



WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED

(wholly owned by Government of West Bengal)

Under Department of Health & Family Welfare

Regd. Address : Swasthya Sathi, Swasthya Bhawan Premises, GN-29, Salt Lake, Sector-V, Kolkata – 700 091

Contact : (033)40340-300/308 ♦ email: info@wbmsc.gov.in / mp@wbmsc.gov.in ♦ Fax-(033)40340400

Memo no. WBMSCL/NIT-32/2021

Date: 08.02.2021

NOTICE INVITING e-TENDER (e-NIT)

(Selection of agency for comprehensive maintenance of Bio-Medical equipment
at the Super Specialty Hospitals (SSHs) of the State of West Bengal)
(submission of Bid through www.wbtenders.gov.in)

The West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Health & Family Welfare Department, Government of West Bengal for selection of agency for comprehensive maintenance of Bio-Medical equipment at the Super Specialty Hospitals (SSHs) in the State of West Bengal for a period of 3 (three) years which may be extended upto maximum of 5 (Five) years.

WBMSCL hereby invites e-bid from eligible agencies / service providers having registered office in India. Earnest Money of Rs 10 (ten) lakh should be paid online through e-tender portal.

Bio-Medical Equipment Inventory for the SSHs in the State of West Bengal for which maintenance services are being invited is annexed as [Table-I](#) with this e-NIT document. The list of hospitals is annexed herein in [Table-II](#).

1. General Instructions:

Intending bidder may download the tender documents free of cost from the websites - <http://wbtenders.gov.in>, www.wbhealth.gov.in or from the website of WBMSCL at www.wbmsc.gov.in.

2. Submission of bids:

Both Technical bid and financial bid are to be submitted concurrently duly digitally signed by the Company personnel with the help of Digital Signature Certificate (DSC) who is in the pay roll of the Company (having authorization from the Company Management) in the website <http://wbtenders.gov.in>. All papers must be submitted in English language with Page Marking. Check list should be filled up properly and completely including page marking as per given format of “Check List”.

3. Deleted

4. Refund of EMD:

The EMD of unsuccessful Bidders shall be returned in the same route to the account from where the transaction was processed within reasonable time upon receipt of the successful Bidder's the Performance Bank Guarantee.

The Earnest Money of the successful bidders will be refunded within **15 (fifteen)** days after finalization of the tender and submission of Performance Bank Guarantee.

5. Time Schedules for the e-tender

The time schedule for downloading the bid documents, pre bid meetings, the submission of bids and other documents etc. will be as per the list provided in clause no 32 given below.

6. Eligibility for Quoting :

- a. The bidder may be a sole Bidder or a Group (maximum 3) coming together as Consortium to implement the Project.
- b. The Bidder cannot be an individual or group of individuals.
- c. The Bidder should be registered as a legal entity.
- d. Technical capacity of the Bidder :
 - i. The bidder (sole bidder or lead member of consortium) should have at least 3(three) years experience of maintenance and repair of all medical equipment of 1 hospital with minimum 1000 beds or 2 hospitals with minimum 500 beds each or 10 hospitals with minimum 100 beds each.

OR

- ii. The sole bidder or the lead member should have entered into Comprehensive maintenance contract(s) of which cumulative value for at least 75 (seventy five) crore and valid for last three financial years (17-18, 18-19 & 19-20).
- iii. The Bidder (sole bidder or Consortium) should be able to give evidence of existence / tie up of Centralized Call center for managing the bio medical equipment maintenance activity.
- iv. The Bidder (sole bidder or Consortium) must give an undertaking to equip its trained Bio Medical / Clinical engineering human resource with required vehicles to reach out to sites as well as vehicles to carry tools and equipment to and from the site. The bidder must also ensure that no equipment is transferred across health facilities to meet requirement at random as this could disturb patient care and planning at a given facility.
- v. The Bidder is expected to provide details of its registration as per the Annexure-I i.e. Application format and furnish documents to support its claim.

- vi. Details of all information related to the past experience and background should describe the nature of work, name and address of client, date of award of assignment, size of the project etc. – in the prescribed format given at Annexure-I(b) duly certified by practicing chartered accountant.
 - vii. The Bidder should submit details of financial capability for the last 2 (two) financial years (i.e. 2018-19 and 2019-20) as per Financial Information in the PAYMENT CERTIFICATE 1 of My Document / Statutory Cover. The Qualification bid should be accompanied with the Audited Annual Reports including all financial statements of the Bidder.
 - viii. In case of a Consortium, Audited Annual Reports of all the lead partner of the consortium should be submitted.
- e. Financial capacity of the Bidder :
- i. The Bidder (sole bidder or Consortium) should have robust financial capacity and have an average annual turnover / gross receipt of a minimum of Rs 10.00 crores for the last two financial years i.e. for the year 2018-19 & 2019-20.
 - ii. In consortium turnover of only those partners will be considered collectively for eligibility that individually qualify technically.
7. Bid Security / Earnest Money Deposit (EMD):
Earnest Money of Rs. 10 (ten) lakh should be deposited on-line through e-tender portal (<http://wbtenders.gov.in>) for participation in the Tender.
8. Performance Bank Guarantee:
- a. Submission of Performance Bank Guarantee will be mandatory for all approved Bidder and will not be waived in any case.
 - b. The successful tenderers (service provider) shall be required to furnish the Performance Bank Guarantee @ 3% of the annual project cost of the respective zone.
 - c. The Performance Bank Guarantee from any Nationalized / Scheduled Bank in India acceptable to the Government of West Bengal should be submitted to this office within 15 (fifteen) days from the date of acceptance of tender. The format of the performance bank guarantee is annexed herein as "**Bank Guarantee Format**".
 - d. The performance Bank Guarantee will be valid up to 6(six) months after the expiry of agreement period.
9. Agreement period:
The agreement shall be initially executed for a period of 3(three) years. However, the agreement period is extendable up to 2(two) more years through yearly renewals subject to satisfactory performance from the date of signing of contract.
10. SUBMISSION OF THE TENDERS:
The tender is to be submitted in a 2(Two) Bid System.

Technical Proposal:

- I. **“BID A”** : - Company Specific Technical Documents (PDF)
(SINGLE FILE MULTIPLE PAGE SCANNED) The scanned document uploaded should be legible and readable and should not be repetitive. Uploading of illegible scanned document will not be accepted and will stand for rejection of bid.

A	CHECK LIST in the prescribed format.
B	Application in Annexure I along with Annexure there to with information of the bidder in Annexure I(a).
C	Power of Attorney for signing for proposal submission as per Annexure II.
D	Power of Attorney for Lead member of Consortium as per Annexure III
F	Affidavit on Non Judicial Paper worth Rs 100.00 for Non Conviction & Non blacklisting sworn before the Notary Public / Judicial Magistrate/Executive Magistrate on or after the date of publication of the Tender Notice in Annexure IV
G	Anti Collusion Certificate in Annexure V
H	Project undertaking in Annexure VI
I	Agreement in Annexure VII
J	Board resolution for Bidding Entities in Annexure VIII
K	Undertaking from Individual member (for consortium) in Annexure IX

- II. NON-STATUTORY/ MY DOCUMENTS containing the following documents:
This folder will be named as ‘My Document’.

Sl.	Category	Sub Category	Sub Category Description
A.	Certificates	Certificates	PAN Card of the Bidder/ Consortium
			GST Registration certificate
B.	Company Details	Company Details	Trade Licence / Enlistment.
			Registration with Registrar of Companies
C.	Credential	Credential	Details of eligible experience as per Annexure X
D.	Financial Information	Payment Certificate 1	Income Tax Returns submitted for the Assessment year 17-18, 18-19 & 19-20
			GST Returns (of the last quarter) for the year 17-18, 18-19 & 19-20
			3. P/L & Audited Balance Sheet 17-18, 18-19 & 19-20

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Note 1: For non applicability for some documents, please mention 'NA' in the check list.

III. "BID B": FINANCIAL COVER

BOQ

The folder as "Financial Bid" shall contain:

The BOQ with the estimated value of the current inventory of all Bio Medical Equipments related to all the Super Specialty Hospitals (SSHs):

11. Deleted

12. Evaluation of the tenders

During the tender evaluation process, the "BID A" will be opened first.

Those Bidders who have qualified in respect of the essential & other requirements in "BID A" will be identified. The Financial Bids of only these Bidders passing the essential and other requirement test will be opened. If found suitable in the context of above pre qualification etc, the Bidder quoting the lowest rate (i.e. % of asset value) will be considered as successful.

Annual escalation of 5% simple interest will be applicable on the rates of previous year. For example if the quoted amount by bidder is 8% (which is the rate for the first year) the rate for the second year will be 8.4% (5% of 8 is 0.4).

In the event that two or more Bidders quote the same Bid Amount which results in a tie between such Bidders, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Bidders who may choose to attend.

THE DECISION OF THE DDHS (E&S)/ TENDER EVALUATION COMMITTEE WILL BE FINAL AND BINDING IN THIS MATTER.

13. DISCLAIMER

a) The information contained in this Request for Proposal document or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Central Medical Stores or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this E-NIT and such other terms and conditions subject to which such information is provided to the Bidder.

b) Whilst the information in this E-NIT has been prepared in good faith and contains general information in respect of the Proposed Project, the E-NIT is not and does not purport to contain all the information which the Bidder may require.

c) Neither the Authority, nor any of its officers or employees, nor any of their

advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this E-NIT or on which this E-NIT is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

- d) This E-NIT document is not an agreement and is not an offer or invitation by the West Bengal Medical Services Corporation Ltd or its representatives to the prospective Bidders or any other person. The purpose of this E-NIT document is to provide interested parties with information to assist the formulation of their Proposal. The information contained in this E-NIT is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this E-NIT or to correct any inaccuracies therein that may be in this e-NIT and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.
- e) This e-NIT includes certain statements, estimates and targets with respect to the Project. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the Authority, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this e-NIT is, or should be relied on as, a promise, representation, or warranty.
- f) e-NIT document and the information contained therein is meant only for those applying for this Project, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposal.
- g) The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment

or otherwise for any lo damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the e-NIT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-NIT and a assessment, assumption, statement or information contained therein or deemed to form part of this e-NIT or arise in any way for participation in this Bidding process.

- h) The Authority also accepts no liability of any nature whether resulting from negligence or otherwise whatsoever caused arising from reliance of any Bidder upon the statements contained in this e-NIT.
- i) The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend supplement the information, assessment or assumptions contained in this e-NIT.
- j) The issue of this e-NIT does not imply that the Authority is bound to select a Bidder or to appoint the Select Bidder or Bidders, as the case may be, for the Project and the Authority reserves the right to reject all or any of Bidders or Bids at any point of time without assigning any reason whatsoever.
- k) The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid includes but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.
- l) Any information/documents including information/ documents pertaining to this e-NIT or subsequently provided Bidder and/or Selected Bidder AND information/ documents relating to the Bidding process; the disclosure which is prejudicial and/or detrimental to, or endangers, the implementation of the Project IS NOT SUBJECT DISCLOSURE AS PUBLIC INFORMATION/DOCUMENTS.

14. Instructions to Bidders :

General Terms of Bidding :

- a) All the Bidders are required to submit their Proposal in accordance with the

- terms set forth in this e-NIT through e tender portal.
- b) The Authority reserves the right to invite fresh bids with or without amendment of the e-NIT at any stage or to terminate at any time the entire bidding/selection process without any liability or any obligation to any of the Bidders and without assigning any reason whatsoever.
 - c) The Bidders shall attach its Proposal, complete with its Annexures, all the relevant documents to support information provided in the Proposal.
 - d) The Bidder should submit a Power of Attorney as per the format mentioned in Annexure II, authorizing the signatory of the Proposal to commit the Bidder. In the case of a consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per Annexure III.
 - e) An individual Bidder cannot at the same time be member of a Consortium submitting a bid for the Project. Further, a member of a particular Bidder consortium cannot be a member of any other Bidder consortium submitting a bid.
 - f) Members of the Consortium shall enter into a binding Agreement, in the format specified at Annexure VII (the Agreement), for the purpose of submitting the bid. The Agreement, to be submitted along with the Bid.
 - g) Any entity which has been barred/ blacklisted by the Government of West Bengal, any other State Government or Government of India from participating in any project, and the bar/blacklisting subsists as on the Proposal Due Date, the concerned entity would not be eligible to submit the Proposal, either individually or as member of a Consortium. The Bidder or each Consortium member, as the case may be, shall have to submit an affidavit to this effect as per Annexure IV as part of the Qualification Proposal.
 - h) While bid is open to bidders from any other country, the bidder shall work through a subsidiary or a registered company based in India.
 - i) Any Entity which is convicted for any offence in the Court of Law. The Bidder or each member of Consortium (if Consortium is Bidder), as the case may be, shall have to submit an affidavit to this effect as per Annexure IV as part of the Qualification Proposal.

