



## Notice Inviting e-Tender

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

Phone No (033) 40340307/320

E mail: [procurement@wbmsc.gov.in](mailto:procurement@wbmsc.gov.in)

**Supply and Commissioning of Medical Equipment for Physical Medicine & Occupational Therapy Equipment at IPGME&R and SSKM Hospital**  
**(Discipline-Physical Medicine & Occupational Therapy Equipment)**

(Submission of Bid through *online*)

**Bid Reference No.: WBMSCL/NIT-634/2023**

**Dated-30.10.2023**

**2nd call bid reference no. WBMSCL/NIT-478/2023 Dated-14.08.2023**

1. West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Government of West Bengal to procure on their behalf for **Supply and Commissioning of Medical Equipment for Physical Medicine & Occupational Therapy Equipment at IPGME&R and SSKM Hospital** of the Govt. of West Bengal.
2. WBMSCL hereby invites bids from eligible and qualified Tenderers for the supply of **Supply and Commissioning of Medical Equipment for Physical Medicine & Occupational Therapy Equipment at IPGME&R and SSKM Hospital** as per Schedule of Requirement.
3. Intending Tenderer may download the tender document from the e-tender portal of Govt. of West Bengal at [wbtenders.gov.in](http://wbtenders.gov.in) and the website of WBMSCL at [www.wbmsc.gov.in](http://www.wbmsc.gov.in). The submission of bids should be through online only at [wbtenders.gov.in](http://wbtenders.gov.in). Earnest money to be drawn in favour of 'West Bengal Medical Services Corporation Limited' through online issued from any scheduled bank payable at Kolkata.
4. Non statutory documents, Bid – A, Bid – B & Bid – C are to be submitted concurrently.

Sd/-  
Managing Director,

### Table for Important Dates

| Sl. | Items  | Date(s)                   |
|-----|--|---------------------------|
| 1.  | Date of uploading of N.I.T. Documents (online) / Date of Issue / Published on  | 03.11.2023                |
| 2.  | Documents download start date (Online)   | 03.11.2023                |
| 3.  | Date of <b>Pre Bid Meeting</b> with the intending Tenderers in the Conference Hall of <b>West Bengal Medical Services Corporation Limited</b>  | 09.11.2023 at 11:00 AM    |
| 4.  | Bid submission start date (On line)  | 17.11.2023                |
| 5.  | <p><b>Bid submission closing (On line)</b><br/> Bid submission includes:<br/> i) Non statutory documents to be submitted under <u>My Space</u><br/> (Each sub-category item should be in multiple page single PDF file)<br/> ii) BID – A (Should be in multiple page single PDF file)<br/> iii) BID – B (Should be in multiple page single PDF file)<br/> iv) BID – C (BOQ and price of consumables &amp; spares etc.)</p> <p><b>Detailed list of documents annexed at Section V Check-List Form</b></p> <p>Non-statutory document (document uploaded in <u>My Space</u>), Bid – A &amp; Bid – B constitute the technical bid and Bid – C is the financial bid.</p> <p><i>Any wrong or misleading information provided by the Tenderer during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in WBMSCL for at least 5 years.</i></p> <p><b>Each scanned documents should have an index page indicating the name of the documents enclosed with page number.</b></p> | 30.11.2023 up to 03:00 PM |
| 7.  | Bid opening date for Technical Proposals ( <b>Online</b> ) (Bid A & B)   | 30.11.2023 after 03:00 PM |
| 8.  | Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the technical bid evaluation   | To be notified later      |
| 10. | Functional demonstration of the equipment  | To be notified later      |
| 9.  | Submission of non-statutory wanting document (if any)  | To be notified later      |
| 10. | Opening of Financial Bid ( <b>Online</b> )   | To be notified later      |

# Section I: Instructions to Tenderers

## A. Important information at a glance

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

### 1. Item wise Tender Details

| Item-wise Tender Details       |  |     |          |
|--------------------------------|--|-----|----------|
| Sl. No.                        | ITEM   | QTY | Warranty |
| Physical Medicine              |  |     | 2 Years  |
| 1                              | Tilt Table   | 1   |          |
| 2                              | CPM Lower Limb   | 1   |          |
| 3                              | Nerve Stimulator   | 1   |          |
| 4                              | Robotics hand trainer  | 1   |          |
| 5                              | NCV EMG with VEP   | 1   |          |
| 6                              | BWST   | 1   |          |
| 7                              | Motorised Wheelchair   | 1   |          |
| 8                              | Standing Wheelchair  | 1   |          |
| Occupational Therapy Equipment |  |     |          |
| 1                              | Arm Egometer   | 1   |          |
| 2                              | Horizontal Standing unit   | 1   |          |
| 3                              | Steel peg board Activity / Magnetic Peg Board                                  | 1   |          |
| 4                              | Supinator Pronator Unit  | 1   |          |
| 5                              | Various Shape / Size Wooden Pegs   | 1   |          |
| 6                              | ADL training board   | 1   |          |
| 7                              | MINNESOTA MANUAL DEXTERITY TEST (In place of Multi Activity Work Station )     | 1   |          |
| 8                              | Rods and Beads Activity  | 1   |          |
| 9                              | Wrist Rollator   | 1   |          |
| 10                             | Linear Motion Tester with Audio feed ( loop and wire activity with Audio feed) | 1   |          |
| 11                             | Bolster  | 4   |          |
| 12                             | Gym Ball ( Small, Medium, Large)   | 4   |          |
| 13                             | Hand Evaluation Kit (Hand Dynamometer, Pinchometer, Finger Goniometer)         | 2   |          |
| 14                             | Finger Prehnsion / Dexterity Activity  | 2   |          |
| 15                             | Balance Board  | 2   |          |
| 16                             | Inclined Bilateral Standing Unit   | 1   |          |
| 17                             | Phyactic Balance Board   | 1   |          |
| 18                             | Dynamic Stair Case   | 1   |          |
| 19                             | Standing Frame   | 2   |          |
| 20                             | Mirror Box Therapy Unit  | 2   |          |
| 21                             | Fluidotherapy Unit   | 1   |          |
| 22                             | C P Corner Chair   | 3   |          |

### 2. Tender Fees : Exempted

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

| Sl. No. | ITEM | AMOUNT IN INR | INSTRUMENT |
|---------|------|---------------|------------|
|---------|------|---------------|------------|

| Physical Medicine              |  |          |        |
|--------------------------------|--|----------|--------|
| 1                              | Tilt Table   | 2,20,000 | Online |
| 2                              | CPM Lower Limb   |          |        |
| 3                              | Nerve Stimulator   |          |        |
| 4                              | Robotics hand trainer  |          |        |
| 5                              | NCV EMG with VEP   |          |        |
| 6                              | BWST   |          |        |
| 7                              | Motorised Wheelchair   |          |        |
| 8                              | Standing Wheelchair  |          |        |
| Occupational Therapy Equipment |  |          |        |
| 1                              | Arm Egometer   |          |        |
| 2                              | Horizontal Standing unit   |          |        |
| 3                              | Steel peg board Activity / Magnetic Peg Board                                  |          |        |
| 4                              | Supinator Pronator Unit  |          |        |
| 5                              | Various Shape / Size Wooden Pegs   |          |        |
| 6                              | ADL training board   |          |        |
| 7                              | MINNESOTA MANUAL DEXTERITY TEST (In place of Multi Activity Work Station )     |          |        |
| 8                              | Rods and Beads Activity  |          |        |
| 9                              | Wrist Rollator   |          |        |
| 10                             | Linear Motion Tester with Audio feed ( loop and wire activity with Audio feed) |          |        |
| 11                             | Bolster  |          |        |
| 12                             | Gym Ball ( Small, Medium, Large)   |          |        |
| 13                             | Hand Evaluation Kit (Hand Dynamometer, Pinchometer, Finger Goniometer)         |          |        |
| 14                             | Finger Prehnsion / Dexterity Activity  |          |        |
| 15                             | Balance Board  |          |        |
| 16                             | Inclined Bilateral Standing Unit   |          |        |
| 17                             | Phyactic Balance Board   |          |        |
| 18                             | Dynamic Stair Case   |          |        |
| 19                             | Standing Frame   |          |        |
| 20                             | Mirror Box Therapy Unit  |          |        |
| 21                             | Fluidotherapy Unit   |          |        |

|    |                  |  |  |
|----|------------------|--|--|
| 22 | C P Corner Chair |  |  |
|----|------------------|--|--|

