractor shall notify the Corporation, the Consignees and others concerned if mentioned in the contract, the complete details of dispatch and also supply two sets of documents comprising the original and a copy of the following to them by registered post / speed post (or as instructed in the contract) :

- (i) Commercial invoice, indicating that the Corporation is the Purchaser on behalf of the Department of Health & Family Welfare, Government of West Bengal, the contract number, equipment description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the manufacturer's stamp/ seal;
- (ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transportation document indicating that the Corporation is the Purchaser on behalf of the Department of Health & Family Welfare, Government of West Bengal and notify Consignee as stated in the contract, marked "freight prepaid" and showing delivery through to final destination as per the contract;
- (iii) Packing list identifying contents of each package;
- (iv) Manufacturer's Warranty Certificate covering all items supplied;
- (v) Pre-shipment note submitted by the manufacturer to the Corporation and the Consignee at least 15 days prior to the scheduled delivery of the equipment at the hospital premises;
- (vi) Inspection Certificate, if any, and
- (vii) Insurance Certificate

Consignee Receipt Certificate as per Form - 13 of the Bidding Forms in original issued by the authorized representative of the Consignee, shall be submitted by the Contractor to the Corporation immediately upon obtaining the same from the Consignee.

15. Comprehensive Warranty

15.1 The Contractor warrants comprehensively that the equipment supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the Corporation in the contract. The Contractor further warrants that the equipment supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Contractor that may develop under normal use of the supplied equipment under the conditions prevailing in India.

15.2 This warranty shall remain valid for one (1) year after the equipment or any portion hereof as the case may be, upon being commissioned at the hospital site and accepted by the Corporation in terms of the contract.

15.3 In case of any claim arising out of this warranty, the Corporation/Consignee shall promptly notify the same in writing to the Contractor.

15.4 In the event of any rectification of a defect or replacement of any defective equipment during the warranty period, the warranty for the rectified/replaced equipment shall be extended from the date such rectified / replaced equipment starts functioning to the satisfaction of the Corporation.

15.5 If the Contractor, having been notified, fails to rectify/replace the defect(s) within stipulated time (mentioned in 15.4), the Corporation may proceed to take such remedial action(s) as deemed fit by the Corporation, at the risk and expense of the Contractor and without prejudice to other contractual rights and remedies, which the Corporation may have against the Contractor.

15.7 Deleted.

15.8 During maintenance and warranty period, the Contractor's technical representative, shall attend to the machine /equipment within 48 hours and ensure uptime on immediate basis and shall ensure presence at the hospital site for 24 hours, after uptime is ensured.

15.9 The Corporation/Consignee reserve its right to enter into Comprehensive Maintenance Contract between the Corporation/Consignee and the Contractor for a period of 1 year.

15.11 The Contractor shall set-up a maintenance base to provide maintenance service, of the entire system being offered, at short notice during the warranty period.

15.12 If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the Contractor free of cost.

15.13 If it is found that to meet the performance criteria, any extra equipment is required the same will be provided free of cost by the Contractor.

15.14 Rectification of all faults appearing shall be periodically advised to the hospital, by the Contractor, the period being not more than a month.

15.15 Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the Contractor free of cost.

15.16 The Contractor shall fully associate the engineers and technicians of the Corporation during installation, testing, commissioning, operation and maintenance period.

16. Assignment

16.1 The Contractor shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Corporation's prior written permission.

17. Sub contracts

17.1 The Contractor shall notify the Corporation in writing of all sub contracts awarded under the contract. Such notification, shall not however, relieve the Contractor from any of its liability or obligation under the terms and conditions of the contract.

18. Modification of contract

18.1 If necessary, the Corporation may, by a written order given to the Contractor at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

- a) Specifications, drawings, designs etc. where equipment to be supplied under the contract are to be specially manufactured for the Corporation,
- b) Mode of packing,
- c) Incidental services to be provided by the Contractor,
- d) Mode of dispatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the Corporation depending on the merits of the case.

18.2 Any such modification/ alteration in the contract made by the Corporation shall not exceed or be less than 40% of the number of units (numbers, sets or measurement units) as provided in the Price Schedule, irrespective of the Description of the Work, for which the Contractor shall be required to undertake the modified contract at the rates similar to that quoted in the Price Schedule.