15. Scope of Work

Government of West Bengal seeks to engage Service Provider for Maintenance of Biomedical Equipment with an aim:

- a) To maintain Biomedical Equipment in the SSHs supported by web based application for web base call logging and app based call logging system called Equipment Management Information System (EMIS) to be developed by the Service Provider. - source code??
- b) The selected service provider will give access to the facilities, WBMSCL & also the H&FW Department for tracking the call, attending the call, maintain the equipment and finally close the call which is more clearly described in the Equipment Management Information System (EMIS) clause. .
- c) To provide 24x7, 365 days uptime of 95% for all medical equipment in all SSHs.
- d) At no point of time in a single breakdown, the breakdown should not be

more than 5(five) days from the date and time of registration of fault.

- e) Medical Equipments those are already in AMC or CAMC: The service provider shall administer the contract on behalf of Authority. The selected service provider will be authorized by the tender inviting authority to do so. There will be pro rata deduction for the period under AMC/CAMC.
- f) For Medical Equipment that is currently under warranty: The service provider shall administer all maintenance activities on behalf of the Authority for the entire duration. The selected service provider will be authorized by the tender inviting authority to do so. There will be pro rata deduction for the period under Warranty.
- g) For all medical equipment that is under any form of AMC/CAMC/Spares agreement or under warranty, the Health & Family Welfare Department shall not be renewing the equipment specific maintenance contracts.
- h) The maintenance service provider shall not be including cost of maintaining any equipment which is under any kind of AMC/CAMC/warranty in its proposal and cost of such equipment shall not be included till the time existing contract(s) with other service provider(s) is valid for the respective equipment.
- i) Maintenance costs for equipment that are currently in any AMC/CAMC/warranty Contract shall be added by the service provider only after the expiry of contracts for the respective equipment annually.
- j) The sole service provider shall however be liable to ensure upkeep time declared in the bid for all equipment irrespective of any AMC/CAMC/warranty status for any equipment.
- k) The maintenance service provider shall be identifying and responding to requests seeking maintenance of all Biomedical Equipment available in the SSHs through the Maintenance Process Tracking Identification Number (MPT-IDs).
- l) H&FW Department, Govt. of West Bengal and WBMSCL will be given access to the web based Equipment Management Information System (EMIS) and the mobile app, to be deployed by the service provider. This is in addition to the setting up of the centralized call centre to be set by the service provider.

16. Operationalization of Maintenance services will be regarded as:

- a) Maintenance activities conducted on all biomedical equipment inclusive of spare parts.
- b) Setting up of Centralized call centre to attend call through phone.
- c) To provide web portal for logging online complaint, to check the status of complaints, dashboard for officials from H&FWS, WBMSCL, District Health authority and SSHs etc. for management, monitoring and control.
- d) To provide verified data backup of all information entered and/or generated by the web portal to the Dept. of H&FW on quarterly basis. To provide required software to the Dept. of H&FW to import and independently run this data backup and to view all the MIS reports. The Intellectual Property Rights (IPR) of all information entered and/or generated by the web portal

pertaining to the biomedical equipment located in West Bengal state shall be solely owned by Dept. of H&FW.

- e) To provide both email and SMS notifications of every online complaint logged and updated to pre-defined mail-box and SMS-box of Health Institutions, WBMSCL & H&FW Dept in a pre-defined format (both mail and SMS texts) for monthly reconciliation of complaints between WBMSCL and the vendor over pre-defined excel format. Unsent notification will be considered as SLA violation attracting penalty from the vendor.
- f) Recruitment of trained engineering and administrative human resource.
- g) To provide categorization of all equipment, clearly identifying critical equipment.
- h) Provide preventive and corrective maintenance for all biomedical equipment in all public healthcare facilities in the state up to the level of PHCs on quarterly basis.
- i) To furnish the format of equipment identification code system, if required.
- j) The Authority shall have the right to increase the number of Equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase in the number and density of equipment/ by the Authority, the Bidder shall operate and maintain the additional equipment/ till the remaining Term/duration of the Agreement in the given year and the monetary value for the maintenance of the added equipment shall be included in the subsequent quarter of that year, as part of the existing scope of work and upon the same terms and condition specified in the Agreement and payment would be made on pro data basis.
- k) The CAMC Service Provider shall at all times comply with applicable laws and regulations pertaining to the Biomedical equipment especially those pertaining to radiation, safety, security, environment, all general public general and national laws and the requirements of competent and/ or Regulatory Authority whose jurisdiction applies in the area where the services are being provided.
- l) For each facility, there would be a Nodal officer(s) to whom a confirmation report may be given by the maintenance service provider after acceptance of a breakdown call log from any user in the facility. Resolving/ fixing of the fault must be followed by the closure of communication loop (call closure) via software application to Nodal officer(s) identified on a case to case basis.
- m) Annual third party audit by NABL accredited laboratory may be carried out for all calibration processes provided by the maintenance service

provider.

- n) The Service Provider shall be responsible to operate the EMIS in 365 (complete year) days in a year and to maintain all Biomedical Equipment in the SSHs.
- o) The Bidder shall be entitled to receive the penalty charges from the Authority for not confirming to the obligations and services as per provisions of the Agreement.
- p) The service provider will be responsible for procuring all the necessary tools, spare parts, manpower, vehicles and other services required for the satisfactory completion of the contract. The service provider shall be responsible for the safety and occupational health of its staff involved with performance of various duties towards the fulfillment of this contract.
- q) The Authority will be responsible for providing all necessary support to provide the access to all the Biomedical equipment available in the health care facilities.
- r) The bidder shall specify color codes and uniform for all its employees visiting the sites for maintenance. Here, the word uniform includes identification badge, clothing, protection gear, boots, cap and any other item required for safe delivery of the devices.
- s) Condemnation of the Biomedical Equipment:
 - i. The condemnation committee appointed by the Authority at the SSHs time to time for identification of equipment suitable for condemnation of the equipment shall have a representative of the service provider as a special invitee.
 - ii. A report indemnifying equipment requiring condemnation should be submitted by the Maintenance Service provider once every year (90 days before end of year) preferably before the renewal of the contract for the subsequent year.
 - iii. The maintenance Service Provider should not under any circumstances be the purchaser of spare part or components of any equipment resulting out of condemnation.
 - iv. For condemnation of Radiological devices, approval from appropriate authority must be taken and condemnation be done as per guidelines issued by the appropriate authority.

17. Equipment Management Information System (EMIS) :

- a) The Service provider will develop/deploy a web based application with the option of (1) Web based Call logging and (2) App based Call logging by H&FW Department/WBMSCL/SSHs.

- b) A space will be provided to the Service provider to depute two technical persons for call tracking on line and further course of action.
- c) The detailed health facility wise equipment inventory will be fed into the application as the Master Data by the Service provider. The data will contain the list of the equipment facility-wise, Department where installed, status of the equipment, Bar code no and the status of Warranty/AMC/CAMC and value of the equipments.
- d) The user hospital will log call to the service provider in case of necessity to maintain the equipment.
- e) The user will be assigned a system generated call identification no with tentative time of attending the call by the Service provider.
- f) The service provider will assign engineer the job through the web based system.
- g) The service provider will attend the call within 2(two) days from the date of call log. The status of attending the calls will have to be entered into the system by the Service provider with the comment of call closure within 5(five) days which may be accepted by the user.
- h) The system will generate MIS on monthly/Quarterly/yearly basis stating the following :
 - 1) No of call attended:
 - 2) No of calls pending :
 - 3) Penalty, if any for attending the call in time and/or not maintain the equipment properly :
 - 4) Advice for payment :

18. Scope of work-while managing the prescribed limits of downtime, the service provider shall ensure that at no point in time, any equipment is dysfunctional beyond 5 days of registering of the complaint at the user end. In case the equipment is dysfunctional beyond 5 days, the following penalty would apply to every extra day beyond 5 days:

- a. For equipment whose declared asset value is below Rs.10,000 - a penalty of Rs. 300/- every extra day beyond 5 days
- b. For equipment whose declared asset value is above Rs.10, 000 but below Rs. 1,00,000- a penalty of Rs.500/- every extra day beyond 5 days
- c. For equipment whose declared asset value is above Rs.1,00,000 but below Rs. 10,000, 00- a penalty of Rs.1000/- every extra day beyond 5 days

d. For equipment whose declared asset value is above Rs.10,000,00- a penalty of Rs. 3000/- every extra day beyond 5 days.

19. Recovery of Penalties

Any penalty payable under this Agreement shall be recovered through deductions from Quarterly Payment payable by the Authority. In the event the penalties exceed Monthly Payment the same shall be recovered by the Authority from the encashment/ invocation of the Performance Security.

20. User Training:

- (a) Service provider shall arrange training of EMIS for the user.
- (b) A trained representative of the maintenance Service Provider shall be available during installation, Commissioning and associated trainings provided by the suppliers of new equipment during all new installations and commissioning.
- (c) The service provider shall arrange for periodic user trainings of all equipment not less than twice a year irrespective of the equipment being within/outside the warranty period.
- (d) The maintenance service provider shall have obligation to repair any equipment. If service provider finds that any equipment is damaged by the user willfully at the facility, the Service Provider will raise the issue to District Health Authority/WBMSCL/State Health authorities for appropriate action. If it is established that any equipment is damaged willfully the cost of the same will be recovered from the responsible person(s).
- (e) The maintenance service provider shall repair all dysfunctional equipment within four months of the date of commencement of the Contract work (which would be within 3 months from the date of signing of the contract). All equipment that the service provider considers beyond repair shall be listed and the list shall be provided to District Health Authority / WBMSCL with reasons for each equipment beyond repair. In such case District Health Authority / WBMSCL reserves the rights to cross verify the equipment to ascertain. The final decision of the Government whether the equipment can be condemned or repair rests with the Government and shall be binding on the service provider.
- (f) As per clause - Scope of work- clause 15(d), while managing the

prescribed limits of downtime, the service provider shall ensure that at no point in time, any equipment is dysfunctional beyond 5(five) days of registering of the complaint at the user end.

- (g) In case the equipment is dysfunctional beyond 5 days, a system generated warning will be given to the Service Provider to attend the equipment immediately followed by imposition of penalty clause, if not attended beyond 24 hours of warning.

21. Equipment namely Blood Gas Analyzer (ABG) Machine, ECG Machine, Ventilator, Radiant Warmer, Defibrillator are considered as Life Saving equipment, In case of breakdown of these above mentioned equipment the service provider will arrange for STANDBY equipments at the Health Facility.

22. PAYMENT PROCESS:

- I. The payment process is system generated through EMIS.
- II. The fee shall be inclusive of all taxes which shall be payable by the Authority at the prevailing rate.
- III. The Fee shall be paid by the Authority on the Quarterly basis. The Quarterly Fee shall be based on values derived from financial proposal submitted by the Selected Bidder.
- IV. The Service Provider shall be required to submit invoices by 7th (seventh) day of every month to implementing Authority, for the previous month, along with a declaration stating that it has performed all the activities and tasks envisaged under this Agreement. The invoices shall be supported by monthly reports as specified in the Agreement and such other reports or documents as may be requested by the Authority from the service provider (SP) from time to time.
- V. 70% of invoice amount shall be processed for payment by implementing authority on receiving the monthly invoices along with all monthly report as required by the Implementing Authority.
- VI. The invoices shall be supported by one copy of verification report of every maintenance activity done. Verification report shall be signed by Nodal person of hospital looking after the equipment and countersigned by head of the hospital (Superintendent / MOIC/Others)
- VII. Remaining 30% shall be processed after further verifications based on the verification systems adopted by implementing authority.
- VIII. The Fee shall be paid by the Authority to the Service Provider upon verification of the invoices and claims of the SP within 15 (fifteen) days from the date of receipt of the invoice and after deducting: (i) any TDS or other taxes as required to be deducted under the Applicable Law, (ii) any penalties, that may be imposed by Authority (iii) any amounts recoverable by Authority from the SP / Selected Bidder under this Agreement. The Authority may ask performance audit report from SP.
- IX. The Authority at its discretion may appoint any other external agency for

verifying invoices / claims, monitoring of processing and handling the disbursement of Fee or any other amount payable to the SP under this Agreement.

- X. Annual escalation of 5% simple interest will be applicable on every yearly renewal, on the rates of previous year. For example if the quoted amount by bidder is 8% (which is the rate for the first year) the rate for the second year will be 8.4% (5% of 8 is 0.4)
- XI. Not with standing anything mentioned to the contrary herein, the Authority shall have the right to adjust the penalties imposed / levied / charged on the -Service Provider under this Agreement from the monthly Fee payable to the - Service Provider. In case any amount of penalty remains unrecovered after adjustment of penalty amount from the monthly Fee, then the Authority shall be entitled to recover the remaining balance of the penalty from the Performance Security. If any amount is recovered from Performance Security under this Article, Service Provider shall replenish the performance Security with the same amount.