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

The Tenderers should have annual sales turnover (i.e. total turnover of the company) of minimum on an average of last three financial years (2018-19, 2019-20, 2020-2021) as per the Audited Accounts of the Organization as mentioned in the table below:

| Sl. No.                        | ITEM   | Annual Turnover in<br>Crore Rs. |
|--------------------------------|--|---------------------------------|
| Physical Medicine              |  | 1 Crore                         |
| 1                              | Tilt Table   |                                 |
| 2                              | CPM Lower Limb   |                                 |
| 3                              | Nerve Stimulator   |                                 |
| 4                              | Robotics hand trainer  |                                 |
| 5                              | NCV EMG with VEP   |                                 |
| 6                              | BWST   |                                 |
| 7                              | Pediatric harness of BWST  |                                 |
| 8                              | Motorised Wheelchair   |                                 |
| 9                              | Standing Wheelchair  |                                 |
| Occupational Therapy Equipment |  |                                 |
| 1                              | Arm Egometer   |                                 |
| 2                              | Horizontal Standing unit   |                                 |
| 3                              | Steel peg board Activity / Magnetic Peg Board                              |                                 |
| 4                              | Supinator Pronator Unit  |                                 |
| 5                              | Various Shape / Size Wooden Pegs   |                                 |
| 6                              | ADL training board   |                                 |
| 7                              | MINNESOTA MANUAL DEXTERITY TEST (In place of Multi Activity Work Station ) |                                 |
| 8                              | Rods and Beads Activity  |                                 |

|    |  |  |
|----|--|--|
| 9  | Wrist Rollator   |  |
| 10 | Linear Motion Tester with Audio feed ( loop and wire activity with Audio feed) |  |
| 11 | Bolster  |  |
| 12 | Gym Ball ( Small, Medium, Large)   |  |
| 13 | Hand Evaluation Kit (Hand Dynamometer, Pinchometer, Finger Goniometer)         |  |
| 14 | Finger Prehnsion / Dexterity Activity  |  |
| 15 | Balance Board  |  |
| 16 | Inclined Bilateral Standing Unit   |  |
| 17 | Phyactic Balance Board   |  |
| 18 | Dynamic Stair Case   |  |
| 19 | Standing Frame   |  |
| 20 | Mirror Box Therapy Unit  |  |
| 21 | Fluidotherapy Unit   |  |
| 22 | C P Corner Chair   |  |

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

| Sl. No.           | ITEM                  | Time    |
|-------------------|-----------------------|---------|
| Physical Medicine |                       | 30 Days |
| 1                 | Tilt Table            |         |
| 2                 | CPM Lower Limb        |         |
| 3                 | Nerve Stimulator      |         |
| 4                 | Robotics hand trainer |         |
| 5                 | NCV EMG with VEP      |         |
| 6                 | BWST                  |         |

|                                |  |
|--------------------------------|--|
| 7                              | Motorised Wheelchair   |
| 8                              | Standing Wheelchair  |
| Occupational Therapy Equipment |  |
| 1                              | Arm Egometer   |
| 2                              | Horizontal Standing unit   |
| 3                              | Steel peg board Activity / Magnetic Peg Board                                  |
| 4                              | Supinator Pronator Unit  |
| 5                              | Various Shape / Size Wooden Pegs   |
| 6                              | ADL training board   |
| 7                              | MINNESOTA MANUAL DEXTERITY TEST (In place of Multi Activity Work Station )     |
| 8                              | Rods and Beads Activity  |
| 9                              | Wrist Rollator   |
| 10                             | Linear Motion Tester with Audio feed ( loop and wire activity with Audio feed) |
| 11                             | Bolster  |
| 12                             | Gym Ball ( Small, Medium, Large)   |
| 13                             | Hand Evaluation Kit (Hand Dynamometer, Pinchometer, Finger Goniometer)         |
| 14                             | Finger Prehnsion / Dexterity Activity  |
| 15                             | Balance Board  |
| 16                             | Inclined Bilateral Standing Unit   |
| 17                             | Phyactic Balance Board   |
| 18                             | Dynamic Stair Case   |
| 19                             | Standing Frame   |
| 20                             | Mirror Box Therapy Unit  |
| 21                             | Fluidotherapy Unit   |

|    |                  |  |
|----|------------------|--|
| 22 | C P Corner Chair |  |
|----|------------------|--|

**(b) Payment Terms**

**I. General Terms**

- (i) The payment to manufacturing company or its subsidiary in India will be made under Delivered Duty Paid contract.
- (ii) The Tenderers should only quote in INR.

**II. Payment terms for Manufacturer/Indian Distributor**

- A. 80 % of the Base Price of the Equipment along with applicable GST shall be paid after delivery and furnishing of Consignee Receipt Certificate (CRC) as per **Format 3a**.
- B. Remaining 20% of the Base Price of the Equipment along with applicable GST shall be paid after successful installation, commissioning and initial end user training by the authorised service team of the supplier and furnishing of Satisfactory Installation Certificate (SIC) as per **Format 3b**. The SIC shall be signed by the facility / end user or issued after joint certification by authorised official(s) from WBMSCL and the facility/end user.

**Note:**

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

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

**6. Performance Security (PS)**

(In the form of unconditional and irrevocable Bank Guarantee)

10% of the Bid Value (Validity should be till the completion of Warranty + 60 days).

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

a) Manufacturing Company or its subsidiary in India.

Or

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

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

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

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

The response time to any fault should be not more than 6 hrs after call is logged.

Call Log by E-mail/Fax.

The response time to any fault should be not more than 6 hrs. Time for rectification should not be more than 24 hours



Maximum Downtime allowed without penalty: 72 hours. In case equipment is not useable beyond the stipulated maximum down time the supplier will be required to install alternative equipment for providing uninterrupted service.  
Penalty beyond 72 hours downtime & if standby unit is not provided: Rs. 500 per 24 hours per machine.

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

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

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

Tenderers shall invariably furnish documentary evidence / Client's certificate of **at least 3 (three) users** of the quoted model in support of the satisfactory operation in India.

The bidders / manufacturers should have installed & provided after sales services of the equipments of any model of the same make of at least 10% of the tender quantity for last 2 years at Govt. or Private Hospitals in India.

**11. Imposition of restrictions on bidder as per Memorandum bearing West Bengal Finance Department Memo No. 202-F(Y) Dated 18.01.2021 read with F.No.6/18/2019-PPD dated 23.07.2020 of Ministry of Finance, Government of India** where has been clearly mentioned that, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including sub-contracts and turnkey projects) only if the bidder is registered with the Competent Authority.

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

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

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

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

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

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

Bids will be opened in the presence of Tenderers' representative who chooses to attend on the

specified date and time. However, opening of bids will not be stopped for absence of any bidder or his authorized representative at the notified time.

**Note 3: Service Centers**

- Preferably in three locations at Kolkata, Siliguri and Durgapur

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

**13. General Instructions**

- a. Bidders are requested to study the tender document, terms & conditions carefully before submitting their bids. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- b. Tender documents should be downloaded from the E-tender portal of Govt. of West Bengal at [wbtenders.gov.in](http://wbtenders.gov.in) and the website of WBMSCL at [www.wbmssc.gov.in](http://www.wbmssc.gov.in). The submission of bids should only be through online at [wbtenders.gov.in](http://wbtenders.gov.in).
- c. All pages of the bid submitted must be signed and sequentially numbered by the Bidder. All information in the offer must be in English. Information in any other language must be translated to English. Failure to comply with this may render the offer liable to be rejected. In the event of any discrepancy between the offer in a language other than English and its English translation, the English translation will prevail.

## B. General

### 14. Scope of Bid

- 14.1 The type of goods and related services to be purchased is: **Supply and Commissioning of Medical Equipment for Physical Medicine at IPGME&R and SSKM Hospital** as per the Schedule of Requirements.

### 15. Source of Funds

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

### 16. Fraud and Corruption

- i) It is WBMSCL policy to require that Tenderers, suppliers and contractors and their subcontractors under WBMSCL contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, WBMSCL:
  - (a) Defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) Bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;
    - (ii) Extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;
    - (iii) Fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of WBMSCL or other participants;
    - (iv) Collusion is the agreement between Tenderers designed to result in bids at artificial prices that are not competitive.
  - (b) Will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
  - (c) Will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a WBMSCL registered Vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;
  - (d) Will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;
  - (e) Will normally requires a WBMSCL vendor to allow WBMSCL, or any person that WBMSCL may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.
- ii) Any vendor participating in WBMSCL's procurement activities, shall facilitate to WBMSCL personnel upon first request, all documents, records and other elements needed by WBMSCL to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from WBMSCL vendor roster and may lead to suspension following review by WBMSCL Vendor Review Committee.
- iii) It is required that Vendors, their subsidiaries, agents, intermediaries and principals cooperate with WBMSCL Internal Audit Group as well as with other investigations authorized by WBMSCL or by the Government of West Bengal or the Central Government as and when required. Such cooperation shall include, but not be limited to, the following:

access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow WBMSCL to repudiate and terminate the contract and to debar and remove the supplier from WBMSCL's list of registered vendors.

#### **17. Eligible Tenderers**

- i) A Tenderer and all parties constituting the Tenderer may have the nationality of any country.
- ii) A Tenderer shall not have a conflict of interest. All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
  - a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by WBMSCL to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under these Bidding Documents ; or
- iii) A Tenderer that is under a declaration of ineligibility by WBMSCL in accordance with Instructions to Tenderers at the date of contract award, shall be disqualified. Tenderers shall not be eligible to submit a bid when at the time of bid submission:
  - Suppliers are already suspended by WBMSCL; or,
  - Suppliers are suspended by the Government of West Bengal or Central Government or any other State Government or WBMSCL,
  - Suppliers have been declared ineligible by Government of West Bengal or Central Government or any other State Government or WBMSCL.

#### **18. Eligible goods and related services**

- i) All the goods and related services to be supplied under the Contract may have their origin in any country.
- ii) For purposes of this Clause, the term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **C. Contents of Bidding Documents**

### **19. Sections of Bidding Documents**

- i) The Bidding Documents consist of:
  - Section I. Instructions to Tenderers
  - Section II. General Conditions for Goods (GCG)
  - Section III. Special Conditions of Contract (SCC)
  - Section IV. Schedule of Requirements
  - Section V. Bidding Forms
  - Section VI. Contract Forms
- ii) The Tenderer is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- iii) Tenderers are cautioned to read the specifications carefully (see Section IV - Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Tenderers are encouraged to advise WBMSCL, if they disagree.
- iv) The specifications are the minimum requirements for the products. Products offered must meet or exceed requirements mentioned in technical specifications. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

### **20. Clarification of Bid Document**

- i) A prospective Tenderer requiring any clarification of the Bidding Documents shall contact WBMSCL in writing at [procurement@wbmsc.gov.in](mailto:procurement@wbmsc.gov.in)

### **21. Amendment of Bid Document**

- i) At any time prior to the deadline for submission of bids, WBMSCL may amend the Bid Document by issuing amendment to be uploaded in the e-tender portal & website of WBMSCL.
- ii) To give prospective Tenderers reasonable time in which to take an amendment into account in preparing their bids, WBMSCL may, at its discretion, extend the deadline for the submission of bids.