18.3 Any such modification/ alteration in the contract made by the Corporation if found to be exceeding or be less than 40% of the number of units (numbers, sets or measurement units) as provided in the Price Schedule and in the event of any such modification/alteration causing increase or decrease in the cost of equipment and services to be supplied and provided, or in the time required by the Contractor to perform any obligation under the contract, an equitable adjustment shall be made in the Contract Price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the Contractor does not agree to the adjustment made by the

Corporation, the Contractor shall convey its views to the Corporation within 21 (twenty-one) days from the date of the Contractor's receipt of the Corporation's amendment / modification of the contract for mutual discussion and agreement.

19. Prices

19.1 Prices to be charged by the Contractor for supply of equipment and rendering of services in terms of the contract shall not vary from the corresponding prices quoted by the Contractor in its tender and incorporated in the contract.

20. Taxes and Duties

20.1 The Contractor shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted equipment to the Corporation, save and except what has been specified herein below.

20.2 GST on all equipment supplied and services rendered will be required to be borne by the Contractor at actuals, which shall be reimbursed by the Corporation. Such reimbursement shall be claimed by the Contractor in the pro-rata bills raised on the Corporation in terms of Clause 21 of the GCC.

21. Terms and Mode of Payment

21.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms and conditions of contract in the following manner.

A. Execution of Work :

The payment to Contractor will be made as follows:

Value for the hospital as per the rates quoted by the Contractor in the Price Schedule against verification by the Corporation against supply of the equipment at the hospital. This payment may be made on satisfactory compliance check by the Contractor with approval of the Corporation and against submission of operation and maintenance manual along with as - built drawings (both hard and soft copies).

21.2 The Contractor shall not be entitled to any interest on payments under the contract.

21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Contractor at rates as notified from time to time.

21.4 The payment of bills of the Contractor shall be made by the Corporation in INR (Indian National Rupee).

21.5 While claiming payment, the Contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the Contractor for claiming that payment has been fulfilled as required under the contract.

21.6 In case where the Contractor is not in a position to submit its bill for the balance payment for want of receipted copies of inspection note from the Consignee/user department and the Consignee/user department has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the Consignee without Consignee's Receipt Certificate after three months from the date of the preceding part payment for the equipment in question, subject to the following conditions :-

- (a) The Contractor will make good any defect or deficiency that the Consignee may report within six months from the date of dispatch of equipment.
- (b) Delay in supplies, if any, has been regularized.
- (c) The Contract Price where it is subject to variation has been finalized.
- (d) The Contractor furnishes the following undertakings:

"I/We, _____ certify that I/We have not received back the Inspection Note duly receipted by the Consignee or any communication from the Corporation or the Consignee about non-receipt, shortage or defects in the equipment supplied. I/We _____ agree to make good any defect or deficiency that the Consignee may report within three months from the date of receipt of this balance payment.

22. Delay in the Contractor's performance

22.1 The Contractor shall deliver the equipment and perform the services under the contract within the Delivery Schedule specified in Part - D of the Schedule of Requirements and as incorporated in the contract.

22.2 Subject to the provisions of 'Force Majeure', any unexcused delay by the Contractor in maintaining its contractual obligations towards delivery of equipment and performance of services shall render the supplier liable to any or all of the following sanctions:

- (i) Imposition of Liquidated Damages,
- (ii) Forfeiture of its Performance Security and
- (iii) Termination of the contract for default.

22.3 If at any time during the currency of the contract, the Contractor encounters conditions hindering timely delivery of the equipment and performance of services, the Contractor shall promptly inform the Corporation in writing about the same and its likely duration and make a request to the Contractor for extension of the Delivery Schedule accordingly. On receiving the Contractor's communication, the Corporation shall examine the situation as soon as possible and, at its discretion, may agree to extend the Delivery Schedule, with or without liquidated damages for completion of Contractor's contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the Contractor, the amendment letter extending the Delivery Schedule shall, *inter alia*, contain the following conditions:

(a) The Corporation shall recover from the Contractor, Liquidated Damages on the equipment and services, which the Corporation has failed to deliver within the Delivery Schedule stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and also including any enhancement of taxes or duties which may be levied in respect of the equipment and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said equipment and services as are delivered and performed after the date of the delivery stipulated in the contract.

22.5 The Contractor shall not dispatch the equipment after expiry of the Delivery Schedule. The Contractor is required to apply to the Corporation for extension of Delivery Schedule and obtain the same before dispatch. In case the Contractor dispatches the equipment without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the Corporation.