23. ADMINISTRATIVE SET UP OF SERVICEPROVIDER

- a) The service provider will establish a web enabled centralized call centre and State level office in Kolkata and equip it and position manpower adequately. The Call centre shall be able to receive call log from hospitals 24x7 hrs of all 7 days of week and 365 days of year.
- b) The service provider shall position minimum 1(one) Divisional level Manager (for co-ordination with Government authorities) at 3(Three) Divisional head quarters of State in the following set up at:
 - a. Presidency Division for covering Kolkata, South 24 Parganas, Diamond Harbour HD, North 24 Parganas, Howrah, Murshidabad & Hooghly (7 districts).
 - b. Jalpaiguri Division for covering Alipurduar, Coochbehar, Darjeeling, Jalpaiguri, Malda, Dakshin Dinajpur, Uttar Dinajpur districts (7 districts) &
 - c. Burdwan Division for covering Nadia, Burdwan, Birbhum, Bishnupur HD, Paschim Midnapur, Purba Midnapur, Bankura & Purulia (8 districts).

24. Site visit and verification of information:

- a) The Bidders are encouraged to submit their respective bids after visiting the State of West Bengal and ascertaining for themselves of the health profile, health facilities in the State, the road conditions, traffic, conditions affecting transportation, access, applicable laws and regulations, and any other matter considered relevant by them.
- b) For ascertaining the condition of the existing equipment, the Authority may permit the Bidder to inspect the position of the said equipment.
- c) The Bidder is expected to examine carefully the contents of all the documents provided. Failure of the proposal to comply with the requirements of Notice Inviting of e-Tender (e-NIT) will be at the Bidders' own risk and make the bid non-responsive.
- d) The Authority shall not be liable for any omission, mistake or error in respect of

any of the above or on account of any matter or thing arising out of or concerning or relating to the e-NIT or the bidding process, including any error or mistake therein or in any information or data given by the Authority.

25. Right to accept or reject any or all bids:
- a. Not with standing anything contained in this e-NIT, the Authority reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the bids, it may, in its discretion, invite all bidders to submit fresh Bids hereunder.
 - b. The Authority reserves the right to reject any bid, if:
 - 1) at any time, a material misrepresentation is made or uncovered, or the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid.
 - 2) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and notwithstanding anything to the contrary contained in this e-NIT, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this e-NIT, the bidding documents, the Agreement or under applicable law.
 - 3) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the e-NIT. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
26. Bid Preparation & Submission of proposal:
- a) The Bidder should submit a Power of Attorney as per Annexure II, authorizing the signatory of the Proposal to execute the Proposal.
 - b) In case the Bidder is a Consortium, the Bidder must submit a Power of Attorney as per Annexure III and comply with the additional requirements for bidding as a Consortium.
 - c) The Proposal along with the copy of instruction to Bidders and Agreement with Schedules shall be signed and each page of the said documents shall be initialed by

a person /persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney and should be documented through e-filing.

- d) An Affidavit (no conviction) as per Annexure IV should be submitted along with the Proposal.
- e) The Proposal shall be accompanied with an Anti-Collusion Certificate on the letter head of the Bidder or each of the Member (in case of a Consortium) as the case may be as per Annexure V
- f) The Proposal shall also be accompanied with a Project Undertaking on the letter head of the Lead Member (in case of a Consortium) or the single entity as the case may be as per Annexure VI
- g) The Proposal shall be accompanied by the Resolutions from the Bidder / Member for submitting the Proposal and, if successful, to participate and undertake the Project. The format for the Board Resolutions / Undertaking that shall be submitted is given in Annexure VII
- h) The Proposal shall be submitted by the Bidder in the adequate, complete and correct form as per the Formats prescribed in the e-NIT. The Proposal / bid submitted by the Bidder in the form other than the prescribed Formats shall not be considered for evaluation by the Authority. In such an event, the Authority shall not be responsible for any loss or damage whatsoever that may be incurred by the concerned Bidder.
- i) Additional Requirements for Proposals from a Consortium should comply with the following requirements:
 - a. Wherever required, the Proposal should contain the information required for each Member of the Consortium and the Members should acknowledge the collective responsibility and the respective roles as Consortium members;
 - b. The Proposal should include a description of the roles and responsibilities of each of its Members
 - c. Members of the Consortium shall nominate one member as the Lead Member.
 - d. The Lead Member will be nominated by the members of the Consortium through a power of attorney as per Annexure III.
 - e. The Lead member shall authorize a representative in Annexure II. The authorized representative will sign the proposal which would be legally binding on all the members of the Consortium.
- j) All the Power of Attorney shall be furnished on a non-judicial stamp paper of Rs. 100/- and duly attested by a Notary Public.
- k) A Bidder applying as a single entity cannot at the same time be a member of a Consortium applying for this Project. Further, a member of a particular Consortium cannot be a member of any other Consortium applying for this Project.
- l) Members of the Consortium shall submit a Agreement specific to this Project, for the purpose of submitting the Proposal as per Annexure VII. The Agreement shall be furnished on a non- judicial Stamp Paper of Rs. 100/-, duly attested by a Notary public.
- m) The bid shall be accompanied by the Resolutions from the Bidder / Member of the Consortium for submitting the Proposal and, if successful; to participate and

undertake the Project. The format for the Board Resolutions/ Undertaking that shall be submitted is given in Annexure VIII

- n) The Proposal shall be accompanied by the Project Undertaking on the letter head of the Lead Member (in case of Consortium) or single entity as the case may be as per Annexure VI

27. Bid Security

- a) The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Agreement, or otherwise, under the following conditions,
- b) If any Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this e-NIT;
- c) If any Bidder withdraws its Bid during the period of Bid validity as specified in this e-NIT and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d) In case of the Selected Bidder, if there is failure within the specified time limit
 - i) to sign and return the duplicate copy of Letter Of Intent(LOI); or
 - ii) to sign the Agreement; or
 - iii) to furnish the Performance Security within the period of 15 (Fifteen) days from the date of issue of LOI;

28. Modifications / Substitution / Withdrawal of Proposals

The Bidder shall submit the final proposal by the Proposal Due Date and Time in the e tender portal on line. No Proposal shall be modified, substituted or withdrawn by the applicant/bidder after the submission of the proposal.

29. Clarifications and Pre-Bid Conference

- a. A prospective Bidder requiring any clarification on the e-NIT documents may submit their queries and suggestions prior to the last date for receiving queries.
- b. The Authority shall schedule a Pre bid Conference to discuss the issues related to the Project with all the prospective Bidders.
- c. The prospective Bidders may raise any queries during the pre-bid conference, in addition to those submitted earlier. The Authority on its discretion may also hold further discussions with the prospective Bidders to finalize any other related issues to the Project, before final submission of the Proposals. This would be common for all the Bidders.
- d. The Authority will respond to all the queries submitted by the prospective Bidders on or before the date specified for uploading the document in the e-tender portal through corrigendum/addendum.
- e. Bidders may note that the Authority will not entertain any deviations to the e-NIT at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the

e-NIT with all its contents including the draft Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

- f. The Authority reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as the Authority may deem fit, including annulment of the bidding process, at any time prior to execution of the Agreement, without liability or any obligation for such acceptance, rejection or annulment.
 - g. Acceptance of Letter of Intent (LOI) and Execution of Agreement.
 - h. The Authority shall issue a Letter of Intent (LOI) to the Selected Bidder within 15 days from the date of issue of the Letter of Intent (LOI).
 - i. The Selected Bidder shall accept the LOI and return the same to the Authority. Stamp duty, if any, payable on the Agreement will be borne by the Bidder.
 - j. The Selected Bidder shall be party to the Agreement as a confirming party.
 - k. The Selected Bidder shall also execute such further documents and deeds as may be required. The Bidders by submitting the bid shall be taken to have accepted the terms and conditions of the Agreement and Schedules to the Agreement and modifications and change.
30. In case, the Agreement does not get executed within 30 (thirty) days of acceptance of LOI, the Authority reserves the right to annul the bidding process and may invite fresh bids for the Project. In such a case the entire bid security submitted by the Selected Bidder shall be forfeited.
31. The Authority will notify the Bidders whose Proposals have been unsuccessful through e tender portal.
32. Information about Time line:

1	Date of uploading of NIT(on line) in the e tender portal : https://wbtenders.gov.in	12.02.2021
3	NIT Document download start date	12.02.2021
4	Date of holding Pre-bid meeting with the prospective bidders at WBMSCL (2 nd Floor, Swasthya Sathi Building, Swasthya Bhawan Complex, GN 29, Sector V, Kolkata - 700091	19.02.2017 at 12:00 noon
5	Bid submission Start date (on line)	24.02.2021 from 04:00 PM
6	Bid submission closing (on line)	05.03.2021 upto 04:00 PM
7	Bid opening and Technical Evaluation	05.03.2021 upto 04:30 PM

33. MISCELLANEOUS

- a) The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts in the state of West Bengal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in

connection with the Bidding process.

- b) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- i. cancel the Bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
 - ii. consult with any Bidder in order to receive clarification or further information;
 - iii. retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/
or
 - iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
 - v. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.

34. Deleted

31. The Tender Evaluation Committee reserves to right to cancel the N.I.T. due to unavoidable circumstances or to withdraw any item or items and no claim in this respect will be entertained.

**Managing Director,
WBMSCL**

CHECK LIST IN RESPECT OF

“e-NIT for selection of agency for comprehensive maintenance of Bio-Medical equipment at the Super Specialty Hospitals (SSHs) in the State of West Bengal ”

NIT No:-WBMSCL/NIT-32/2021	Dated, Kolkata : 08.02.2021
----------------------------	-----------------------------

Name of the Bidder: - _____

Full Address of the Bidder: _____

e-Mail: - _____

Contact person relating to the Bidder and Mob no. :- _____

Tendering as: Company / Consortium

Annual Turn Over: Rs.....

Sl. No.	Items	Pl mark (✓)		Page no.
		Yes	No	
1	Application in the prescribed format given in Annexure I	Yes	No	
2	Information Regarding Bidder in the prescribed format given in Annexure I(a)	Yes	No	
3	Power of Attorney for Signing of Proposal in Annexure II as per Proforma.	Yes	No	
4	Power of Attorney for Lead Member of Consortium (If Applicable) in Annexure III as per proforma.	Yes	No	
5	Affidavit regarding No Conviction from Notary Public/ Judicial Magistrate / Executive Magistrate as Proforma of Annexure IV.	Yes	No	
6	Anti- Collusion Certificate in Annexure V	Yes	No	
7	Project Undertaking in Annexure VI	Yes	No	
8	Agreement in Annexure VII	Yes	No	
9	Board resolution of the Bidder entities in Annexure VIII	Yes	No	
10	Undertaking from individual member in annexure IX	Yes	No	
11	Details of eligible experience in Annexure X	Yes	No	
12	PAN Card of the Bidder	Yes	No	
13	GST Registration certificate	Yes	No	
14	Trade Licence/Enlistment	Yes	No	
15	Registration with Registrar of Companies	Yes	No	
16	Income Tax Returns submitted for the Assessment year 2018-	Yes	No	

	19 and 2019-2020			
17	GST Returns (of the last quarter) for the year 2019-20	Yes	No	
18	P/L & Balance sheet for the year 2018-19 and 2019-2020	Yes	No	

ANNEXURE I
APPLICATION BY THE BIDDER
(On the Letter Head of the Bidder or Lead Member In Case of a Consortium)

To,
Managing Director,
West Bengal Medical Services Corporation Limited.
Swasthya Sathi Building, Swasthya Bhawan Campus,
GN-21, Salt Lake, Sector-V,
Kolkata – 700 091

Subject: Proposal to provide Biomedical Equipment Maintenance Services through Service Provider in the SSHs across the State of West Bengal
Ref: Re- E tender document vide NIT No. WBMSCL/NIT-32/2021, dated 08.02.2021

Dear Madam,

With reference to your e-Tender document mentioned above, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The Proposal is unconditional and unqualified, the details of which is given hereunder:

- a) I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Bidder for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.
- b) This statement is made for the express purpose of our selection as Bidder for the operation of the aforesaid Project.
- c) I/ We shall make available to the Authority any additional information which may found to be necessary or required to supplement or authenticate the Proposal.
- d) I/ We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- e) I/We certify that in the last three years, we/ any of the Consortium Members or our/their associates have not been barred by the Government of WEST BENGAL, any other State Government or Government of India from participating in any project, and the bar does not subsists as on the Proposal Due Date,
- f) I/ We understand that the bidding process may be cancelled at any time and that you are neither bound to accept any bid that you may receive nor to invite the Bidders to bid for the Project, without incurring any liability to the Bidders, in accordance with the terms and conditions laid out in the e-NIT document.
- g) I/ We believe that we/ our consortium satisfy(s) the financial criteria and meet(s) the requirements as specified in the e-NIT document.
- h) I/ We declare that we/ any member of the consortium, or our/ its associates are not a member of any other consortium submitting a Proposal for the Project.