## D. Preparation of Bids

22. Tenderers are to prepare and submit the following:

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

Details are given in “Submission and Opening of Bids”

23. **Cost of Bidding**

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

24. **Language of Bid**

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

25. **Alternative Bids**

Alternative Bids will not be accepted.

26. **Bid Prices**

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

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

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

27. **Currencies of Bid**

1) The Tenderer shall quote in INR only.

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

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

29. **Documents Establishing the Qualifications of the Tenderer**

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

30. **Period of validity of Bids**

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

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

accept such request. In case, the bidder refuses to accept the request, the EMD of the bidder shall not be forfeited.

**31. Period of validity of the bid price:**

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

**32. Earnest Money Deposit (EMD):**

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

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

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

32.4 The EMD may be forfeited:

- (a) if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer on the Bid Submission Form, except as provided in Instructions to Tenderers; or
- (b) if the successful Tenderer fails to:
  - (i) sign the Contract in accordance with Instructions to Tenderers;
  - (ii) furnish a Performance Security in accordance with Instructions to Tenderers ;

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

**34. Withdrawal, Substitution and Modification of Bids**

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

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

**35. Confidentiality**

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

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

## E. Submission and Opening of Bids

36. The following are to be submitted:

**i) Non statutory documents to be submitted under My Document**

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

**Guidelines for uploading documents in My Document:**

| Sl. No. | Category Name | Sub - Category Name | Document Name  |
|---------|---------------|---------------------|--|
| 1       | CERTIFICATES  | CERTIFICATES        | a) PAN Card<br>b) 15 – digit Goods and Services Taxpayer Identification Number (GSTIN)   |
| 2       | CREDENTIAL    | CREDENTIAL          | Performance Statement Form (For the period of last three calendar years ending December 2021) – Form 7 of Section V<br>1. Submitted document should be supported with Work order / supply order copy<br>2. Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility) against the work order<br><br>OR<br><br>Proof of payment against supply and installation against the work order<br><br>that the bidder have supplied medical equipment in Hospitals in India during the last 3 (three) calendar Years |
| 3       | DECLARATION   | DECLARATION 1       | Income Tax returns for assessment year (2018-19, 2019-20, 2020-21)   |
|         |               | DECLARATION 2       | Tender Form as per Form 1  |
| 4       | EQUIPMENT     | MACHINERIES         | Manufacturer's Authorization (If applicable) as per Form 5 of Section V  |

**(ii) Statutory Documents**

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

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

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

|   |  |
|---|--|
| 1 | Model of the equipment offered for <b>(Self Declaration)</b> with Technical Data Sheet |
| 2 | Comparative Data Table of the Technical Specifications (Form No. 4 of Section V)       |
| 3 | 1 set of Brochure of the offered product / model.                                      |



|   |   |
|---|---|
| 4 | European CE (4 digit notified body)/ US FDA/ BIS standard   |
| 5 | Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any]   |
| 6 | Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2018-19, 2019-20, 2020-21) (in INR) - to be certified by practicing Chartered Accountant as per format given in <b>FORM 9</b> |
| 7 | <b>Form 10:</b> Declaration of Quality Certification of Equipment (as applicable)   |

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

**iii) BID – C [Bill of Quantity (BOQ) and Prices for Consumables & Spares]**

BOQ shall contain the financial quotes in respect of

- (a) **Base Price of Equipment (BP):** includes value of goods, accessories & ancillaries, freight charges, installation, commissioning, end user training as many number of times as required during the period of warranty and any other charges as applicable excluding GST. Applicable GST will be paid as extra.
- (b) Cost of Consumable items which would likely to be procured in staggered manner or as per requirement of the end user for next 5 years.

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

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

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

**Comprehensive Maintenance of Equipment**

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

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

| Equipments    | Mandatory preventive Maintenance Service (PMS) visit per year |     | Remarks  |
|---------------|---|-----|--|
|               | Warranty  | CMC |  |
| For all items | 2   | 2   | 1. Supplier/ authorised service provider must attend all breakdown calls during warranty / CMC period.<br>2. The supplier should provide Preventive Maintenance Services (PMS) yearly / bi - yearly / quarterly in equal interval to fulfill the |

| Equipments | Mandatory preventive Maintenance Service (PMS) visit per year |     | Remarks   |
|------------|---|-----|---|
|            | Warranty  | CMC |   |
|            |   |     | minimum number of mandatory PMS as recommended in the previous column during warranty / CMC period.<br>3. The preventive maintenance includes testing & calibration as per technical / service / operational manual, spares, all software updates and labour. |

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

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

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

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

- (iii) Breakup for Duties and Taxes (as per Form 7 of Sec V for equipment.
- (iv) Cost of Consumables & Spares as per Form 8(a) and 8(b).

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

***N.B.***

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

## F. Evaluation and Comparison of Bids

### 37. Evaluation of Bids

#### (A) Technical Evaluation

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

- i) **Scrutiny of Form 1 (NIT Acceptance Form) duly notarized**
- ii) **Scrutiny of documentary evidence as per Form 2: Check-list, Section V of Bid document submitted by the Tenderers**
- iii) **Evaluation of Spec indicator:**

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

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

**A bidder will be considered technically qualified if,**

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

#### B. Financial Evaluation

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

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

### 38. Responsiveness of Bids

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

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

- (a) Affects in any substantial way the scope, quality, or performance of the goods and related services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, **WBMSCL's** rights or the Tenderer's obligations under the Contract; or

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

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

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

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

**39. Examination of Terms and Conditions and Technical Evaluation**

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

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

**40. Domestic Preference**

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

**41. Financial evaluation**

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

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

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

## G. Award of Contract

### 42. Award Criteria

- 42.1 In the event of a Contract award, WBMSCL shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
- 42.2 Before the award of Contract, WBMSCL may inspect the manufacturing facilities of the lowest evaluated responsive Tenderer to assess his capability to successfully perform the Contract as per the terms and conditions specified in the NIT.

### 43. WBMSCL's right to vary quantities

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

### 44. Publication of Award of Contract

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

### 45. Signing of Contract

- 45.1 Prior to the expiry of the period of bid validity, WBMSCL shall issue Award of Contract (AOC). The draft agreement will be sent to the successful Tenderer along with the AOC and Special Conditions for Goods, if any.
- 45.2 Within 14 (fourteen) days of receipt of the AOC, the successful Tenderer shall sign and return the agreement to WBMSCL along with the required value of Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL

### 46. Performance Security

- 46.1 Within 14 days of receipt of the AOC from WBMSCL, the successful Tenderer, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL in accordance with the GCC, using for that purpose the Performance Security Form included in Section VI, Contract forms, or another Form acceptable to WBMSCL. WBMSCL shall promptly discharge the Bid Securities of the unsuccessful Tenderers pursuant to Instructions to Tenderers.
- 46.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL and sign the agreement within 14(fourteen) days of issue of AOC shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

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

## Section II. General Conditions of Contract

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

### 1.

#### **APPLICATION AND LEGAL STATUS OF THE PARTIES:**

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

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

#### 1.1

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

### 2.

#### **DEFINITIONS:**

#### 2.1

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

#### 2.2

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

### 3.

#### **CONTRACT PRICE;**

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

## 4.

### PACKAGING OF THE GOODS:

4.1

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

## 5.

### TRANSPORTATION AND FREIGHT:

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

## 6.

### DELIVERY OF GOODS:

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

## 7.

### INSPECTION OF THE GOODS:

- 7.1 All goods may be subjected to inspection and testing by FIRST PARTY or its designated representatives at all times and places including the period of manufacture and in any event prior to final acceptance by FIRST PARTY.
- 7.2 Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the SECOND PARTY of any of its warranties or the performance of any obligations under the Contract.
- 7.3 **For goods supplied from within or outside India.**
  - a) For goods supplied from within or outside India, Purchaser retains the right to perform pre-shipment inspection at the manufacturer's premises and an independent quality control laboratory testing **at its own cost.**

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

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

**8.**

**ACCEPTANCE OF GOODS:**

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

**9.**

**REJECTION OF GOODS:**

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

**10.**

**TITLE:**

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

**11.**

**PERFORMANCE SECURITY:**

- 11.1 Within 14 days of receipt of the AOC from WBMSCL, the successful Tenderer, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL **as per table 6, Performance Security (PS) at Section I: Instructions to Tenderers under sub-section A. Important information at a glance** for an amount of 10% of the Contract Price (bid value )in full or in parts, valid up to 60 days after the date of completion of all contractual obligations, till the last date of warranty obligations.
- 11.2 Banks issuing Performance Securities must be acceptable to the FIRST PARTY, i.e. they have to be scheduled commercial banks.
- 11.3 Discharge of the Performance Security shall take place upon expiry of the Performance Security or the completion of all contractual liabilities of the Supplier as per as per table 6, Performance Security (PS) at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.