23. Liquidated Damages

23.1 If the Contractor fails to deliver any or all of the equipment or fails to perform the services within the time frame(s) incorporated in the contract, the Corporation shall, without prejudice to other rights and remedies available to the Corporation under the contract, deduct from the Contract Price, as Liquidated Damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of equipment and/or services until actual delivery or performance subject to a maximum of 10% of the total Contract Price. Once the maximum delay has been committed by the Contractor, the Corporation may proceed for termination of the contract, in accordance with the terms of the contract without prejudice to the Corporation's right to terminate the contract even prior thereto for breach by the Contractor.

23.2 No Liquidated Damages shall be imposed on the Contractor by the Corporation, without giving a reasonable opportunity to the Contractor to explain the reason behind its delay.

24. Termination for default

24.1 The Corporation, without prejudice to any other contractual rights and remedies available to it (the Corporation), may, by written notice of default sent to the Contractor, terminate the contract in whole or in part, if the Contractor fails to deliver any or all of the equipment or fails to perform any other contractual obligation(s) within the time period specified in the contract or within any extension thereof granted by the Corporation, or there has been a material breach in compliance with the Schedule of Requirements by the Contractor including any declaration by the Contractor, in terms of the contract.

24.2 In the event, the Corporation terminates the contract of the Contractor in whole or in part, the Corporation may procure equipment and/or services similar to those cancelled, in such terms and conditions and in such manner as it deems fit at the Contractor's risk and cost and the Contractor shall be liable to the Corporation for the extra expenditure, if any, incurred by the Corporation for arranging such procurement.

24.3 Unless otherwise instructed by the Corporation, the Contractor shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

25.1 If the Contractor becomes bankrupt or otherwise insolvent, the Corporation reserves the right to terminate the contract at any time, by serving written notice to the Contractor without any compensation, whatsoever, to the Contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Corporation.

26. Force Majeure

26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the Contractor shall not be liable for imposition of any such sanction so long the delay and/or failure of the Contractor in fulfilling its obligations under the contract is the result of an event of Force Majeure.

26.2 For purposes of this clause, Force Majeure means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Corporation either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, pestilence, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

26.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Corporation in writing of such conditions and the cause thereof within 21 (twenty one days) of occurrence of such event. Unless otherwise directed by the Corporation in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 (sixty) days, either party may at its option terminate the contract without any financial repercussion on either side.

26.5 In case due to a Force Majeure event, the Corporation is unable to fulfill its contractual commitment and responsibility, the Corporation will notify the Contractor accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

27.1 The Corporation reserves the right to terminate the contract, in whole or in part for its (Corporation's) convenience, by serving written notice on the Contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Corporation. The notice shall also indicate *inter alia*, the extent to which the Contractor's performance under the contract is terminated, and the date with effect from which such termination will become effective.

27.2 The equipment and services which are complete and ready in terms of the contract for delivery and performance within 30 (thirty) days after the Contractor's receipt of the notice of termination shall be accepted by the Corporation following the contract terms, conditions and prices. For the remaining equipment and services, the Corporation may decide:

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the equipment and services and compensate the Contractor by paying an agreed amount for the cost incurred by the Contractor towards the remaining portion of the equipment and services.

28. Indemnification

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

29. Confidentiality

29.1 The Corporation and the Contractor, its agents, employees, sub-contractors and servants shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto, in connection with the contract, whether such information has been furnished prior to, during or following competition or termination of the contract. Notwithstanding the above, the Contractor may furnish to its sub-contractor such documents, data, and other information it received from the Corporation to the extent required for the sub-contractor to perform its work under the contract, in which event the Corporation shall obtain from such sub-contractor an undertaking of confidentiality similar to that imposed on the Corporation.

29.2 The Contractor shall not use such documents, data and other information received from the Corporation for any purpose unrelated to the contract. Similarly, the Contractor shall not use such documents, data and other information received from Contractor for any purpose other than the performance of the contract.

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

- (a) Now or hereafter enters the public domains through no fault of that party;
- (b) 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
- (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

30. Dispute Resolution Mechanism

Unless settled amicably, all disputes and differences shall be settled by the parties by arbitration. Unless otherwise agreed by both parties:

The dispute shall be settled under the rules of arbitration of the Arbitration & Conciliation Act, 1996 (including any amendment(s) or re-enactments thereof),

the dispute shall be settled by a sole Arbitrator to be appointed by the Principal Secretary, Department of Health & Family Welfare of the Government of West Bengal, India,

the arbitration shall be conducted in accordance with the rules of the Arbitration & Conciliation Act, 1996 (including any amendment(s) or re-enactments thereof),

the arbitration shall be held at Kolkata,

Courts at Kolkata shall alone have jurisdiction (to the exclusion of all other Courts) to entertain all disputes arising out of this contract, and

the arbitration shall be conducted in English.