- i) I/ We certify that in regard to matters other than security and integrity of the country, we/ any member of the consortium or any of our/ their associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- j) I/ We further certify that in regard to matters relating to security and integrity of the country, we/any member of consortium or any of our/ their associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- k) I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
- l) I/ We undertake that in case due to any change in facts or circumstances during the bidding process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- m) I/ We understand that the Selected Bidder shall incorporate a Company under the Companies Act, 1956 prior to execution of the Agreement.
- n) I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- o) In the event of myself / ourselves being declared as the Selected Bidder, I/We agree to enter into an Agreement in accordance with the draft that has been provided to me/us prior to the Proposal Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- p) I/We have studied all the bidding documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the bidding process including the award of Project.
- q) I/We offer a Bid Security/EMD of Rs. 10.00 Lakhs (Rupees Ten Lakhs) only to the Authority in accordance with the e-NIT Document.
- r) The EMD has been submitted online through e-tender portal.
- s) I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
- t) I/ We agree and undertake to abide by all the terms and conditions of the e-NIT document.
- u) I/We shall keep this offer valid for 180 (one hundred and eighty days) from the Proposal Due Date as specified in the e-NIT. I/We shall keep this offer valid for a specified additional period, not exceeding 90 days from the Proposal Validity Date, on the request of the Authority.

- v) I/We undertake that no fees, gratuities, rebates, gifts, commissions, or other payments, except those shown in the bid, have been given or received in connection with the procurement process or contract execution.
- w) I/We enclose herewith the Information of the Bidder in Annexure 1(a)

In witness thereof, I/we submit this Bid under and in accordance with the terms of the e-NIT document.

Date:

Place:

Yours faithfully,

(Signature of the Authorized signatory)

(Name & Designation of the Authorized signatory)

Name & Seal of the Bidder/ Lead Member

If the Bidder is not a consortium, the provisions applicable to consortium may be omitted.

Annexure I(a)

Information Regarding Bidder

Details of the Bidder:

Note: Details to be provided for the Bidder / Lead Member / each member of consortium (in case of consortium)

1. Details of Organization :
2. Name of Organization :
3. Type Legal Entity :
4. Year of Incorporation/registration :
5. Name of the Authority/Jurisdiction under which the Legal entity is incorporated or registered :
6. Statute Legislation under which the Legal entity is incorporated/registered
Registration Number :
7. Registered Address:
8. Correspondence Address & Head Office :
9. Does Memorandum of Association / Trust Deed /Articles of Association permit the organization to carry out the business of Medical Equipment Maintenance?
10. Number of years of operation in Medical Equipment Maintenance :
11. Relevant Qualification Details Years wise and State Wise/Hospital wise.
12. Name of the State / Province/ Hospitals where Medical Equipment Maintenance services are operational :
13. Years of experience in Medical Equipment operations in the State/Hospitals :
14. Current areas of operation – specify (Names of the Districts/Hospitals) :
15. Number of Service Centers :
16. Number of Hospital Contracts and total number of beds (copies of hospital contracts to be enclosed) :
17. Number and type of equipment repaired through Service Centers :
18. Number of Centralized Call centers (CCCs) / call center operated :
19. Location and address of the CCC/Call Centre :
20. Average volume of daily calls received per CCC /call :
21. Certificate of Satisfactory Performance :

The Bidder should provide details of experience of only those Projects of -providing Biomedical Equipment Maintenance Services which is undertaken by it under its own name / under the names of the consortium members.

Annexure I(b)
(PERFORMANCE STATEMENT FORM)

Bid No. _____

Date of opening : ___/___/___

Name of the Bidder/Lead Member :
/ each member of consortium
(in case of consortium)

Order placed / Agreement executed by (Full address)	Order no. with date	Cumulative value of the Contract for FYs 2017-18, 2018-19 and 2019-20 (INR)	Duration of the Contract		Remarks, if any
			From	To	

N.B. Supporting documents should be attached.

Signature and seal of the Tenderer

Countersigned by and seal of Chartered Accountant

Annexure II
Power of Attorney for Signing of Proposal
(on Non – Judicial Stamp Paper of Rs 100 Duly Attested by Notary Public)

Power of Attorney

Know all men by these present, we (name and address of the registered office of the Single Entity / Lead Member) do hereby constitute, appoint and authorize Mr./Ms

Resident of (name and address of residence) who is presently employed with us and holding the position of as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the consortium consisting of and (please state the name and address of the members of the consortium) for providing Maintenance Services across WEST BENGAL including signing and submission of all documents and providing information / responses to WBMSCL, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

This Power of Attorney shall be effective, binding, and operative till, if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier.

(Name, Title and Address of the authorized representative)

For (Signature)

Accept _____(Signature) Notes:

- a) To be executed by the single entity or the Lead Member in case of a consortium.
- b) The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney the delegation of power hereunder on behalf of the executant(s).
- d) For a Power of Attorney executed and issued overseas, the document shall be

authenticated by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed. However, a Power of Attorney executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostille certificate.

Annexure III
Power of Attorney for Lead Member of Consortium Power of Attorney
(On Non Judicial Stamp Paper of Rs 100/- duly attested by Notary Public)

Whereas West Bengal Medical Services Ltd. (the Authority) has invited bids from interested parties for providing Biomedical Equipment Maintenance Services in the SSHs across WEST BENGAL for a specified Agreement Period.

AND

Whereas, M/s _____, ___e respective names of the members along with address of their registered offices) have formed a consortium and are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Notice Inviting e-Tender (e-NIT), Agreement and other connected documents in respect of the Project, and Whereas, it is necessary under the e-NIT for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the consortium, all acts, deeds and things as may be necessary in connection with the consortium's bid for the Project or in the alternative to appoint one of them as the Lead Member who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the consortium's bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSET THAT:

We, M/s _____, M/s _____

And M/s _____ (the respective names of the members along with address of their registered offices) do hereby designate M/s _____ (name along with address of the registered office) being one of the members of the Consortium, as the Lead Member of the consortium, to do on behalf of the consortium, all or any of the acts, deed or things necessary or incidental to the consortium's bid for the Project, including submission of Proposal, participating in conference, responding to queries,

submission of information / documents and generally to represent the consortium in all its dealings with the Authority, or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement is entered into with the Authority.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member our said attorney pursuant to this Power of Attorney and to all acts, deeds and things done by our aforesaid attorney.

Dated this _____ day of _____ 2017.

[Executant(s)] (To be executed by all the members in the Consortium)

Note:-

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also wherever required, the executants (s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favor of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.
3. For a Power of Attorney executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed. However, a Power of Attorney executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostle certificate

ANNEXURE IV

Affidavit for No Conviction

(To be furnished by the Bidder In case of consortium to be given separately by each Non – judicial stamp paper of Rs 100/- sworn before the Notary Public / Judicial Magistrate/Executive Magistrate)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
2. The undersigned hereby certifies that M/s.....have not abandoned any work for the Government of WEST BENGAL / WBMSCL or any other State Government during last five years prior to the date of this Bid.
3. The undersigned also hereby certifies that M/s_____have not been debarred/blacklisted by Government of WEST BENGAL or any other State Government or Medical Service Corporation of any State or Government of India for any work.
4. The undersigned further certifies that The M/s.....have/has neither been convicted of any offence by any Competent Court.
5. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Department of Health & Family Welfare, Government of West Bengal, WBMSCL to verify this statement or regarding competence and general reputation of M/s.....
6. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department of Health & Family Welfare, Government of West Bengal.

Signed by an authorized
representation of Bidder.

Title of Officer

Name and Address of the Bidder

ANNEXURE V

Anti-Collusion Certificate

(On the letter head of the single entity / each members of consortium)

Anti-Collusion Certificate

1. I/We hereby certify and confirm that in the preparation and submission of this Proposal, I/We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed, or thing which is or could be regarded as anti-competitive.
2. I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date thisDay of2021.

Name of the Bidder.

Signature of the

Authorized

Representative Name of

the Authorized

Representative

Note: To be executed by the each member, in case of a Consortium

ANNEXURE VI
Project Undertaking
(On the Letter head of the single entity/ Lead Member)

To,

Phone: _____

Fax: _____

Email: _____

Subject: Proposal providing 24 x 7 Maintenance Services through Service
 Provider across all districts in WEST BENGAL.

Dear Sir/Madam,

We have read and understood the Notice Inviting e-Tender (e-NIT) in respect of the captioned Project provided to us by the Department of Health & Family Welfare, Government of WEST BENGAL

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the contents, terms and conditions of the e-NIT and the Agreement, a draft of which also forms a part of the e-NIT provided to us.

Dated this.....Day of2021.

Name of the Bidder

Signature of the Authorized Representative Name of the Authorized Representative

Note: To be signed by the Authorized Representative of the Lead Member, in case of a consortium, eligible to submit the bid.

Annexure VII Agreement

(To be executed on a non-judicial stamp paper of Rs. 100/- duly attested by Notary Public)

This Agreement is entered into on this the << **day of Month**>>, 2021 by and between

1. Governor of West Bengal, acting through the Managing Director, West Bengal Medical Services Corporation Ltd. (hereinafter referred to as the **Authority** which expression shall unless repugnant to the context or meaning thereof include its successors-in-office)of the **First Part**,
2. <<**Agency Details and registration details**>> registered under the provisions of <<**Registered as Organizational type details**>>, having its registered office at <<**Address**>> (hereinafter referred to as the —Selected Bidder and "Service Provider which expression shall unless repugnant to the context or meaning thereof include its successors) of the **Second Party**.

The parties are individually referred to as Party and collectively as Parties.

Whereas West Bengal Medical Services Corporation Ltd., has invited Qualification Proposal and Financial Proposal from entities interested in—Providing Biomedical Equipment Maintenance Services across WEST BENGAL called the for a specified time period.

And Whereas the Parties have had discussions for formation of a consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Second Party shall carry out all responsibilities as Bidder in terms of the Agreement.
2. The Second Party hereby undertake to perform the roles and responsibilities of the consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the consortium during the bidding process and until the Effective Date under the Agreement when all the obligations of the co shall become effective;

3. The Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to carry out the Project expeditiously. They shall not negotiate with any other party for this Project except without the written permission of the Bidder if required.
4. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the e-NIT and the Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement.
5. That this Agreement shall be governed in accordance with the laws of India and courts In Kolkata shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this Agreement to be duly executed on the date and year above mentioned.

(Party of the first part)

(Signature) (Name) (Designation) (Address)

Witness:

(Party of the second part) (Party of the third part) (Party of the fourth part)

Note:

1. The mode of execution of the Agreement should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also wherever required, the executants(s) should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favor of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

Annexure VIII

Board Resolutions for Bidding Entities

Format for Lead Member

RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with.....

And... ..

for Providing Biomedical Equipment Maintenance Services across WEST BENGAL called the Project.

RESOLVED FURTHER THAT the draft Agreement(s) to be entered into with the consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.

RESOLVED FURTHER THAT Mr. (.....name), (.....designation) be and is hereby authorized to enter into an Agreement, on behalf of the company, with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a power of attorney in favor of the Company as Lead Member.

Format for Members

RESOLVED THAT approval of the Board be and is hereby granted to join the consortium with, and (name and address of the Consortium members) for joint submission of bids to WBMSCL for the Project.

RESOLVED FURTHER THAT the draft Agreement to be entered into with the consortium partners (a copy whereof duly initialed by the Chairman is tabled in the meeting) be and is hereby approved.

RESOLVED FURTHER THAT Mr. (name), (designation) be and is hereby authorized to enter into an Agreement with the consortium members and execute a power of attorney in favor of to act as the Lead Member.

Annexure IX

Undertaking for Individual Members

On the Letter head of the Legal Entity

Format for Lead Member

I/We hereby agree to join the consortium with and (name and address of the consortium members) for joint submission of bids to WBMSCL for Providing Biomedical Equipment Maintenance Services at SSHs across WEST BENGAL called the Project.

I/We also approve the Agreement(s) to be entered into with the consortium partners.

I/We also authorize **Mr. (name), (designation)** to enter into an Agreement with the consortium members and to sign the bidding documents on behalf of the consortium for submission of the bidding documents and execute a Power of Attorney in favor of the Company as Lead Member.