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

## 12. WARRANTIES:

### 12.1 Goods Warranties:

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

- 12.1.1 The Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known in writing by FIRST PARTY to the SECOND PARTY and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;
- 12.1.2 If the SECOND PARTY is not the original manufacturer of the Goods, the SECOND PARTY shall provide FIRST PARTY with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided hereunder;
- 12.1.3 The Goods are of the quality, quantity and description required by the Contract;
- 12.1.4 The Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets.
- 12.1.5 Unless otherwise indicated in the Technical Specifications, this warranty shall remain valid for 2 (two) years after the Goods have been commissioned at the final destination indicated in the Contract subject to issue of certificate regarding date of commissioning issued by the consignee.
- 12.1.6 During the warranty, free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier during the period of warranty.
- 12.1.7 If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 12.1.8 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods and services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

- 12.1.9 The supplier shall be responsible and shall indemnify on account of any emission or radiation that may cause harm to the user of the supplied product.
- 12.1.10 The supplier shall visit each installation site as recommended in the manufacturer's technical/ service operational manual, but **at least once in three months** during the warranty period for preventive maintenance.
- 12.1.11 The Goods shall be new and unused. The SECOND PARTY shall remain responsive to the needs of FIRST PARTY for any services that may be required in connection with any of the SECOND PARTY's warranties under the Contract. All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by the Consignee in accordance with the Contract. During any period in which the SECOND PARTY's warranties are effective, upon notice by FIRST PARTY that the Goods do not conform to the requirements of the Contract, the SECOND PARTY shall replace the defective Goods with Goods of the same or better quality or fully reimburse FIRST PARTY for the purchase price paid for the defective Goods; and if having been notified by any means, the SECOND PARTY fails to replace the defective Goods within 30 days, FIRST PARTY may proceed to take such remedial action as may be necessary, at the SECOND PARTY's risk and expense and without prejudice to any other rights which FIRST PARTY may have against the SECOND PARTY under the Contract. The reasonableness of the period of time granted for remedy is subject to the discretion of FIRST PARTY according to the circumstances of the Contract.

### 13. INDEMNIFICATION:

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

This indemnity shall be limited in respect of making harmless to the FIRST PARTY, the DoHFW and the Government agencies.

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

### 14. LIQUIDATED DAMAGES:

Except under the circumstances of force majeure as described, if the SECOND PARTY fails to deliver any or all of the Goods by date(s) of delivery

as per conditions of the contract, FIRST PARTY may, without prejudice to any or all its other remedies under the contract, deduct from the contract price, as per **table - 9 Liquidated damages for delayed delivery / delayed setting up of Services at Section I: Instructions to Tenderers under sub-section A. Important information at a glance**

15.

**BLACKLISTING:**

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

16.

**PENALTY FOR DEFAULT:**

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

16.1

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

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

17.

**CHANGES IN QUANTITY:**

FIRST PARTY reserves the right to increase the quantity in case of need / or to decrease the quantity of goods and related services originally specified in

Section IV, Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the Bid Documents.

**18. TERMINATION FOR CONVENIENCE:**

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

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

**19. TERMINATION FOR DEFAULT:**

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

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

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

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

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

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

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

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

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

**20. CONSEQUENCES OF TERMINATION:**

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

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

20.1.2. Place no further orders for Goods or other materials, except as FIRST PARTY and the SECOND PARTY agree in writing are necessary to fulfil any

- outstanding order or to complete any portion of the Contract that has not been terminated;
- 20.1.3 Transfer title and deliver to FIRST PARTY any Goods remaining to be delivered as stipulated in the notice of termination; and
- 20.1.4 Take any other action that may be necessary or that FIRST PARTY may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the SECOND PARTY and in which FIRST PARTY has or may be reasonably expected to acquire an interest.
- 20.2. In the event of any termination of the Contract, FIRST PARTY shall not be liable to pay the SECOND PARTY except for those Goods delivered to FIRST PARTY in accordance with the requirements of the Contract, but only if such Goods were ordered, requested or otherwise provided prior to the SECOND PARTY's receipt of notice of termination from FIRST PARTY.

## **21.**

### **CONFIDENTIALITY:**

- 21.1 FIRST PARTY and the SECOND PARTY, its agents, employees, sub-contractors and servants shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto, in connection with the Contract, whether such information has been furnished prior to, during or following competition or termination of the contract. Notwithstanding the above, the SECOND PARTY may furnish to its sub-contractor such documents, data and other information it received from FIRST PARTY to the extent required for the sub-contractor to perform its work under the contract, in which event the SECOND PARTY shall obtain from such sub-contractor an undertaking of confidentiality similar to that imposed on the SECOND PARTY.
- 21.2 FIRST PARTY shall not use such documents, data and other information received from the SECOND PARTY for any purpose unrelated to the contract. Similarly, the SECOND PARTY shall not use such documents, data and other information received from FIRST PARTY for any purpose other than the performance of the contract.
- 21.3 The obligation of a party under the two foregoing paragraphs shall not apply to information that:
- 21.3.1 Now or hereafter enters the public domains through no fault of that party;
- 21.3.2 Can be proven to have been possessed by that party at time of disclosure and which was not previously obtained, directly, from the other party, or
- 21.3.3 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

## **22.**

### **FORCE MAJEURE:**

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

of raw materials, power cut, workers unrest (even if wide spread) will not constitute force majeure under the contract.

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

22.3 If an event of force majeure exists and the SECOND PARTY fails, within seven (7) days of such event to give notice in writing to FIRST PARTY and if the SECOND PARTY is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, FIRST PARTY shall have the right to suspend or terminate the contract on the same terms and conditions except that the period of notice shall be seven (7) days. In any case, FIRST PARTY shall be entitled to consider the SECOND PARTY permanently unable to perform its obligations under the contract in the case of the SECOND PARTY's suffering any period of suspension in excess of ninety (90) days.

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

## **23. SOURCE OF INSTRUCTIONS:**

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

## **24. BENEFITS, CORRUPTION AND FRAUD:**

- 24.1 The SECOND PARTY warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the contract or the award thereof to any representative, officials, employee, or other agent of FIRST PARTY or any official of the Health & Family Welfare Department, Government of West Bengal or any organization engaged in the procurement process whether during the period the contract is in process or before or after the contract is over. The SECOND PARTY acknowledges and agrees that any breach of this provision is a breach of an essential term of the contract as specified.
- 24.2 Corruption means the offering, giving, receiving or soliciting of, directly or indirectly, anything of value to influence the action of any FIRST PARTY representative, official, employee or agent of FIRST PARTY or any official of the Health & Family Welfare department, Government of West Bengal or any organization engaged in the selection process or in the execution of the contract.
- 24.3 Fraud means a misrepresentation or omission of facts in order to influence the selection process or the execution of the contract.

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

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

## **26. ASSIGNMENT:**

- 26.1 The SECOND PARTY shall not, except after obtaining the prior written approval of FIRST PARTY, assign, transfer, pledge, or make any other disposition of this contract or any part hereof or of any of the SECOND PARTY's right or obligations hereunder, except with the prior written authorization of FIRST PARTY. The SECOND PARTY may assign or otherwise transfer the contract to the surviving entity resulting from a reorganization of the Party's operations.
- 26.2 Prior to the written approval of FIRST PARTY, the SECOND PARTY shall promptly notify FIRST PARTY of such assignment at the earliest opportunity subject to the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the contract and such writing is promptly provided to FIRST PARTY following the assignment or transfer and FIRST PARTY finds that the SECOND PARTYs has the financial and technical capacity as laid down in the tender document to carry out the assignment provided that:
- 26.2.1 Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and
- 26.2.2 Such reorganization arises from sale, merger, or acquisition of all or substantially all of the SECOND PARTY's assets or ownership interest; and

- 26.2.3 Such reorganization is not taking place with any of the Tenderer who had participated in the Tender or who will be deemed to have conflict of interest as defined in the tender documents process for the same tender.
- 26.3 However, should the SECOND PARTY become insolvent or should control of the SECOND PARTY change by virtue of insolvency, FIRST PARTY may, without prejudice to any other right or remedy, terminate this contract.
- 27. AMICABLE SETTLEMENT:**  
When a dispute arises under this agreement, the parties shall make all reasonable efforts to resolve through good faith negotiation, failing which they will attempt at dispute resolution with the intervention of the Principal Secretary, the DoHFW, GoWB
- 28. ARBITRATION:**  
28.1 Except for a dispute in connection with termination in which respect the decision of FIRST PARTY shall be final, any dispute between the parties arising out of or relating to this agreement which cannot be resolved through good faith negotiation shall be settled in arbitration, in terms of the provisions of the Arbitration and conciliation Act-1996(no.26 of 1996). The arbitration hearing shall be held in Kolkata only. The award of the arbitrator (s) shall be binding on both the parties. The cost of arbitration shall be borne by the respective parties.
- 28.2 Pending the submission of and / or decision on a dispute, difference or claim, or until the arbitral award is published, the party shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.
- 29. COURT OF LAW:**  
In case of any dispute in between the parties, the matter will be settled in appropriate Court of Law within Kolkata Jurisdiction.
- 30. QUALITY OF EQUIPMENT:**  
The equipment should have compliance with CE (European Conformity) standards & safety. In case the name of the offered model is not under the scope of the certification, the bidder will submit a notarized declaration in the format given in FORM 11: Declaration of Quality Certification of Equipment