31. Miscellaneous

Governing law and jurisdiction

This contract shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Kolkata shall have jurisdiction over matters arising out of or relating to this contract.

Waiver of immunity

Each party unconditionally and irrevocably:

- (i) agrees that the execution, delivery and performance by it of this contract constitute commercial acts done and performed for commercial purpose;
- (ii) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this contract or any transaction contemplated by this contract, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the party with respect to its assets;
- (iii) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (iv) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

Delayed payments

The parties hereto agree that payments due from one party to the other party under the provisions of this contract shall be made within the period set forth therein, and if no such period is specified, within 15 (fifteen) days of receiving a claim supported by relevant documents. In the event of delay beyond such period, the defaulting party shall pay interest for the period of delay calculated at a rate equal to State Bank of India Savings Rate. However, delay in payment by the Corporation to the Contractor shall not be a ground for termination of this contract by the Contractor unless such delay is more than 90 days in terms of this contract.

Waiver

Waiver, including partial or conditional waiver, by either party of any default by the other party in the observance and performance of any provision of or obligations under this contract:-

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this contract;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the party; and
- (c) shall not affect the validity or enforceability of this contract in any manner.

Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of this contract or any obligation there under nor time or other indulgence granted by a party to the other party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

(d) Exclusion of implied warranties etc.

This contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the parties or any representation by either party not contained in a binding legal agreement executed by both parties.

(e) Severability

If for any reason whatever, any provision of this contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision.

(f) Failure to agree upon any such provisions shall not be subject to Dispute Resolution Mechanism set forth under this contract or otherwise.

(g) Third Parties

This contract is intended solely for the benefit of the parties and their respective successors and permitted assigns, and nothing in this contract shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a party to this contract.

(h) Successors and Assigns

This contract shall be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

(i) Notices

Any notice or other communication to be given by any party to the other party under or in connection with the matters contemplated by this contract shall be in writing and shall:

- (a) in the case of the Contractor, be given by facsimile, by electronic mail or by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Contractor may from time to time designate by notice to the Corporation; provided that notices or other communications to be given to an address outside Kolkata may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile to the number as the Kolkata may from time to time designate by notice to the Corporation;

- (b) in the case of the Corporation, be given by facsimile, by electronic mail or by letter delivered by hand and be addressed to the Managing Director of the Corporation with a copy delivered to the Corporation's Representative or such other person as the Corporation may from time to time designate by notice to the Contractor; and
- (c) any notice or communication by a party to the other party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered.

(j) **Language**

All notices required to be given by one party to the other party and all other communications, documentation and proceedings which are in any way relevant to this contract shall be in writing and in English language.

32. The procedure of suspension and debarment of bidders should be followed in the line with the clause-41 of General Condition of Contract under West Bengal form no. 2911 of Memorandum no. 5696-F(Y)/ dated 01.10.2009, issued from Finance Department, Govt. Of West Bengal.

33. DISPUTE RESOLUTION MECHANISM

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

1	Secretary, Mission Director, NHM, H&FW	Chairman
2	Special Secretary,	Member

3	General Manager, WBMSCL, H&FW	Member
4	Financial Advisor, H&FW	Member
5	Chief Engineer / Additional Chief Engineer, WBMSCL	Member Secretary & Convener

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

34. Procedure For Suspension and Debarment of Supplier, Contractors and Consultants

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-34 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 Administrative Department of Government of West Bengal up to 2 (two) years. (II) For committing Second degree of offence: Disqualifying a Bidder from participating in any procurement process under the Administrative Department of Government of West Bengal up to 3 (three) years. 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 defense 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 shall also 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 email 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.

SECTION - VI
CONTRACT FORMS (COF)
FORM OF AGREEMENT

(on non judicial stamp paper of appropriate value)

THIS AGREEMENT is made on _____ day of _____ Two Thousand _____ between WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED (WBMSCL) hereinafter called the "Employer" (which expression shall, wherever the context so demands or requires, include their successors in office and assigns) of the One Part and M/s. _____ hereinafter called the "Contractor" (which expression shall, wherever the context so demands or requires, include his/their successors and assigns) of the Other Part.