Format for Members

I/We hereby agree to join the consortium with, and (name and address of the consortium members) for joint submission of bids to to WBMSCL for Providing 24 x 7 Biomedical Equipment Maintenance Services through Service Provider in SSHs across the State of West Bengal that would be accessible through a 24-hour number (Centralized Call Center), called the Project.

I/We also approve the Agreement(s) to be entered into with the consortium partners. I/We also authorize Mr. (name), (designation) to enter into an Agreement with the consortium members and execute a Power of Attorney in favour of to act as the Lead Member.

Each member of the consortium will have to attach its Board Resolution/ Undertaking as the case may be, approving the participation in the consortium, bidding for the Project and authorizing a company official to sign the bidding documents / Power of Attorney to the Lead Member.

Annexure X

Details of Eligible Experience

The Bidder should provide the experience details of services provided at each location / State / country / undertaken. The experience of the single entity’s associate or consortium member’s associates (who are not members of the consortium) will also be considered.

In case the Bidder is a consortium, the above information should be provided for each member.

In role of member specify whether single entity, or in case of consortium specify whether Lead Member.

PREPARE TABLE

Location (Country/ State/ districts)	Number of Staff by Category		
	Biomedical Equipment Maintenance Operation	Call Centre Operation	Others (specify)
Duration of Medical Equipment Maintenance Operation	Profile of staff: Summary of key staff (degree /diploma/ certificates with specific reference to the project, training, number of years in employment, total relevant experience as a paramedic/ call center Employee.)		
Start Date	Completion date	Of all contracts	

Name of the Entity Providing Support

Name of senior staff (Project Director, Project Manager) involved and functions performed:

Narrative description of project and the outcome: (including number of equipment repaired per annum on an average)

Brief description of the actual services provided:

Service Centre Details; Repair workshop details; Spare part store details (if any).

FORMAT
FOR PERFORMANCE SECURITY

PERFORMANCE SECURITY:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

Whereas, <name of the supplier and address> (hereinafter called -the bidder) has under taken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to Department of Medical Health & Family Welfare (herein after called the beneficiary)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs. (Rupees in Words only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.

(Rupees only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <Insert Date>

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs.<_____>(Rupees
_____only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date> failing which our liability under the guarantee will automatically cease.

Government of WEST BENGAL
Department of Health & Family Welfare

Management of Biomedical Equipment Maintenance Project in West
Bengal

AGREEMENT

between

Managing Director, West Bengal Medical Services Corporation Limited

and

The Selected Bidder

This Agreement is entered into on this the << day of Month>>, 2021 by and between

- 1 Health and Family Welfare Department, acting through West Bengal Medical Services corporation Limited, (which expression shall unless repugnant to the context or meaning thereof include its successors-in-office)of the **First Part**,
- 2 <<Agency Details and registration details>> registered under the provisions of <<Registered as Organizational type details>>, having its registered office at <<Address>> (hereinafter referred to as the —Selected Bidder and "Service Provider (which expression shall unless repugnant to the context or meaning thereof include its successors) of the **Second Party**).

The parties are individually referred to as Party and collectively as Parties.

Whereas the Department of Health & Family Welfare, Government of West Bengal through **Managing Director, WBMSCL** has invited Qualification Proposal and Financial Proposal from entities interested in Providing Biomedical Equipment for Maintenance Services at Super Speciality Hospitals (SSHs) across the State of West Bengal called the Project for a specified time period.

AND

Whereas the Parties have had discussions for Bidder/ formation of a consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:

1. That the Second Party shall carry out all responsibilities as Bidder in terms of the Agreement.
2. The Second Party hereby undertake to perform the roles and responsibilities of the Bidder/ consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the consortium during the bidding process and until the Effective Date under the Agreement when all the obligations of the co shall become effective;
3. The Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to carry out the Project expeditiously.
4. The second party is responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the e-NIT and the Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement.
5. That this Agreement shall be governed in accordance with the laws of India and courts in Kolkata shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this Agreement to be duly executed on the date and year above mentioned.

(Party of the first part)

(Signature) (Name) (Designation) (Address)

Witness:

(Party of the second part) (Party of the third part) Party of the fourth part)

6. Note:

a. The mode of execution of the Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

b. Also wherever required, the executants should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favor of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

7. ARTICLE

a. ARTICLE 1 – OBJECTIVE OF THIS AGREEMENT

The objective of this Agreement is to manage maintenance of all biomedical equipments in all SSHs of State of West Bengal. The services will be coordinated through a Centralized Call Centre located anywhere in West Bengal with the help of Equipment Management Information System (EMIS). The languages used in the call centre should mandatorily have English, Hindi and Bengali as options.

b. ARTICLE 2 – ENGAGEMENT OF THE SERVICE PROVIDER

1. Subject to the terms and conditions contained in this Agreement, the Authority hereby engages the Service Provider and the Service Provider hereby accepts the engagement to manage maintenance of all biomedical equipments in all SSHs of State of West Bengal.
2. The services to be provided and the work to be undertaken by the Service Provider under the Project shall, inter- alia, include:
 - (a) Maintenance activities conducted on all biomedical equipment.
 - (b) Setting up Customer Care Centre to accept calls for fault registration through EMIS.
 - (c) Recruitment of trained engineering and administrative human resource.
 - (d) Operating Equipment Management Information System.
 - (e) To provide categorization of all equipment, clearly identifying critical equipment.
 - (f) Provide preventive and corrective maintenance for all biomedical

equipment in all SSHs.

(g) To furnish the format of equipment identification code system.

3. The Authority shall have the right to increase the number of Equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase in the number and density of equipment/ by the Authority, the Bidder shall operate and maintain the additional equipment/ till the remaining Term/duration of the Agreement in the given year and the monetary value for the maintenance of the added equipment shall be included in the subsequent years, as part of the existing scope of work and upon the same terms and condition specified in the Agreement.

c. ARTICLE 3 – DURATION OF THIS AGREEMENT

This Agreement, unless otherwise terminated, project duration will be for period of 3 (Three) years extendable upto 5 (Five) years from effective date, however agreement will be signed with selected bidder for 3 (Three) years initially. The contract is further extendable by 1 year beyond the initial period of 3 (Three) years on the basis of performance. The process of agreement renewal will be initiated 3 months prior to agreement end date.

d. ARTICLE 4 – AREA OF OPERATION

The Service Provider shall provide the maintenance services of biomedical equipments of all SSHs of West Bengal.

e. ARTICLE 5 – COMMENCEMENT OF SERVICES

1. The service provider shall repair all dysfunctional equipment within 1 (one month) of the date of signing of contract
2. All equipment that the service provider considers beyond repair shall be listed and the list shall be provided to the WBMSCL with reasons and documents for each equipment beyond repair .
3. In such case WBMSCL reserves the right to cross verify the equipment to ascertain.
4. The final decision of WBMSCL whether the equipment can be condemned or repair rests with the WBMSCL and shall be binding on the service provider.
5. To provide 24x7, 365 days uptime of 95% for all medical equipment in SSHs.

At no point of time in a single breakdown the breakdown should not be more than 5 (Five) days from the date and time of registration of fault

f. **ARTICLE 6 – CONSIDERATION AND PAYMENT TO SERVICEPROVIDER**

1. The fee shall be inclusive of all taxes which shall be payable by the Authority at the prevailing rate.
2. The Fee shall be paid by the Authority on the Quarterly basis calculated on each month through NEFT/RTGS. The monthly Fee shall be based on values derived from financial proposal submitted by the Selected Bidder.
3. The Fee payable for the first Quarter after the Commencement Date shall be calculated on pro-rata basis from the Commencement Date to the end of said Quarter.
4. The Service Provider shall be required to submit invoices by 7th (seventh) day of every month to implementing Authority, for the previous month, along with a declaration stating that it has performed all the activities and tasks envisaged under this Agreement. The invoices shall be supported by monthly reports as specified in the Agreement and such other reports or documents as may be requested by the Authority from the service provider (SP) from time to time.
5. 70% of invoice amount shall be processed for payment by implementing authority on receiving the monthly invoices along with all monthly report as required by the Implementing Authority.
6. The invoices shall be supported by one copy of verification report of every maintenance activity done. Verification report shall be signed by nodal person of hospital looking after the equipment and countersigned by head of the hospital (Superintendent /MOIC).
7. Remaining 30% shall be processed after further verifications based on the verification systems adopted by implementing authority.
8. The Fee shall be paid by the Authority to the SP upon verification of the invoices and claims of the SP within 15 (fifteen) days from the date of receipt of t h e invoice and after deducting: (i) any TDS or other taxes as required to be deducted under the Applicable Law, (ii) any penalties, that may be imposed by Authority (iii) any amounts recoverable by Authority from the SP / Selected Bidder under this Agreement. The Authority may ask performance audit report from SP.
9. The Authority at its discretion may appoint any other external agency for verifying invoices / claims, monitoring of processing and handling the disbursement of Fee or any other amount payable to the SP under this

Agreement.

10. Annual escalation of 5% simple interest will be applicable on every yearly renewal, on the rates of previous year. For example if the quoted amount by bidder is 8% (which is the rate for the first year) the rate for the second year will be 8.4% (5% of 8 is 0.4)
11. Notwithstanding anything mentioned to the contrary herein, the Authority shall have the right to adjust the penalties imposed / levied / charged on the SP under this Agreement from the monthly Fee payable to the SP. In case any amount of penalty remains unrecovered after adjustment of penalty amount from the monthly Fee, then the Authority shall be entitled to recover the remaining balance of the penalty from the Performance Security. If any amount is recovered from Performance Security under this Article, SP shall replenish the performance Security with the same amount.

g. **ARTICLE 7 – PROJECT FACILITIES**

1. Project Facilities shall mean and include all assets including the bio-medical equipments, accessories, Centralized Call Centre including but not limited to the hardware thereof, database and other materials used for the work and operation under this Agreement.
2. Ownership of all the Project Facilities (except the Centralized Call Centre including the hardware thereof during the Agreement Period) for the purposes of the implementation of the Project shall vest with the Authority.
3. Ownership as well as property rights of the database generated from Centralized Call Centre through EMIS during the Agreement Period shall vest exclusively with the Authority.
4. The SP has no right, title or interest or any form of ownership rights over any of the Project Facilities (except the Centralized Call Centre including the hardware thereof during the Agreement period). It is hereby clarified that the Service Provider shall not get any right, title or interest in the equipment and material provided by Authority under this Agreement and the Service Provider has no right to create any right, interest or title or any Encumbrance in relation to the Project Facilities (except the Centralized Call Centre including the hardware thereof) in favour of any third party.
5. The Service Provider shall ensure that all the equipments along with

database except for the Manpower that are procured for the purpose of project implementation of the Project, shall be transferred, upon the expiry or earlier termination of the Agreement, to the Authority without any limitation and any additional burden, financial or otherwise on the Authority.

6. The Service Provider shall bear all costs and expenses relating to obtaining any user license in favour of the Authority or for ensuring the due transfer of the equipment, to the Authority upon the expiry or earlier termination of this Agreement. The licenses should have a validity of at least 1 (one) year beyond the date of expiry or early termination of the Agreement. The Service Provider shall ensure that all warranties and/or guarantees that may be valid and existing at the time of expiry and/or earlier termination of this Agreement are also transferred to the Authority with the relevant equipment hardware and/or technology, as the case may be without any cost whatsoever to the Authority.

h. **ARTICLE 8 – MANPOWER**

1. The Service Provider acknowledges that it shall appoint and recruit Manpower and impart adequate training to the Manpower for performance of all its the obligations in accordance with the terms, conditions and covenants set forth in this Agreement for the project. The Manpower appointed or hired for the project shall be the employees of the Service Provider and the Authority will not be liable for any acts of omission/ commission vis-à-vis the Manpower appointed or hired by the Service Provider.
2. The Service Provider shall be responsible to comply with all applicable labour legislation in respect of the Manpower appointed or hired by the Service Provider in respect of execution and implementation of the Project and shall indemnify and keep indemnified the Authority for any claim, action or demand whatsoever in that regard.

i. **ARTICLE 9 – REVIEW OF PROJECT**

The review of Biomedical Medical Maintenance project to be provided by the Service Provider under this Agreement shall be done in the following three levels:

1. State Level:
 - (a) The services of the Service Provider will be reviewed SP on a quarterly basis. The implementation bottlenecks will be addressed and shall be

the final authority to consider any revision arising out of changes in the policy, structure of the services, etc.

- (b) The Managing director/ any other officer of WBMSCL authority will monitor and review the services of the Service Provider under this Agreement on monthly basis and will provide required assistance to the SP for smooth implementation of the project.