## Section III. Special Conditions of Contract

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

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

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

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

## Section IV. Schedule of Requirements

### Contents

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

# 1. List of Consignee

| Schedule                       | ITEM   | Total Quantity<br>(in number) | Consignee List               |
|--------------------------------|--|-------------------------------|------------------------------|
| Physical Medicine              |  |                               | IPGME&R and SSKM<br>Hospital |
| 1                              | Tilt Table   | 1                             |                              |
| 2                              | CPM Lower Limb   | 1                             |                              |
| 3                              | Nerve Stimulator   | 1                             |                              |
| 4                              | Robotics hand trainer  | 1                             |                              |
| 5                              | NCV EMG with VEP   | 1                             |                              |
| 6                              | BWST   | 1                             |                              |
| 7                              | Motorised Wheelchair   | 1                             |                              |
| 8                              | Standing Wheelchair  | 1                             |                              |
| Occupational Therapy Equipment |  |                               |                              |
| 1                              | Arm Egometer   | 1                             |                              |
| 2                              | Horizontal Standing unit   | 1                             |                              |
| 3                              | Steel peg board Activity / Magnetic Peg Board                                  | 1                             |                              |
| 4                              | Supinator Pronator Unit  | 1                             |                              |
| 5                              | Various Shape / Size Wooden Pegs   | 1                             |                              |
| 6                              | ADL training board   | 1                             |                              |
| 7                              | MINNESOTA MANUAL DEXTERITY TEST (In place of Multi Activity Work Station )     | 1                             |                              |
| 8                              | Rods and Beads Activity  | 1                             |                              |
| 9                              | Wrist Rollator   | 1                             |                              |
| 10                             | Linear Motion Tester with Audio feed ( loop and wire activity with Audio feed) | 1                             |                              |
| 11                             | Bolster  | 4                             |                              |
| 12                             | Gym Ball ( Small, Medium, Large)   | 4                             |                              |

|    |  |   |  |
|----|--|---|--|
| 13 | Hand Evaluation Kit (Hand Dynamometer, Pinchometer, Finger Goniometer) | 2 |  |
| 14 | Finger Prehnsion / Dexterity Activity                                  | 2 |  |
| 15 | Balance Board  | 2 |  |
| 16 | Inclined Bilateral Standing Unit                                       | 1 |  |
| 17 | Phyactic Balance Board   | 1 |  |
| 18 | Dynamic Stair Case   | 1 |  |
| 19 | Standing Frame   | 2 |  |
| 20 | Mirror Box Therapy Unit  | 2 |  |
| 21 | Fluidotherapy Unit   | 1 |  |
| 22 | C P Corner Chair   | 3 |  |

**Please note:**

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

# **TECHNICAL SPECIFICATION**

## **1. ELECTRIC TILT TABLE**

1. The unit should have electric height and tilting operation with hand switch control.
2. The unit should have safe working load and lifting capacity upto 225 kg.
3. The unit should have height adjustment from 47 to 100 cm.
4. The unit should have adjustable angle dual foot boards with positive and negative (+ 15° to -30°).
5. The unit should have adjustable angle backrest facility with anti trap design (0 to +75°).
6. The unit should have tilting upto 90° from horizontal.
7. The unit should have 195 cm – 200 cm X 68 cm – 70 cm (Length x Width)
8. The unit should have electric height and tilting operation with hand switch control.
9. The unit should have large wheel design, with central locking & steering facility.
10. The unit should have fitted Tilt angle inclinometer as standard.
11. The unit should have lowers to wheelchair height for ease of patient transfer.
12. The unit should have split leg divided into 2 parts with locking facility.
13. The unit should be supplied with patient worktable, handgrips, Set of 3 nos. Harnesses, battery backup, hip-leg stabilizers, and head support cushions of same manufacturer.
14. The unit should have European CE / TUV certification according to MDD/93/42/EEC
15. It works on 220-230V AC/50 Hz.

## **2. CONTINUOUS PASSIVE MOTION FOR LOWER LIMBS**

**The unit should have the following features:**

1. Knee and Hip mobilization
2. Ankle Mobilisation is must in the same unit.
3. Digital operating panel with LCD display.
4. Should have Memory Card for storing the personalised patient programs for repeated use.
5. Should have speed control during Flexion /Extension.
6. Should have Force control.
7. Should have Work time control.
8. Facility to adjust automatic increase in Extension range.
9. Facility to adjust automatic increase in Flexion range.
10. Pause during flexion/ Extension.
11. Warm Up Cycles.

12. The unit should have got functional panel on the unit only and not on the patient stop switch or remote control for patient safety.
13. Knee range of movement:  $0^{\circ}$ –  $135^{\circ}$
14. Ankle range of movement in passive:  $20^{\circ}$  –  $0^{\circ}$  –  $40^{\circ}$
15. Hip range of movement (mid limb):  $7^{\circ}$  – $135^{\circ}$
16. The unit should have international quality standard like US FDA / European CE Certification
17. Should be supplied with voltage stabiliser of required rating.

### **3. Peripheral Nerve Stimulator**

The nerve stimulator should be a compact device allowing nerve localisation by the emission of a low intensity electric current.

The device should have the following characteristics

1. Easy identification of the intensity of the electric stimulus with the help of a clear digital display with a large screen for easy reading and an audio indicator with several tones to allow audio detection of the intensity delivered via the needle.
2. Easy programming for the various options to deliver electric current through needle
3. Predefined settings for pulse duration
4. Ergonomic shape allows easy handling
5. Display should be easy to read even in poor light conditions
6. Multiple choices through which the intensity of electric current to be delivered is set
  - a. Rotating button allowing rapid adjustment.
  - b. Lateral button for sterile use
7. Device should be safe to use with
  - a. Continuous control of the electric current which is being delivered with screen indicator to show if there is any mismatch between the current settings and the current being actually delivered
  - b. Alarm should be there to indicate low battery or a break in the circuit
8. There should be a button to reset the current to zero while preserving the parameters selected
9. The display system should show increments of 0.02 mA when the current goes below 0.5 mA
10. Technical specifications
  - a) Dimension :
    - (i) Length- 190-220 mm
    - (ii) Width –At its maximum 90-100 mm, at its minimum 55-60 mm
    - (iii) Height- at its maximum 35-40mm , at its minimum 20-25mm
  - b) Pulse frequency selections : 1 Hz , 2 Hz ,4Hz
  - c) Pulse width selections: 50 microseconds, 100 microseconds, 300 microseconds



- d) Increments : 0.1 mA if current delivered is above 0.5 mA and 0.02 mA if current delivered is below 0.5 mA
- e) Maximum intensity or charge: at 50 microseconds upto 6 mA  
     : at 100 microseconds upto 5 mA  
     : at 300 microseconds upto 4 mA
- f) Preferably 9 V detachable / AAA battery

#### **4. Robotic Hand Trainer**

- This should be complete Robotic Device for functional rehabilitation of both hands and fingers,
- Must be suitable for both adults and children.
- One device should include the main unit, 1 Sensor gloves KIT, storing
- Space for sensor gloves, electronic wiring kit, silicone brace and at least six gloves set of different sizes, height adjustable ergonomic table with computer system and dynamic arm supports (DAS), with splints for wrist, kit of objects with accessories, a colour printer and related software license.
- The unit should be height adjustable and armrest should be adjustable to partially or totally compensate the weight of the arm in order to allow it to float freely.
- Dimensions of table should be approximately 160 cm X 90 cm.
- Power input should be 220V, 50-60 Hz AC.
- The system should have integrated software and exercise program and protocol to mobilize passively the finger joints (all the combination of flexion- extension and all pinches) as well as allow and encourage patient's active movement.
- It should help the patients to perform functional exercises like grasping, picking, reaching etc and interact with real objects. It should offer neuro cognitive exercises to train selective attention, divided attention, problem solving, memory, and shifting and visuo-spatial schemes.
- The system should be able to show the patient how to do a functional work through video preview and help to perform the same task. This must be able to stimulate neural plasticity through 3D/2D animation and audio effects linked to the movement.
- The robotic gloves should be able to provide assistance if the patient is unable to do the exercise.
- The Glove should be able to move the impaired hand when the patient moves the healthy hand to act as a similar movement. The mirror motor mechanism should offer two moving 3D/2D hands and the execution of bilateral functional tasks with real objects to amplify the stimulation of the cortical areas of the brain
- The device should allow performing therapy to different type of patients in different positions like sitting and standing.
- The system should have International Safety standards CE/US FDA/BIS Certificate
- Warranty should be of live (02) years

#### **5. NCV EMG with VEP**

This EMG-NCV machine for Neuro-rehabilitation with following technical specifications:

1. No. of channel: 4 or more
2. Sensitivity range in  $\mu\text{V}/\text{div}$  : 1-2  $\mu\text{V}$  or more
3. Sensitivity range in  $\text{mV}/\text{div}$ : 1-5  $\text{mV}$  or more
4. Sweep speed  $\text{ms}/\text{div}$  in steps: (1 - 750) or more
5. Input impedance in  $\text{M ohms}$ : 100 or more
6. Noise in  $\mu\text{V RMS}$ : 0.75 or less
7. Average (BAER) Per channel: 2500 or more
8. Electrical range: 0 -100  $\text{mA}$  or more
9. Duration of electrical stimulation: 0.05 - 1.0  $\text{ms}$  or more
10. Repetition rate of electrical stimulation: 0.5 - 30 per second or more
11. Auditory Frequency: 250 - 8000  $\text{Hz}$  or more
12. White noise Contra lateral masking in  $\text{dB}$  normal hearing level 0 - 50 or more
13. intensity of click stimulation in normal hearing level 0 -110  $\text{dB}$  or more and Standard Pressure Level 30 -140  $\text{dB}$  or more
15. A/D Converter in bits 16 or more
16. MUST HAVE OS Platform (windows 7 / WINDOWS 8 I XP), High cut and low cut filter, Impedence check, Simultaneous acquisition in all 4 channels during EMG test, Sweep speed and sensitivity can be changed after acquisition, Screen separator for viewing M and For H waves side by side
17. User programmable rates for all stimulator
18. Speaker sound can be stored and can be played on a multimedia
19. Split screen facility, reviewing EMG data with raster, F wave separator, Pediatric shock stimulator, LED GOGGLES & FLASH
20. EMG trigger, Electrical Stimulator, Adult and pediatric Headphone, Auditory stimulus
21. Video monitor facility for changing checker board size
22. Facility of flash mode, setting, averaging, latency intensity graph
23. List of muscles for easy selection
24. Facility of online guide to locate various muscles and nerves
25. Click duration in 100  $\mu\text{s}$  square wave
26. Square size of 4 to 30 or more
27. 13 or more difference check sizes to be viewed in 9 or more difference field
28. H Reflex, Blink Reflex Facility, Repetitive Stimulation, Necessary trolley
29. Online UPS (30 minutes backup) of appropriate capacity for the entire system
30. Surface electrode - 10 pair
31. Stimulating bar electrode and felt stimulation pads - 1 no.
32. Ring electrode - 2 pair
33. Ground electrode with cable (paediatric) - 1 nos.
34. Ground electrode with cable (adult) - 1 nos
35. Disposable concentric needle electrode - 25 pcs
36. Adapter for needle electrode connection - 1 no.
37. Adapter for disposable electrodes connection should be provided (20cm) - 2 pcs
38. Jumper Electrode - 4 pcs
39. Skin Preparation gel - 10 nos.
40. Conductive paste - 10 nos.
41. Selected bidder should construct necessary proper earthing at the space identified by the authority

42. Should supply colour printer for printing of graphics and
43. reports in A4 size paper facility
44. Quality Standard and safety Certification
45. US FDA/ European /CDSCOS

## 6.BWST

This Body Weight Supported Treadmill instrument for Neuro-rehabilitation  
with following technical specifications:

1. The treadmill should be useful for adult and pediatric patients.
2. Windows CE operating system for enhanced software graphics audio and connectivity capabilities.
3. Instrumented Walking Surface for biofeedback
4. Treadmill should always stand at 0 mph with 0.1 mph speed increments.
5. Should have speed range of: Forward: 0 -15 km/h.
  - i) Reverse: 0-2 mph in 0.1 mph increments.
  - ii) Gait training mode speed limited to 5 km/h
6. Should have elevation range of 0 -10% grade and have exact-Track Belt to eliminate belt shift and tracking problems and a minimum of 2 HP modulation control power motor.
7. Walking Area should not be less than 150 x 45 cm.
8. Should have visual prompts to provide corrective action and positive reinforcement.
9. Footfall Targets should be normalised to limb length for accurate step cycle sequencing.
10. Should have Equate Belt Speed to match a patient's individual step cycle and display Total Time, Average Walking Speed, Total Distance and Steps, Average Step Length, Step Length Variability, Time of each foot.
11. Providing normative data for comparison to healthy population on the basis of age and gender.
12. Should have facility for heart rate monitoring through contact hand grips and wide colour touch screen display of size minimum 8 inch and facility to store and print the test & training data with Printer and Printer Stand.
13. The unit should have dynamic suspension system to maintain consistent unweighing during walking or running with unique integral lift mechanism to assist patients from the seated position.
14. The unit should have an open frame design to accommodate all type of patients and to have an unobstructed forward view for the patients.
15. The unit should have display the readout quantifies unloaded weight and hand held remote for height and Unweighing load adjustment with open unobstructed frame to allow clinician easy access to manually assist placement and timing of the lower extremities.

16. The unit should have large, easy roll locking casters removable arm supports. One system that can accommodate children to adults and provide approx, 60-65 kg unweighing capacity.
17. The unit should have a user capacity up to 150-160 kg and a vertical adjustment of 50 inch.
18. The unit should have auto unload feature to compensate for movement due to slippage or posture changes.
19. The unit should have choice of support vests accommodates all size patients and have universal support vest that accommodates chest sizes of 65 to 140 cm.
20. Vender should be supplied with Pediatric belt
21. The unit should have international safety standards IEC60601-1; EMC to 60601-1-2.
22. Should have international safety standards USFDA/European CE

## **7. ADULT POWERED WHEELCHAIR**

To improve mobility of cervical spinal cord injury, multiple sclerosis, severe motor neuron disease patients etc. The powered wheelchair as per following specification should be provided:-

1. Electric Wheelchair should be lightweight.
2. Should have sturdy frame.
3. Should have removable and ergonomically designed arm rest for easy transfer and maneuverability.
4. Should have built-in self-diagnostics check basic functions every time you power up with malfunction trigger that automatically triggers alarm in case of any malfunction.
5. Should have padded, breathable ballistic nylon backrest.
6. Should have two high-torque motors.
7. Should have brake release levers.
8. Should have double bearing caster wheels.
9. Should have steel forks.
10. Should have fibre glass reinforced nylon leg-rests.
11. Should have connectionless battery boxes.
12. Should have super responsive digital joystick controller.
13. Weight carrying capacity should be at least 130kg (+/-10 Kg)
14. Dimension should be as below
  - a. Width of Seat: 460 mm (+/- 5 mm)

- b. Depth of Seat: 395 mm (+/- 5 mm)
- c. Seat to floor height 460 mm (+/- 5mm)
- d. Turning radius: <40 inch
- e. Maximum speed: 5 mph
- 15. Should have Lithium ion Battery with warranty.

## **8. STANDING WHEELCHAIR:**

- 1. User Weight Capacity Up to 110 kg
- 2. Operating System Smooth hydraulic
- 3. A one-time fitting ensures optimal operation and a comfortable user experience Main Feature
- 4. Adjustable rear wheel position for smoother propulsion Main Feature
- 5. Gas spring, adjustable to user's weight, enables smooth transition from sitting position to standing position Main Feature
- 6. Standing angle of 75° Main Feature
- 7. Longer wheel base ensures stability in standing position Main Feature
- 8. Easy and smooth to manoeuvre Main Feature
- 9. Portable. Can be transported in an auto, bus or train, if necessary Main Feature
- 10. Safety features to avoid accidental standing Main Feature
- 11. Rugged suitable for outdoor use Operating Display HMI touch screen display
- 12. Noise Level Up to 80 dbA IP
- 13. Protection Class IP54
- 14. Working Hours 24 hours per day

## **OCCUPATIONAL THERAPY EQUIPMENT PMR DEPARTMENT**

### **SL No. 01: ARM ERGOMETER**

- 1. Electrically powered device used to develop upper limb movements can also run without electric source.
- 2. Electrical power source 220 V
- 3. Two hand held pedals with adjustable straps.
- 4. High Definition Oversized LCD Display Easy to Read.
- 5. Display Data Including Peaks & Average Speed, Time, Distance, Calories, & Pulse should be mentioned.
- 6. Various programs modes with resistance, assistance should be present.

### **SL No .02: HORIZONTAL SANDING UNIT**

- 1. A wooden sanding top based activity used for functional development of upper limb.

2. Dimensions Minimum L 46" x B 30" x H 30".
3. A Wooden Sanding Top is fitted on a tubular frame,
4. Should have two cut for two patients.
5. Consists of two sanding blocks and four elastic straps.
6. One side fitted with bar to attach elastic straps for resistive exercises.

### **SL No. 03. : STEEL PEG BOARD ACTIVITY/MAGNETIC PEG BOARD**

1. A therapeutic table top based activity for functional development of hands.
2. Dimension Minimum: 7" X 5" board
3. Magnetic Slots for insertion of the square/round pegs.
4. All magnetic slots should have different resistive values.
5. All Stainless Steel pegs are with magnetic base and numbered on the top.
6. Stainless steel pegs are of different shapes

### **SL NO. 04 : SUPINATOR PRONATOR UNIT**

1. A table top based unit used to development and maintain movements of wrist and superior radio-ulnar joints.
2. Aluminum made Holler mounted on the laminated board.
3. Roller must have minimum diameter ranging between 30mm - 50mm
4. Fitted with Adjustable Resistance Control mechanism from Zero to Maximum.
5. Two hand grips on both ends of tube should be present with non-slippery grip.

### **SL NO. 05 : MULTI -SHAPED PEG BOARDS.(VARIOUS SHAPE/SIZE WOODEN PEGS)**

#### **A. Square Peg Board (20pegs)**

1. Used for Hand Function development activity.
2. Square pegs are easier for the patient to handle but are slightly more difficult to place.
3. The laminated board having 25 holes of 30 mm square size.
4. Twenty, 150mm high square pegs to fit in.
5. Wooden pegs are painted in four different colours.

#### **B. Round peg board:**

1. It consists of a 10 X 12 inch board with round slots for peg insertion.
2. The pages are minimum 2.4cm diameter and 9 cm in length.
3. All pegs are painted in 5 different colours.
4. The pegs should be such that it can be used easily by all age groups.
5. All pegs are wooden finished in different colours.

#### **C. Graded Square peg board (25 pegs) :**

1. Used for stimulating size and depth perception on advanced level.

2. The laminated board is of dimension length 18"X breath 12".
3. Board should having 25 square pegs.
4. Five each graded in 5 heights.
5. Five rows of each size.
6. Each size painted in a different colour.

#### **D. Cylindrical peg board:**

1. This activity helps in hand function development and colour perception training.
2. 24 cylindrical pegs are painted in multiples of four so that each colour can be matched several times.
3. Laminated Board is 9 X 15" in dimensions.
4. Cylindrical peg height minimum 3-4 inches.