WHEREAS the Employer is desirous that Project should be executed and has by Notification of Award, NIT No.(WBMSCL/ NIT-_/2026, dated __.__.2026)accepted a tender submitted by the Contractor for the project at a total Contract Price of Rs._____/ - (Rupees _____ only)

NOW THIS AGREEMENT WITNESSETH as follows: -

1. In this Agreement, words and expressions shall have the same meaning as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.

2. **Documents**

The following documents in conjunction with Addenda/Corrigenda to Bidding Documents shall be deemed to form and be read and construed as part of this Agreement viz.

- i) Notice Inviting e-Tender.
- ii) Instructions to Bidders.
- iii) Schedule of Requirements.
- iv) Bidding Forms.
- v) General Conditions of Contract.
- vi) Contract Forms.
- vii) Drawings.
- viii) Amendment to Bidding Documents.

3. **Previous Communications**

This document constitutes the entire Contract between the parties and supersedes all previous communications, whether oral or written, in relation, to the Project to be undertaken in accordance with the Contract.

4. **Execution of Project**

In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute, complete, remedy defects therein and maintain the Project in conformity in all respects with the provisions of the Contract.

5. **Payment**

The Employer hereby covenants to pay to the Contractor in consideration of the execution, completion, remedying of any defects therein and maintenance of the Works, the Contract Price or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

6. **Commencement of the Project**

This Contract will remain in effect from _____ and expire on _____ unless terminated earlier in accordance with the provisions of the Contract.

7. **Acknowledgement**

The Contractor shall confirm acceptance of the terms of this Contract by signing and returning to WBMSCL the duplicate copy enclosed herewith within a period of 14 days from date of receipt of Notification of Award.

IN WITNESS whereof the parties hereto have caused their respective hands to be hereinto affixed the day and year first above written.

In the capacity of _____

On behalf of M/s. _____ (The Contractor)

Witnesses (Signature, name & Designation)

- 1.
- 2.

For and on behalf of WBMSCL (The Employer)

In the presence of

Witnesses (Signature, Name & Designation)

- 1.
- 2.

FORM OF PERFORMANCE SECURITY BANK GUARANTEE

In consideration of the Employer having agreed under the terms and conditions of contract made vide his Notification of Award No.(WBMSCL/ NIT-_/2026, dated __.__.2026)between West Bengal Medical Services Corporation Ltd. (WBMSCL) (the Employer) represented by its Managing Director and _____(hereinafter called "the said Contractor) for Design, Supply, Installation, Testing and Commissioning of PSA Pipeline connection from PSA Plant to existing manifold room of SDH building at Kalna SDH/SSH of West Bengal (herein after called the said Agreement") the Contractor having agreed to production of a irrevocable Bank Guarantee for Rs. - ----- (Rupees ----- Only) as a Security/Guarantee for compliance of his obligations in accordance with the terms and conditions in the said Agreement:

1. We ----- (indicate the name of the Bank) (hereinafter referred to as "the Bank" hereby undertake to pay to the WEST BENGAL MEDICAL SERVICES CORPORATION LTD., an amount not exceeding Rs. ----- (Rupees -----only) on demand by WBMSCL.

2. We ----- (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from WBMSCL for and on behalf of the Employer as an Agent/Power of Attorney Holder stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs .----- (Rupees -----only).

3. We, the said Bank further under take to pay to the Employer represented by WBMSCL for and on behalf of the Employer as an Agent/Power of Attorney Holder any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any court or Tribunal relating thereto, our liabilities under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

4. We ----- (Indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all dues of the

Employer under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Employer's Representative on behalf of the Employer certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee.

5. We ----- (indicate the name of the Bank) further agree with the Employer, that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor(s) and

to forbear from or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the Employer or any indulgence by the Employer to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

7. This Guarantee will neither be cancelled nor revoked by the Bank without the written authorization of WBMSCL. For this purpose, the beneficiary WBMSCL would inform the Bank of their authorized signatories together with the specimen signatures.

8. This Guarantee shall be valid up to -----unless extended on demand by the Employer. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.----- (Rupees ----- Only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this Guarantee, all our liabilities under this Guarantee shall stand discharged.

Dated the ----- day of ----- for ----- (indicate the name of the Bank).

Note: To be put in sealed cover by Bank and addressed to the concerned officer of WBMSCL.

Note: Bidder submitting Bank Guarantee (BG) from a scheduled bank other than ICICI bank must ensure to include SFMS IFN 760 message through SFMS to ICICI bank, IFSC: ICIC0001056, Salt Lake Sector V branch, Kolkata to establish the authenticity of issued BG.