2. District Level:

- (a) District Health & FW Society under the Chairmanship of District Magistrate will review the services of the Service Provider under this Agreement in the district on a quarterly basis and may submit recommendations to state level committee for the approval/advices.
- (b) The Chief Medical Officer of Health of the respective District will be responsible for the smooth implementation of the project in the district and review and verify the services of the Service Provider under this Agreement on monthly basis.
- (c) The Service Provider shall ensure their appropriate representation during the review meetings, if asked by the concerned CMOH.

3. DELETED

4. Health Facility level:

In-charge of health facilities will be responsible for verification report of every maintenance activity done in their hospital/centre. Verification report shall be signed by Nodal person of hospital looking after the equipment and countersigned by head of the hospital (Superintendent / MOIC) and also to be documented through Equipment Management Information system. A copy of the countersigned report shall be kept within the hospital and two copies shall be handed over to the SP.

j. ARTICLE 10 – COVENANTS OF THE SERVICE PROVIDER AND THE SELECTED BIDDER

- 1. The Service Provider agrees and undertakes to render services as mentioned in this Agreement and comply with other provisions of this Agreement with regularity throughout the Agreement Period.
- 2. Subject to the provisions of this Agreement, the Service Provider shall be responsible for keeping all biomedical equipments in working condition.

3. Within 3 months from the signing of agreement and subject to the provisions of this Agreement, the Service Provider shall be responsible to establish, procure, operate, manage and maintain the exclusive Centralized Call Centre on its own. An access to the software to be developed by SP will be given to the H&FW Dept/ WBMSCL/ District Health Authorities/ SSHs for Verification.
4. Develop suitable solution through mobile communication systems.
5. To provide 24x7, 365 days uptime of 95% for all medical equipment in all SSHs. At no point of time in a single breakdown the breakdown should not be more than 5 (Five) days from the date and time of registration of fault.
6. The Service Provider shall duly maintain such records including log books as the Authority may require and furnish the same to the Authority in such manner and in such form as may be prescribed by the Authority.
7. The Service Provider agrees that it shall co-operate and shall be obliged to give all the requisite information and details to the Authority or any other designated representative of Authority for the purpose of verification of its claims.
8. The Service Provider agrees and undertakes to render services incidental to the scope and conditions of work as contained in this Agreement without any extra charges or payment; Provided that the quantum of such extra work does not result in extra expenditure to the Service Provider.
9. The Service Provider hereby covenants that it shall at all times during the Agreement Period maintain such displays, promotional material and/or messages as may be directed or approved by Authority free of cost.
10. The Service Provider acknowledges and accepts that the technology and software that shall be financed, procured and/or developed by the Service Provider during the Agreement Period shall be provided to the Authority, free of cost, in accordance with the provisions of this Agreement, for the purposes of using the said software for the project.
11. The Service Provider agrees that it shall ensure and shall not contest that all rights and interests of the Service Provider in and to the Project vest in the Authority during and after the Agreement Period without any further act or

deed on the part of the Service Provider or Authority.

12. The Service Provider hereby covenants that it shall duly maintain the Project Facilities free and clear of all liens, claims, and Encumbrances and it shall not at any time create any charge, lien or Encumbrances whatsoever over the Project Facilities in favour of any other person. The Service Provider shall maintain the Project Facilities in good condition.
13. Service Provider hereby covenants that it or its Manpower shall not use the Project Facilities for any purpose other than for the purposes of this Agreement.
14. A toll free phone number that connects to the CCC should be acquired by the Service Provider.
15. The Service Provider shall at its costs, charges and expenses perform its obligations under this Agreement for execution and implementation of the Project and providing Project Facilities, in accordance with this Agreement, Applicable Laws and Applicable Permits.
16. The Service Provider hereby covenants to undertake IEC activities, promotion and advertisement of and the Centralized Call Centre to create awareness among the hospital staff.
17. All major and minor maintenance, servicing and replacement of spares and equipments shall be the responsibility of the Service Provider.
18. The Service Provider shall ensure that the staffing norms mentioned in the agreement are adhered to and reported to Authority or any other agency appointed by the Authority in that behalf.
19. The Service Provider shall be provided online access to the Equipment Management Information system (EMIS) for communication to the office of the Managing Director, WBMSCL and other stake holders.
20. The Service Provider agrees that Authority or its representative shall at all times have access to all the data pertaining to the Project and the Project Facilities.
21. The Service Provider shall at all times provide to the representatives of the Authority, access to the Project Facilities including the Centralized Call Centre to review the progress of the operation of the services under this Agreement and to ascertain compliance with any of the requirements of this Agreement;

22. Provided that non-inspection by the Authority of any Project Facilities shall not, in relation to such Project Facilities, (i) amount to any consent or approval by the Authority nor shall the same be deemed to be waiver of any of the rights of the Authority under this Agreement; and (ii) release or discharge the Service Provider from its obligations or liabilities under this Agreement in respect of execution and implementation of the Project.
23. The Service Provider shall submit all the monthly reports as per Agreement and such other reports or documents as may be requested by the Authority from the Service Provider from time to time.
24. The Service Provider shall duly ensure that it will follow the Good Industry Practices in execution and implementation of the Project.

k. **ARTICLE 11 – COVENANTS OF THE AUTHORITY**

1. The Authority shall be responsible for payment of the Fee as per provision mentioned in Article of this Agreement.
2. The Authority shall provide appropriate assistance in implementation of the Project.
3. The Authority shall be responsible for the monitoring and evaluation of the Project and Project Activities.
4. The Authority will instruct the District Health & FW Samity to provide all necessary assistance to the Service Provider and co-ordinate the smooth implementation and operation of the Project in the respective District.
5. The Authority may also constitute a High Powered Committee to provide policy direction, assistance and regulations for the implementation and operation of the Project.

l. **ARTICLE 12 – PERFORMANCE SECURITY**

1. To ensure due and satisfactory performance of its obligations under this Agreement, the Service Provider has, before the execution of this Agreement, furnished a performance security in the form of an irrevocable bank guarantee (in the format specified) from a Scheduled Bank details of which are given below:
 - (a) Name of issuing Bank
 - (b) Amount of Bank Guarantee 3% of the contract value.(Contract value: Quoted percentage for maintenance × Declared asset value/100)
 - (c) Date of issue-
 - (d) In favor of – Managing Director, WBMSCL
 - (e) Validity period - six months after the expiry of the Agreement Period.

(f) Encashable and enforceable at Kolkata

2. The Performance Security shall be maintained and shall be available for the Authority to enforce in case of any failure or default on the part of the Service Provider in performing its obligations under this Agreement or otherwise to meet any claim against the Service Provider or any other reason including but not limited to recovery of penalties, excess payments made previously and non-performance (by the Service Provider)
3. The Service Provider shall be liable to restore/ replenish the Performance Security to the full amount in case of part encashment/ invocation of the same by the Authority. This shall be done within 30 (thirty) days of any such part encashment/ invocation. Failure of the Service Provider to provide a valid Performance Security and/or restore / replenish and maintain the Performance Security in accordance with this Article 13 shall entitle the Authority to forthwith terminate this Agreement.

m. **ARTICLE 13 – APPOINTMENT OF COMMITTEES, AGENCIES, ETC.**

1. Authority at its discretion may constitute committees or appoint external agencies for the monitoring of performance, processing and verifying invoices/claims, handling disbursement of funds, etc.
2. Authority may from time to time appoint and reconstitute appropriate committees and agencies, to monitor and coordinate the work and services of the Service Provider and undertake various studies, investigation, inquiries, verifications, etc. as may be considered appropriate.

n. **ARTICLE 14 - REPRESENTATIONS AND WARRANTIES**

1. The Service Provider represents and warrants that:
 - a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or registration;
 - b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
 - c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
 - d) it has the requisite standing and capacity including to undertake the

work under this Agreement;

- e) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f) all the information furnished in the Proposal is, and shall be, true and correct as on the Effective Date and the balance sheet and profit and loss account of the Service Provider for its every accounting years after the Effective Date furnished to the Authority shall give true and fair view of the affairs of the Service Provider;
- g) it shall furnish a copy of its audited accounts within 120 (one hundred twenty) days of the close of its every accounting year after the Effective Date and any material change subsequent to the date of such accounts shall be notified to the Authority by the Service Provider within thirty (30) days of its occurrence and warrants that the accounts and the information furnished as aforesaid shall be true and correct;
- h) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or any covenant, agreement, understanding, decree or order to which, it is a Party or by which it or any of its properties or assets is bound or affected;
- i) there are no actions, suits, proceedings, or investigations pending or, to the Service Provider's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Service Provider under this Agreement or which individually or in the aggregate may result in any adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement;
- j) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any adverse effect or impairment of the Service Provider's ability to perform its obligations and duties under this Agreement;
- k) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have adverse effect on its financial condition or its ability to perform its obligations and duties

under this Agreement;

- l) No representation or warranty by the Service Provider contained herein or in any other document furnished by it to the Authority, or to any Governmental Agency in relation to applicable permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
 - m) it warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing or entering into this Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith; and
 - n) it shall duly renew and maintain Performance Security at all times up till six months after the expiry of the Agreement Period in full force and effect in accordance with the provisions of this Agreement.
2. The Service Provider undertakes to observe the highest standard of ethics during the performance of its obligations under this Agreement without indulging in any Corrupt, Fraudulent, Collusive or Coercive Practices. For the purposes of this provision, the terms set forth below shall have the meaning assigned to them as follows:
 3. The Service Provider acknowledges that prior to the submissions of the Proposal, the Selected Bidder had after a complete and careful examination made, an independent evaluation of all the information provided by the Authority and had determined to the Selected Bidder's satisfaction the nature and extent of such difficulties, risks and issues as are likely to arise or may be faced by the Service Provider in the course of performance of its obligations here under.
 4. The Service Provider acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority shall not be liable for the same in any manner whatsoever to the Service Provider.

o. **ARTICLE 15 – FORCE MAJEURE**

- 1 As used in this Agreement, the expression Force Majeure or Force Majeure Event shall mean occurrence in the State of any or all of

Non-Political Event, Indirect Political Event and Political Event respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the Affected Party) of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has material adverse effect on the Affected Party.

2 Non-Political Event: A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion;
- (b) strikes or boycotts (other than those involving the Service Provider or its respective employees/representatives, or attributable to any act or omission of any of them) interrupting services of the Project for a continuous period exceeding 7 (seven) days in an accounting year, and not being an Indirect Political Event;
- (c) any judgment or order of any court of competent jurisdiction or statutory authority made against the Service Provider in any proceedings for reasons other than (i) failure of the Service Provider to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority; or
- (d) any event or circumstances of a nature analogous to any of the fore going.

3 Indirect Political Event: An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) any Indirect Political Event that causes a Non-Political Event; or
- (c) any event or circumstances of a nature analogous to any of the fore going.

4 Political Event: A Political Event shall mean one or more of the following acts or events by or on account of any Government instrumentality:

- (a) compulsory acquisition in national interest or expropriation of any Project Facilities or rights of the Service Provider;
- (b) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Service Provider to perform its obligations under this Agreement;
Provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit; and
- (c) any event or circumstance of a nature analogous to any of the foregoing.

5 Upon occurrence of a Force Majeure Event, the Service Provider shall by written notice report such occurrence to the Authority within 48 hours from such occurrence. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject matter for any claim for relief under this Article with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or shall have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for mitigating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

6 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it has notified the other Party of the occurrence of the Force Majeure Event forthwith and in any event not later than 48 hours after the Affected Party knew, or ought

reasonably to have known, of its occurrence.

- 7 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular reports containing information of the event and such other information as the other Party may reasonably request from the Affected Party.
- 8 After the Effective Date, if any Force Majeure Event occurs, the dates set forth in the Schedule 2, at the sole discretion of Authority, may be extended by a period for which effect of such Force Majeure Event subsists.
- 9 If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, Authority may in its discretion terminate this Agreement by issuing a termination notice to the other Party without being liable in any manner whatsoever, and upon issue of such termination notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith;
Provided that before issuing such termination notice, Authority shall inform the Service Provider and grant 15(fifteen) days time to make a representation, and may after the expiry of such 15 (fifteen) days period in its sole discretion issue the termination notice.
- 10 The non availability of the Manpower, or other Project Facilities due to repair etc. shall not be considered as Force Majeure and it shall be the responsibility of the Service Provider to arrange for appropriate alternatives to maintain the services and work as stipulated in this Agreement. It shall be entirely the obligation of the Service Provider to maintain the Manpower, and other Project Facilities required rendering the services and working under this Agreement.

p. **ARTICLE - 16 TERMINATIONS**

1. This Agreement shall terminate by efflux of time on the expiry of the Agreement Period.
2. Authority may terminate this Agreement for any of the following events of default (— E v e n t o f D e f a u l t) on the part of Service Provider:
3. The Service Provider is in material breach of this Agreement and in case such breach is rectifiable and the Service Provider fails to cure such breach within a period of 10 days from the receipt of notice from Authority;

4. The Service Provider transfers or creates any Encumbrance, charge or lien over any of the Project Facilities in favour of any person/agency;
5. The Service Provider transfers or fails to perform any of its obligations specified under this Agreement;
6. The Service Provider collects fees in any form from the Beneficiaries/users;
7. The Service Provider has failed to adhere to the performance standards for the Centralized Call Centre (as mentioned in the Schedule 3 to this Agreement) and the default 16 Continues for a period of one month;
8. The Service Provider does not maintain the Performance Security or comprehensive insurance as provided in this Agreement
9. The Service Provider is adjudged bankrupt or insolvent or a trustee or receiver is appointed for the Service Provider or for any of its property that has a material bearing on the Project;
10. Petition for winding up of the Service Provider is admitted by a court of competent jurisdiction;
11. The Service Provider abandons the operations of the Project for more than 15 (fifteen) consecutive days without the prior consent in writing of Authority;

Provided that the Service Provider shall be deemed not to have abandoned such operation if such abandonment was as a result of Force Majeure Event and is only for the period when such Force Majeure Event is continuing.