#### **E. Pegs 8 Shapes:**

1. Used for development of eye hand co-ordination and basic sorting skill.
2. Laminated board of 35cm X 15cm size
3. The board is fitted with 4 inserts on which to fit 4 sets of laminated and smoothly painted geometrical shapes.
4. Geometrical shapes of minimum 20 mm thickness.
5. Comes with 4 sets each of circle, square, rectangular and triangle shapes.

### **SL NO.06: ADL TRAINING BOARD:**

#### **A. Door latch frame set**

1. This frame set to helps to develop dexterity and ADL skills.
2. Should have minimum six laminated doors, opening in different direction.
3. Each door to open into a shelf where a reward or toy can be kept.
4. Common hardware of different designs, used to familiarise patient.
5. Size of laminated unit approximately L26"x B18"x H5".

#### **B. Electro-equipment frame set**

1. The frame set is used to familiarise and improve I-ADL.
2. There should be different types of switches - Toggle, Piano and turn button to be wired to three coloured pilot bulbs.
3. A push button switch wired to a call bell.
4. All the Switches operate on 220 V.A.C current sources.
5. The unit is finished in a laminated box of size 15"x 10"x5 approx.

### **SL NO 07 : MINNESOTA MANUAL DEXTERITY TEST.**

1. Minnesota manual dexterity test is a standardised test measuring capability for simple eye-hand-finger movement, speed and dexterity.
2. Five sub-tests include: placing, turning, displacing, one-hand turning, and two hand

- turning and placing can be done.
- 3. Flexible metal frame with 60 inserts.
- 4. Should have 60 same sized standardized cylindrical pegs.
- 5. A plastic carrying case for smooth transportation.
- 6. Standardized test battery booklet should be present along with the kit.

#### **SL No. 08 : RODS AND BEADS ACTIVITY**

- 1. A table top based activity used for hand function retraining and eye- hand co-ordination improvement.
- 2. Laminated rectangular wooden box consisting of 10 rod inserts.
- 3. Should have minimum 10 stainless steel rods.
- 4. Minimum 100 multi-coloured beads should be given.
- 5. All the beads are cylindrical in shape.

#### **SL NO. 09: WRIST ROLLATOR**

- 1. This unit is designed to maintain and develop wrist supination and pronation.
- 2. Cast iron wheel of 12" diameter.
- 3. The wheel is mounted on a Laminated wooden base 24" X 6",
- 4. It should have a small adjustable handle fitted to the wheel.
- 5. A knob provided at the back of the wheel to control resistance from zero to maximum.
- 6. Hollowed foam padded platform size 9" X 5" X 6" high fitted with two straps to hold arm
- 7. A small platform is fitted over the base in front of the wheel for wrist circumduction.
- 8. Metal parts are oven baked finish.

#### **SL NO - 10: LINEAR MOTION TESTER WITH AUDIO FEED (LOOP AND WIRE ACTIVITY WITH AUDIO FEED)**

- 1. This instrument is mainly used to measure and retrain control movements of hand along with eye-hand co-ordination.
- 2. A rugged build body with wooden body structure.
- 3. A rod like structure is attached to the body.
- 4. A ring stylus attached to rod like structure.
- 5. The ring stylus Gives feedback in buzzer when comes in contact with the rod.
- 6. Performance, distance, time taken can be measured.

#### **SL NO. 11 : BOLSTER.**

- 1. Single colour heavy duty vinyl structure.
- 2. Minimum LENGTH 2-3feet
- 3. Minimum DIAMETER 8-10inch.
- 4. Maximum Weight capacity 100 kgs



### **SL No 12: GYM BALL**

1. Single colour heavy duty inflatable heavy duty vinyl structure.
2. Minimum Diameter 85 cm.
3. Maximum weight bearing capacity 100 kgs.
4. Must have anti burst technology.

### **SL NO 13 : HAND EVALUATION KIT(HAND DYNAMOMETER,PINCHOMETER , FINGER GONIOMETER)**

1. Kit used for evaluation various mechanical parameters of hand consisting of
  - A. Hydraulic hand dynamometer: High quality cast aluminum model has an adjustable handle that can be placed in FIVE grip positions comfortably fits for all. A sealed hydraulic system registers force from a to 90 kgs.
  - B. Pinch gauge: Measure the tip to tip finger pinch force. Can measure upto 20 kgs of force.
  - C. Finger goniometer: Stainless Steel made around 6" diameter.
  - D. 3 point discriminator: A plastic body structure with stainless steel pins to measure 3 point discrimination.
  - E. Pin wheel: For Sensory examinations.

### **SL NO 14: FINGER DEXTERITY TEST BOARD**

1. It is used for testing and training of finger dexterity.
2. Laminated board has 100 holes to place the pins.
3. Two sets of Stainless Steel Tweezers.
4. A Covered area on one side to keep the tweezers and pins.
5. Should have 100 stainless steel pins.

### **SL NO 15: BALANCE BOARD**

1. This board is used to develop static and dynamic standing balance.
2. The balance board should be minimum 16inch X 16 inch.
3. Anti - slippery matt pasted top wooden board.
4. Two cylindrical curves attached to base of the wooden board.
5. Minimum thickness should be 1-11/2 inch.
6. Minimum weighing capacity: 100 kgs.

### **SL NO 16: INCLINED BILATERAL SANDING UNIT/ RECIPROCAL EXERCISER.**

1. It used to develop and maintain reciprocal upper extremity movements as a whole.
2. Should have two wooden hinged planks.

3. Upper plank's (30 cm minimum wide) angle of inclination can be adjusted from horizontal to vertical.
4. Two pulleys are fitted at the top of upper plank for reciprocal movements.
5. Three sets of sanding hand blocks of different grasp holds should be there.
6. Sanding blocks must create resistance for exercises.
7. Unit is finished in natural wood polish.

#### **SL NO 17: PHYACTIC BALANCE BOARD**

1. Electronic balance board for proprioceptive and balance training with feedback.
2. Minimum dimensions 6x6 inches.
3. Supplied with software to assess and train proprioception and balance.
4. Electronic based sensors attached to the base of the board.
5. Industrial grade plastic build with anti-skid surface.
6. A carrying case/bag for safe transportation.

#### **SL NO 18 : Dynamic Stair Case/Trainer**

1. This device is mainly used for stair case training of individuals.
2. Stair width: Minimum 30 inch
3. Stair height adjustable from 0-6.5 inch( approx)
4. Remote operated with on-board computer attached for feedback and control. S. Minimum Weight Capacity: 300 kgs.
5. Height Adjustable Hand rail.
6. Slope / inclination (adjustable) on one side.
7. Electrical Requirements: 100-240V, 50 / 60Hz,
8. The whole unit is made up of heavy duty stainless steel material.

#### **SL NO 19: Standing Frame**

1. Unit used for developing standing balance and supported standing.
2. Partial metal Steel powder coated adjustable frame with nickel plated pillars.
3. Height of frame can be adjusted according to the patient.
4. Pelvis, knee, ankle straps/locks should be present.
5. Should be balanced with counter-weights to prevent fall.
6. Activity tray is provided with the unit.
7. Supports provided to hold the body properly.

#### **SL NO 20: Mirror Box Therapy Unit.**

1. Unit used for feedback and hand function development of hand.
2. Rectangular box should be minimum 9/1x6/1approximately.
3. Clear Mirror fixed on one side.

4. An aperture or opening of diameter of minimum 6 inch to insert hand must be present.
5. A shutter like mechanism may be present on another site for visible access for therapist.
6. The whole unit is polished wood made.

#### **SL NO 21: Fluidotherapy Unit.**

1. A therapeutic device which uses dry heat and massaging effect of fluidized particles to provide relief from pain and stiffness.
2. The device consists of a cabinet that contains finely ground cellulose particles made from corn cob.
3. The device circulates heated air through the particles, causing them to move like a liquid.
4. The device utilises a electric fan located inside a lid-covered steel cabinet to circulate the hot air.
5. Should have microprocessor based control to control
  - a. Temperature control ranging between
  - b. Air speed control
  - c. Timer/Pre heat set up.
  - d. Modes of action.
6. The cabinet should have lid opening for access limbs.
7. Velcro strapped sleeves attached to lid openings.
8. Powers source 100-240 V.

#### **SL No 22: C P CHAIR ADJUSTABLE.**

1. This chair helps in maintaining sitting position of Cerebral Palsy children.
2. A tubular metal frame powder coated construction.
3. Foam padded back surface and seat with adjusting belts to secure the child in place.
4. Should have adjustable arm support.
5. Should have Adjustable foot rest
6. Should have adjustable and removable activity toy.
7. Should have adjustable neck support
8. Mounted on heavy duty castors with brakes helps to provide mobility as well as maintaining positions.
9. The chair can be converted into a standing frame by removing the seat and the Foot rest.

### 3. STANDARD REQUIREMENTS

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

#### i. QUALITY CERTIFICATION

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

#### ii. WARRANTY

Unless specified otherwise, warranty shall always be for a period of one (1) year from the date of acceptance after commissioning of the goods. During warranty, cost and responsibility of the transport/shifting of the equipment, in case so required for repair, etc, shall be entirely borne by the Supplier, without any liability on the consignee. In case of such shifting of equipment, alternative working equipment shall be first made available to the consignee to avoid any disruption in the clinical work

#### iii. MAINTENANCE

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

#### iv. Labelling & Packing

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

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

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



Procured by :  
West Bengal Medical Services Corporation Limited  
(WBMSCL)

**Reference No. :**

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

#### 4. LIST OF RELATED SERVICES

##### i) Incidental Services

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

- Performance or supervision of the assembly, installation and/or start-up of the supplied equipments
- Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment
- Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied equipments at the time of delivery
- Successful tenderer shall be required to give an undertaking that suitable trained service engineers shall be posted at three places of West Bengal for providing prompt, effective and preventive maintenance during the period of warranty as defined as well as CMC period.
- The Comprehensive maintenance Contract (Including Spare Parts)
  - The Purchaser/ Consignees/ Government of WB, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier at the contracted price.
  - The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the CMC period for preventive maintenance.
- Training of the Purchaser's personnel, on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Good. This must be carried out at the time of commissioning of Equipment.