Or

12. The Service Provider repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
13. Save and except as otherwise provided and without prejudice to any other right or remedy which the Authority may have in respect thereof under this Agreement, upon the occurrence of any Event of Default by the Service Provider, the Authority shall issue a notice to the Service Provider to cure such Default and on the failure of the Service Provider to cure such Default within 30 (thirty) days from date of issue of such notice, the Authority shall be entitled to terminate this Agreement forthwith by a termination notice to the Service Provider and the termination shall be effective from the date notified to the Service Provider.
14. Authority shall be entitled to enforce the Performance Security and the Bank Guarantee and recover the amount due to it in respect of such claim, damages, rights or remedy without prejudice to its rights.
15. Notwithstanding anything to the contrary contained in this Agreement, termination of this Agreement shall be without prejudice to other rights of the Authority including its right to claim and recover damages and other rights and remedies which it may have in law or under this Agreement.
16. Notwithstanding anything contained in this Agreement, the Authority may

terminate this Agreement if it is found after execution of this Agreement that Selected Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice or restrictive practice in the Bidding process. In such circumstances, the Authority shall be entitled to forfeit and appropriate/ invoke the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under this Agreement.

17. Upon expiry or earlier termination of this Agreement, the Service Provider shall:

(a) notify Authority forthwith about the location and particulars of all Project Facilities; and

(b) deliver forthwith the possession and control to Authority or any person designated by Authority and other Project Facilities including software thereof but excluding manpower in working and operable condition, free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by Authority and under Applicable Laws for fully and effectively divesting the Service Provider of all of the rights and interests in the Project.

18. Notwithstanding anything contained in this Agreement, if it is found after execution of this Agreement that Selected Bidder was ineligible to participate in the Bidding process according to the provisions of e-NIT Part-I, Authority shall after giving fifteen days notice to the Service Provider, terminate this Agreement. In such event, Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be.

q. **ARTICLE 17 - DISPUTE RESOLUTION**

1. Amicable Resolution:

a. Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including incompleteness of the Project, between the Parties and so notified in writing by either Party to the other (the Dispute) in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Sub-clause (b) below.

b. In the event of any dispute between the Parties, either Party may call upon the Chief Secretary of the State of West Bengal to mediate and assist the Parties in arriving at an amicable settlement thereof. The Chief Secretary shall meet with the Service Provider not later than 15 (fifteen) days of the date of such request to discuss and attempt to amicably resolve the Dispute.

c. If the dispute is not amicably resolved pursuant to the above as

evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties then the dispute shall be referred to adjudication by the arbitrators.

2. Arbitration:

- (a) Any Dispute, which is not resolved amicably as provided in Clause (1) of this Article 19 shall be finally decided by reference to arbitration by an arbitral tribunal of three arbitrators one each to be appointed by the Authority and the Service Provider and the two arbitrators so appointed to appoint the third arbitrator who shall act as the presiding arbitrator. The arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- (b) The arbitrators shall issue a reasoned award.
- (c) The venue of such arbitration shall be in Kolkata, West Bengal.
- (d) The Parties undertake to carry out any decision or award of the arbitrators (the Award) without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.
- (e) The Parties agree that an Award may be enforced against the Service Provider and/or Authority, as the case may be and their respective assets wherever situated.
- (f) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

r. ARTICLE 18 - GOVERNING LAW AND JURISDICTION

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

s. ARTICLE 19 – INDEMNITY

- 1. Indemnity by the Service Provider:
 - (a) The Service Provider shall indemnify and hold the Authority harmless, from any and all action, claims, suits and / or legal proceedings initiated by any person, third party or otherwise, that may be initiated or raised against Authority whether that may be in the nature of criminal, civil, medico-legal proceedings, proceedings under the Consumer Protection Act, 1986 or any Applicable Law that may arise under this Agreement.

(b) The Service Provider shall also indemnify and hold the Authority harmless from any and all actions, claims, liabilities, costs, damages and expenses of every kind and nature in respect of the sickness, injury or death of any person employed directly or indirectly by the Service Provider and damage to or destruction of any property or equipment of the Service Provider arising during or as a result of the performances or non-performance of this Agreement from any cause whatsoever provided that this Article shall not apply to injury, death, damage or destruction to the extent caused by the gross negligence, default or omission of the Authority or its employees.

2. Indemnity – Third Party:

The Service Provider shall indemnify and hold the Authority harmless from any and all claims, liabilities, costs, damages, and expenses of every kind and nature in respect of the sickness, injury or death of any third party and the damage to or destruction of any property of any third party arising directly or indirectly as a result of any gross negligence, default or omission of the Service Provider or its employees.

3. Non Compliance with Applicable Laws:

The Service Provider shall indemnify and hold the Authority harmless from any fines, penalties and similar charges which may be attributed to or imposed or assessed against the Authority by reason of the failure of the Service Provider to comply fully with all Applicable Laws and Applicable Permits save to the extent such failure was caused by the gross negligence, default or omission of the Authority or its employees.

4. General Indemnity:

The Service Provider shall indemnify and hold the Authority harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by the Authority arising whether directly or indirectly as a result of the breach by the Service Provider of any of the Service Provider's obligations under this Agreement save to the extent such claims, liabilities, costs, damages and expenses were caused by the gross negligence, default or omission of the Authority or its employees.

Notwithstanding the termination of this Agreement, the Service Provider shall indemnify and hold the Authority harmless for and against

any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by the Authority during the subsistence of this Agreement.

5. Enforcement:

For the avoidance of doubt, nothing in this Article shall prevent or restrict a Party enforcing any obligation owed to it under this Agreement.

6. Defense:

The Authority shall promptly notify the Service Provider of any matter which may give rise to a right of the Authority to be indemnified under this Article 21.

The Service Provider may at its own cost conduct negotiations for the settlement of any claim made against it, and any litigation that may arise there from in such reasonable manner as the Authority shall from time to time approve (such approval not to be unreasonably withheld).

The Service Provider may not, however, conduct such negotiations or litigation before it has given the Authority such security as the Authority may reasonably require. The security shall be for an amount required by the Authority, which is its reasonable assessment of the amount for which it may become liable and which are the subject of the indemnities under this Article.

The Authority shall not make any admission which might be prejudicial to the Service Provider unless the Service Provider has failed to take over the conduct of the negotiations or litigation or provide security under this Article 20 within a reasonable time after having been so requested.

t. ARTICLE - 20 MISCELLANEOUS

1. Priority of agreements and errors/discrepancies:

this Agreement, and all other agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (a) this Agreement read with Schedules;
- (b) Letter of Intent
- (c) Request for Proposal and
- (d) All other agreements and documents executed by and between the Parties.

In-case of any discrepancy or conflict between the provisions of the above documents, the provisions of the documents mentioned prior in the above order shall prevail over the provisions of the documents mentioned subsequently in the above order.

2. Waiver:

Waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under this Agreement:

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

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

3. Entire Agreement:

This Agreement and together with the other contract documents and the Schedules constitute complete and exclusive statement of the terms of this Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by the Authority and executed by the person expressly authorized by a resolution of Authority in this behalf.

4. Notices:

Any notice or other communication to be given by one Party to the other Party under, or in connection with the matters contemplated by this Agreement shall be in writing and shall be given at the respective addresses/email Ids/Fax.

5. **Severability:**
If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner.

6. **Relationship of the Parties:**
Nothing contained in this Agreement shall be construed or interpreted as constituting a joint venture, partnership or agency relationship between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. The Parties have entered into this Agreement on a principal to principal basis.

7. **Language:**
All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this agreement shall be in writing and in English language.

8. **Exclusion of Implied Warranties etc.:**
This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement among the Parties or any representation by either Party not contained in a binding legal agreement executed by Parties.

9. **Counterparts:**

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

For the Selected Bidder

IN WITNESS WHERE OF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED For and on behalf of
(Name of the Service Provider): By:

_____ (Signature)
_____ (Name)
_____ (Designation)

SIGNED SEALED AND DELIVERED For and on behalf of
Governor of West Bengal By:

_____ (Signature)
_____ (Name)

Managing Director, WBMSCL
Government of West Bengal

In the presence of:

1. _____
2. _____
3. _____
4. _____

Schedule 2

Project Phasing Activities

The Service Provider shall adhere to following timelines and milestones:

Phase	Timelines	Milestone
Phase I	Within 1 (One) month from contract signing	<ol style="list-style-type: none"> 1. Commission and operate Centralized Call centre (CCC) to cater to manage operations. 2. Recruit and position all the required manpower. <p style="margin-left: 20px;">Repair all dysfunctional equipment of all health within four months of the date signing of contract</p> <ol style="list-style-type: none"> 3. (All equipment that the service provider considers beyond repair shall be listed and the list shall be provided to the Government with reasons for each equipment beyond repair. In such case Government reserves the right to cross verify the equipment to ascertain. The final decision of the Government whether the equipment can be condemned or repair rests with the Government and shall be binding on the service provider)

On achievement of each Phase by the Service Provider, the Service Provider shall intimate the Authority in writing and accordingly the Authority shall verify and issue the Certificates for Completion of each Phase.

The above timelines shall not be extended, except in case of Force Majeure Events. If any Force Majeure Events occurs and Service Provider requests the Authority for extension of time, giving reason for such request, the Authority may, at its sole discretion, agree to extend the timelines by a period for which effect of such Force Majeure Events subsists.

Schedule 3

Performance Standards and Operating Protocols

1 Performance standards-

1. All calls landing on call centre shall be attended. All call log made in the EMIS should also be attended
2. 90% of all calls shall be attended within 20 seconds of first beep.
3. Call voice recording of unanswered calls shall be maintained. Unanswered calls shall be called back within 30 minutes if calls were made before 5 PM. All calls landing after 5:00 PM of previous day and before 8.00 AM of the day shall be called back up to 8.30 AM of the day
4. Service provider shall ensure that at no point in time, any equipment is dysfunctional beyond 5 (Five) days of registering of the complaint at the user end. In case the equipment is dysfunctional beyond 7days,
5. To provide 24x7, 365 days uptime of 95% for all medical equipment in all SSHs. At no point of time in a single breakdown the breakdown should not be more than 5 (Five) days from the date and time of registration of fault.

Note: - a. Time of Call Received- shall be defined as the time at which the CCC has received a call through telephone or any other source (all call landing on call center).

b. Time of completion of maintenance activity shall mean the time at which the repair work completed and equipment became operational.

2 Standard Operating Procedures

The Service Provider shall, within 30 days from the Effective Date, develop and submit to the Authority Standard Operating Procedures (SOP) for the operations for acceptance and approval by the Authority. The Guiding Principles for the Standard Operating Procedures to be developed by the Service Provider are:

- i. Purpose and Scope
- ii. CCC, call handling and Dispatch protocols
- iii. Operation Systems, Structures and Protocols for maintenance (including call response protocols, ring checks, call codes, equipment maintenance, management, communication protocols)
- iv. Operational protocols for special circumstances (natural calamities, mass casualty events (Both manmade and natural),
- v. Reporting structures and formats—overall documentation
- vi. Health and safety protocols for personnel
- vii. Job description, roles and responsibilities of each level of personnel in entire operations
- viii. Training, refresher course and orientation protocols for all levels of personnel

(including staff replacement protocols)

ix. Overall administrative policies

The Standard Operating Procedure shall be developed by the Service Provider and approved by the Authority before the operations. The Authority shall review and communicate its approval or need for changes within a period of fifteen days from the date of submission of the draft Standard Operating Procedure by the Service Provider and in the event no response indicating either the approval or need for specific amendments is received by the Service Provider, then the Authority shall be deemed to have approved the draft Standard Operating Procedure submitted by the Service Provider. The Standard Operating procedure may be reviewed and revised at periodic intervals as the project is implemented subject to provisions of this clause and those below. The Authority shall have the right to, from time to time, unilaterally notify specific change(s) to the Standard Operating Procedure and the Service Provider shall be bound to implement such change from the date of its communication by the Authority to the Service Provider.

Schedule 4

Reporting, Monitoring and Supervision

The Service Provider shall provide detailed operational, clinical and administrative data in a manner that facilitates its retrospective analysis. The Service Provider will have following

- a. **Reporting Obligations.**
 - (i) The Service Provider should prepare and submit monthly and quarterly reports to the Authority or any independent agency nominated by the Authority. A real time monitoring interface/dashboard should be provided by the service provider.
 - (ii) The Service Provider should capture all the information related to operation of CCC/ EMIS and equipments in a centralized database through appropriate application software(s). This would enable periodic (daily, weekly, monthly etc.) reporting of performance and operations. The Service Provider has to share the information in electronic format with the Authority.
 - (iii) The records of the Service Provider shall be subject to inspection by the Authority or any independent agency appointed by the Authority at any time during the term of Agreement.

- b. **Data and Reporting requirements :**

The Service Provider shall maintain proper records of operations including Call logs, Employee Logs, Terminal Access Log, Breakdown/Maintenance/Out of Service Schedule, inventory of consumables, consumption and any other relevant data, and present it to the Authority or any independent agency nominated by the Authority from time-to-time at the discretion of the Authority.

- c. **Monthly Reports Required**

Service Provider shall provide, within 10 business days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. The Service Provider will document and report to the Authority in writing in a form required by the Authority.

Monthly invoices shall be supported by one copy of verification report of every maintenance activity done. Verification report shall be signed by nodal person of hospital looking after the equipment and countersigned by head of the SSHs (Superintendent/MOIC)

- d. **Grievance Redressal System**

The Service Provider shall formulate a grievances redress mechanism. All the complaints and feedbacks shall be recorded and the Service Provider shall maintain the records for the entire duration of the Agreement. All the complaints pertaining to scope of service shall be solved within 5 (Five) days from the date of receiving the complaints.

The Service Provider shall also address to all complaints pertaining to project, either verbally or in written, from the Department / WBMSCL / SSHs, or any other sources within 5 (Five) days from the date of receipt of complaint.

"Bank Guarantee Format"

Prescribed format for Performance Bank Guarantee by the Bank

INDIAN NON JUDICIAL STAMP PAPER OF RS. 100

Bank Guarantee No:

Date:

Expiry Date:

Amount of Bank Guarantee: Rs..... (Rupees.....) only.

To

Managing Director,
West Bengal Medical Services Corporation Limited
Swasthya Sathi Building, Swasthya Bhawan Campus,
GN-21, Salt Lake, Sector-V,
Kolkata- 700 091.

Whereas.....(name of the firm)..... hereinafter all the supplier as undertaken in pursuance of NIT No , dated to supply of the approved items hereinafter called the 'contract'.

And whereas we have agreed to give the supplier a Guarantee.

Therefore, we have affirm that we are the guarantors and responsible to you , on behalf of the supplier up to a total of Rs.(Rupees) only and we undertake to pay you upon your first written demand declaring that supplier to be in default under the contract and without cavil or arguments, any sums within the limit of Rs.(Rupees.....) only as aforesaid, without your needing to prove or to show grounds of reasons for demand or the sum specified therein.

The performance Bank Guarantee will be valid up to 6(six) months after the expiry of agreement period.

Bank Guarantee No. _____ date. _____

The following Account should be treated as the Pooling Account of the Performance Bank Guarantee:

- a) Bank Name : **ICICI Bank ;**
- b) Branch name : **Salt Lake, Kolkata ;**
- c) Beneficiary name : **WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED ;**
- d) Account No : **105605003391 ;**
- e) IFSC Code : **ICIC0001056**

Notwithstanding anything contained therein before,

- 1. Our liability under the Bank Guarantee shall not exceed Rs.(Rupees) only
- 2. This Bank Guarantee shall be valid upto.....
- 3. Our liability to make payment shall arise and we are liable to pay the guarantee amount or any part thereof under this guarantee only and if you serve upon us a written claim or demand in terms of the guarantee on or before(expiry date).

We,(name of the Bank with code No.) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the government, in writing. Dated...

For Bank Authority:-

- 1. Signature :
- 2. Name :
- 3. Designation with seal :
- 4. CBPA NO :
- 5. Guarantee Bond No. :

Signature of the Branch Manager with Bank's seal

TABLE – I

Indicative Asset Value				
Sl	Items	Total number of equipment	Asset value per unit (in lakh Rs.)	Total Asset (in lakh Rs.)
1	Digital Radiography System (Ceiling Suspended)	27	80	2160
2	500 M.A. X-ray machine with Radiography and Fluroscopy	5	15	75
3	300 M.A. X-ray machine with Radiography and Fluroscopy	33	10	330
4	Portable Xray Machine (60 ma) Mobile	5	3	15
5	C arm with accessories	27	20	540
6	CR System	38	6	228
7	Colour Doppler	43	12	516
8	Mammography Unit	5	15	75
9	Biphasic Defibrillator	59	4	236
10	Multiparameter Monitors	64	2	128
11	Suction machine	91	0.3	27.3
12	Head Light Source	27	0.3	8.1
13	Fibreoptic Bronchoscope with light source	5	3	15
14	Nebulizers	160	0.02	3.2
16	Portable Lights	64	0.5	32
17	Patient warmer	64	0.5	32
18	Anesthesia Work Station with Ventillators	139	12	1668
20	OT table	128	3	384
21	OT Lights	128	3	384
22	Flash Sterilizer	32	3	96
23	Surgical Diathermy	128	6	768
24	Automatic External Defibrillator	27	4	108
25	Interferential therapy unit	27	0.5	13.5
26	Ultra sound therapy Unit	27	0.5	13.5
28	Electric Muscle Stimulator	27	0.5	13.5
29	Computerised traction & Microwave therapy	27	0.5	13.5
30	Exercise Therapy Equipment	27	0.5	13.5
31	Infra red lamp	27	0.8	21.6
32	Wax Bath	27	0.2	5.4
33	Shoulder wheel	27	0.05	1.35
34	Radiant Warmer with Bassinet	124	0.3	37.2
35	Baby Incubators	64	2	128
36	Photo Therapy Equipments	75	0.45	33.75
37	Neonatal Ventillator	59	14	826
38	ECG machine computerized	64	2	128

39	B.P. apparatus table model (Analog)	295	0.05	14.75
40	B.P. apparatus stand model (Analog)	295	0.05	14.75
41	Foetal Doppler	64	0.5	32
42	Audiometer	27	4	108
43	Operating Microscope (ENT)	27	18	486
44	ENT Operation set including headlight	59	2	118
46	Laryngoscope fibreoptic ENT	120	4	480
47	Laryngoscope indirect	54	1	54
48	Otoscope	54	0.5	27
49	Head Light (cold light)	54	1	54
50	Sound Proof Room	27	1	27
51	Snellen chart/Drum with remote	38	3	114
52	Trial lens sets with frames	38	0.5	19
53	Log Mar Vision Charts	27	0.3	8.1
54	Ophthalmoscope - Direct	65	1	65
55	Slit Lamp	27	2	54
56	Retino scope	54	0.5	27
57	Perimeter	27	4	108
58	Ophthalmic Dr Chair	38	2	76
59	Keratometre	27	2	54
60	Auto Refractometer	27	2	54
61	Non contact tonometer	27	1	27
62	Dental Chair with accessories	59	2	118
63	Dental X Ray	27	2	54
64	Dental Instruments & Accessories	59	1	59
65	Electric Colorimeter	27	0.5	13.5
66	Semi -Auto analyser Bio Chem	38	0.7	26.6
67	Micro pipettes of different volumes (set of 10 pipettes)	27	1	27
68	Shaker Water bath	27	0.5	13.5
69	Hot Air oven	27	0.4	10.8
70	Lab Incubator	38	0.7	26.6
71	Hot plates	27	0.5	13.5
72	Rotor / Shaker	38	0.5	19
73	Counting chamber	54	0.1	5.4
74	Paediatric Glucometer	27	0.03	0.81
75	Glucometer	59	0.03	1.77
76	Haemoglobinometer	38	0.5	19
77	Automated Microtome	27	6	162
78	Elisa Reader cum washer	27	4	108
79	Electrolyte Analyser	27	1	27
80	Glycosylated Haemoglobinometer	38	7	266
81	Haematology Analyser	27	2	54

82	Laboratory Autoclaves	54	2	108
83	Ordinary Refrigerator	64	0.5	32
84	Floatation Bath	54	0.2	10.8
85	Class – II A Bio Safety Cabinet	43	4	172
86	Cyto Spin	27	1	27
87	Endoscope (OGD)	27	35	945
88	Laparoscope operating major with accessories	27	55	1485
89	Medical Gas system	0	-	-
90	Cold Storage Mortuary Cabinet (6 bodies)	64	6	384

Asset value will be ascertained based on NHSRC indicated value of a item or book value for the item / similar item procured by WBMSCL / any Government organisation / Other Medical Service Corporation

TABLE - II

Sl. No	Location of SSH	District	No of floors	Beds	Turn Key / Non-Turnkey
1	SSH at Chatna	Bankura	5	300	Non-Turnkey
2	SSH at Onda	Bankura	5	300	Non-Turnkey
3	SSH at Islampur	Uttar Dinajpur	5	300	Non-Turnkey
4	SSH at Gangarampur	Dakshin Dinajpur	6	300	Non-Turnkey
5	SSH at Falakata	Alipurduar	5	300	Non-Turnkey
6	SSH at Hatuara	Purulia	10	500	Non-Turnkey
7	SSH at Bolpur	Birbhum	5	300	Non-Turnkey
8	SSH at Sagardighi	Murshidabad	5	300	Non-Turnkey
9	SSH at Kakdwip	South 24 Parganas	5	300	Non-Turnkey
10	SSH at Metiaburuz	South 24 Parganas	5	300	Non-Turnkey
11	SSH at Salboni	Paschim Medinipur	5	300	Non-Turnkey
12	SSH at Debra	Paschim Medinipur	5	300	Non-Turnkey
13	SSH at Nandigram	Purba Medinipur	5	300	Non-Turnkey
14	SSH at Barjora	Bankura	5	300	Turn Key
15	SSH at Jhargram	Paschim Medinipur	5	300	Turn Key
16	SSH at Nayagram (II)	Paschim Medinipur	5	300	Turn Key
17	SSH at Gopiballavpur	Paschim Medinipur	5	300	Turn Key
18	SSH at Panskura	Purba Medinipur	5	300	Turn Key
19	SSH at Jangipur	Murshidabad	5	300	Turn Key
20	SSH at Baruipur	South 24 Parganas	6	300	Turn Key
21	SSH Raiganj	Uttar Dinajpur	10	500	Turn Key

Sl. No	Location of SSH	District	No of floors	Beds	Turn Key / Non-Turnkey
22	SSH at Balurghat	Dakshin Dinajpur	10	500	Turn Key
23	SSH at Suri	Birbhum	10	500	Turn Key
24	SSH at Ghatal	Paschim Medinipur	5	300	Turn Key
25	SSH at Jalpaiguri (RA TB Hospital)	Jalpaiguri	10	500	Turn Key
26	SSH at Egra	Purba Medinipur	8	300	Turn Key
27	SSH at Chanchol	Malda	5	300	Turn Key
28	SSH at Bishnupur	Bankura	5	300	Turn key
29	SSH at Rampurhat	Birbhum	5	300	Turn key
30	SSH at Domkal	Murshidabad	5	300	Turn key
31	SSH at Raghunathpur	Purulia	5	300	Turn key
32	SSH at Malbazar	Jalpaiguri	5	300	Turn key
33	SSH at M R Bangur	Kolkata	10	500	Turn key
34	SSH at Diamond Harbour	South 24 Parganas	5	300	Turn key
35	SSH at Bongaon	North 24 Parganas	5	300	Turn Key
36	SSH at Asansol	Burdwan	5	300	Turn Key
37	SSH at Arambagh	Hooghly	5	300	Turn Key
38	SSH at Basirhat	North 24 Parganas	5	300	Turn Key
39	SSH at Serampore	Hooghly	7	300	Turn Key
40	SSH at Kalna	Burdwan	5	300	Turn Key
41	SSH at Uluberia	Howrah	5	300	Turn Key
42	SSH at Belda	Paschim Medinipur	5	300	Non-Turnkey

*****The end*****