##### ii) Availability of Spare parts

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

## 5. Inspections and Tests

- a) The Vendor shall get the Goods inspected in the manufacturer's works by a competent authority and submit a test certificate and also a guarantee/warranty certificate that the Goods conform to laid down specifications.
- b) WBMSCL or its representative may inspect and/or test any or all item of the Goods to confirm their conformity to the Contract, prior to dispatch from the manufacturer's premises or at the port of entry.

## Section V. Bidding Forms



# FORM 1

## Tender Form

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

(All the bidders have prepare and submit Form 1)

Date: .....

Bid Reference No.: \_\_\_\_\_, Schedule- \_\_\_\_

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

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

Sir,

I/We, the undersigned hereby accept all the terms and conditions of the Bid Reference No.: **WBMSCL/NIT- 634/2023, dated-30.10.2023** and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to Supply and Commissioning of Medical Equipments for *[Name of the equipment]* for Hospital of the Govt. of West Bengal in conformity with your above referred document.

We also

1. certify that:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
- b) The offered products are in accordance with the required specifications and technical requirements
- c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of **2(two)** year from the date of opening of financial bid in accordance with the Bidding Documents. However, the prices quoted by us and accepted by WBMSCL shall hold good and remain valid for a period of **2(two)** year from the date of opening of financial bid and no additional claims will be made on account of any price variation or fluctuation in market rates. The

rate quoted shall remain binding upon us and may be accepted at any time before the expiration of **2(two)** year.

- d) If our bid is accepted, we will submit a performance security within 14 (fourteen) days of issuance of Award of Contract (AOC) in the prescribed format as given in the bid document.
- e) Our company has been incorporated in accordance with the laws of \_\_\_\_\_ (*insert name of country of incorporation*) and governed by them.
- f) Our Company have commissioned \_\_\_\_\_nos. of the offered model and providing necessary service support to the equipments.
- g) We have never been blacklisted by any Government Department/ Agency in India during the last 5 years.
- h) There is no adverse report against the equipment offered by us in any Government Department / Agency in India.
- i) We will permit WBMSCL or its representative to inspect our accounts and records and other documents relating to the bid submission.
- j) All the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, penalties shall be imposed in terms of the bid document.
- k) We, if selected in the tender, will arrange to maintain 97% service up time i.e. a minimum of 354 days out of 365 days in a year of the offered equipment [*name the equipment*] during the warranty & CMC period.
- l) The time for rectification of the equipment will not be more than 48 hours from the time of the complaint is lodged.
- m) In case the defective equipment is not put back to use beyond 72 hours, we will install alternative equipment for providing uninterrupted service.
- n) The penalty for beyond 72 hours downtime & if standby unit is not provided, will be borne by us in terms of Clause 8. Service Up time in Warranty & CMC mentioned in A. Important information at a glance Under Section I: Instructions to Tenderers of the bid document.

2. understand that:

- (i) Partial or incomplete bid submission will lead to cancellation of our bid.
- (ii) The tender inviting and accepting authority can vary quantity above in case of need / or to decrease the quantity of goods and related services originally specified in Section IV, Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the Bid Documents.
- (iii) The tender inviting and accepting authority reserves the right to reject any

application without assigning any reason.

**Enclose:**

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

Name.....

In the capacity of.....

Signed .....

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

Date.....

## Form 2: CHECK-LIST

[Please fill in and include with your Bid]

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

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

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

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

| Non statutory documents to be submitted under My Document |  |            |                    |        |
|---|--|------------|--------------------|--------|
| Sl. No.   | Activity   | Yes/No /NA | Page No in the Bid | Remark |
| 1   | PAN Card   |            |                    |        |
| 2   | 15 – digit Goods and Services Taxpayer Identification Number (GSTIN)   |            |                    |        |
| 3   | Performance Statement Form (For the period of last three calendar years ending December 2021) – Form 7 of Section V<br><br>1. Submitted document should be supported with Work order / supply order copy<br><br>2. Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility) against the work order<br><br>OR<br><br>Proof of payment against supply and installation against the work order<br><br>that the bidder have supplied medical equipment in Hospitals in India during the last 3 (three) calendar Years |            |                    |        |
| 4   | Income Tax returns for assessment year (2018-19, 2019-20, 2020-21)   |            |                    |        |
| 5   | Tender Form as per Form 1  |            |                    |        |
| 6   | Manufacturer's Authorization (If applicable) as per Form 5 of Section V  |            |                    |        |
| <b>BID - A</b>  |  |            |                    |        |
| Sl. No.   | Activity   | Yes/No /NA | Page No in the Bid | Remark |
| 7   | Earnest Money Deposit (EMD) (Copy of receipt of online submission of EMD)  |            |                    |        |
| <b>BID - B</b>  |  |            |                    |        |
| Sl.   | Activity   | Yes/No/N   | Page No            | Remark |

| No. |  | A | in the Bid |  |
|-----|--|---|------------|--|
| 8   | Model of the equipment offered for <b>(Self Declaration)</b> with Technical Data Sheet   |   |            |  |
| 9   | Comparative Data Table of the Technical Specifications (Form No. 4 of Section V)   |   |            |  |
| 10  | 1 sets of Brochure of the offered product / model.   |   |            |  |
| 11  | CE ("Conformite Europeene") from European Union notified body having 4 digit identification number/ US FDA (as applicable)/CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits/BIS (Bureau of Indian Standards) |   |            |  |
| 12  | Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any]  |   |            |  |
| 13  | Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2018-19, 2019-20, 2020-21) (in INR) - to be certified by practicing Chartered Accountant as per format given in <b>FORM 9</b>                              |   |            |  |
| 14  | <b>Form 10:</b> Declaration of Quality Certification of Equipment (as applicable)  |   |            |  |

## Form 3a: Consignee Receipt Certificate (CRC)

(To be issued by consignee's authorized representative)

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

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

## Form 3b: Satisfactory Installation Certificate (SIC)

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

Bid Reference :

Award of Contract Reference :

Description of Equipment/Service :

Date of Commissioning :

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

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

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

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

The supplier has also submitted the following,

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

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

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

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

Signature with stamp:

Name (in Block) :

Designation :

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

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

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

|  |       |
|--|-------|
| <b>Countersigned by the head of the institute/ hospital:</b> |       |
| Signature  | _____ |
| Name   | _____ |
| Designation with Stamp                                       | _____ |
| Date   | _____ |
| Phone No   | _____ |

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

Name (in Block):

Designation with Stamp:



## Form 4: TECHNICAL SPECIFICATION FORM

### (Technical Compliance Statement)

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

Schedule No. : .....

Equipment: .....

Offered Model: .....

| <i>Sl</i> | <i>WBMSCL's minimum Technical Requirements</i> | <i>Technical Compliance</i> | <i>Remarks</i> |
|-----------|--|-----------------------------|----------------|
| 1         |  |                             |                |
| 2         |  |                             |                |
| 3         |  |                             |                |
| 4         |  |                             |                |
| 5         |  |                             |                |
| 6         |  |                             |                |
| 7         |  |                             |                |

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

YES

NO

ANY DEVIATIONS MUST BE LISTED BELOW:

-----  
-----

## Form 5: MANUFACTURER'S AUTHORIZATION FORM

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

Date:

NIT No.:

To:

MD, WBMSCL

### WHEREAS

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

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

Authorised Signatory of the

Manufacturer\_\_\_\_\_

Name\_\_\_\_\_

Designation with stamp\_\_\_\_\_

Date\_\_\_\_\_

## Form 6: PERFORMANCE STATEMENT FORM

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

Bid no:\_\_\_\_\_

Date of Opening:\_\_\_\_\_

Name of the Firm \_\_\_\_\_

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

Signature and seal of the Tenderer

\_\_\_\_\_

Countersigned by and seal of Chartered Accountant

\_\_\_\_\_  
\_\_\_\_\_

## Form 7: Statement of Breakup of Duties and Taxes for each item

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

## Form 8(a): PRICES FOR CONSUMABLES FOR EACH ITEM

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

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

## Form 8(b): PRICES FOR SPARES FOR EACH ITEM

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

## Form 9: TURNOVER CERTIFICATE

I certify that Average Annual Turnover of *(insert the name of the company)* in India in medical equipment division during the last 3 Financial Years (2018-19, 2019-20, 2020-21) is Rs. .... as per the Audited Accounts of the Organization.

Signature and seal of Chartered Accountant with MRN

\_\_\_\_\_

## Form 10: DECLARATION OF QUALITY CERTIFICATION OF EQUIPMENT

(To Be Notarised)

### AFFIDAVIT

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

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

DEPONENT"

## Form 11: BID SECURITY (BANK GUARANTEE) FORM

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

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of WBMSCL]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

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

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

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

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

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

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

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

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

\_\_\_\_\_  
*[Signature]*

## Section VI. Contract Forms



## Form 1: Performance Security

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

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

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

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

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

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

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

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

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

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

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

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

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

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