

## Notice Inviting e-Tender

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

Phone No (033) 40340307/40340308

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

SUPPLY OF MEDICAL EQUIPMENTS FOR MULTI / SUPER SPECIALITY HOSPITALS OF THE GOVERNMENT OF WEST BENGAL.

(Submission of Bid through *online*)

Bid Reference No.: WBMSCL /NIT-07/2016

Dated – 12.02.2016

1. West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Government of West Bengal to procure on their behalf **Medical Equipments for Multi / Super Speciality Hospitals** to be supplied to various healthcare establishments of the Govt. of West Bengal.
2. WBMSCL hereby invites bids from eligible and qualified Tenderers for the supply of **Medical Equipments for Multi / Super Speciality Hospitals** as per Schedule of Requirement.
3. Intending Tenderer may download the tender documents from the website: **wbtenders.gov.in**. Tender fees and earnest money to be drawn in favour of 'West Bengal Medical Services Corporation Limited' through Demand Draft / Bank Guarantee issued from any scheduled bank payable at Kolkata.
4. Non statutory documents, Bid – A, Bid – B & Bid – C are to be submitted concurrently.

Sd/-  
Managing Director,

**Table for Important Dates**

Sl.	Items	Publishing date(s)
1.	Date of uploading of N.I.T. Documents (online)/ Date of Issue	12.02.2016
2.	Documents download start date (Online)	12.02.2016
3.	Date of <b>Pre bid Meeting</b> with the intending Tenderers in the Conference Hall of <b>West Bengal Medical Services Corporation Limited</b>	19.02.2016 at 11:00 AM
4.	Bid submission start date (On line)	26.02.2016
5.	Documents download end date (Online)	N.A.
6.	<p>Bid submission closing (On line)                      Bid submission includes:                      i) Non statutory documents to be submitted under <u>My Space</u> (Each sub-category item should be in multiple page single PDF file)                      ii) BID – A (Should be in multiple page single PDF file)                      iii) BID – B (Should be in multiple page single PDF file)                      iv) BID – C (BOQ and the Statement of Breakup of Duties and Taxes &amp; Prices of consumables, spares etc.)</p> <p>Detailed list of documents annexed at Section V Check-List Form</p> <p>Non-statutory document (document uploaded in <u>My Space</u>), Bid – A &amp; Bid – B constitute the technical bid and Bid – C is the financial bid.</p> <p><i>Any wrong or misleading information provided by the Tenderer during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in WBMSCL for at least 5 years.</i></p> <p><b>Each scanned documents should have an index page indicating the name of the documents enclosed with Page no.</b></p>	04.03.2016 at 05:00 PM
7.	<p>Last date of submission of all hard copies of the documents uploaded in e-tender during bid submission <b>except BOQ</b> at the registered office of WBMSCL in two separate envelopes,</p> <p><b>i) In one envelope:</b> Cost of Tender Documents (only by Demand Draft) and Earnest Money Deposit ( Demand Draft / Pay Order / Bank Guarantee)</p> <p><b>ii) In the other envelope:</b> The hard copies of the uploaded documents (<b>except BOQ</b>) arranged in the same sequence as given in the Check List and copy of acknowledgement generated by e-tender portal against the documents uploaded during bid submission. All the documents should be appropriately flagged.</p>	07.03.2016 up to 02:00 PM
8.	Bid opening date for Technical Proposals (Online)(Bid A & B)	07.03.2016 after 02:00 PM
9.	Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the technical bid evaluation	07.03.2016 & 08.03.2016 as per the schedule to be communicated later
10.	Functional demonstration of the equipment	09.03.2016 to 11.03.2016
11.	Submission of non-statutory Wanting document (if any)	Within 11.03.2016 up to 05:00 PM
12.	Opening of Financial Bid	To be notified later

# Section I: Instructions to Tenderers

## A. Important information at a glance

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

### 1. Tender Details

Discipline	Schedule	Item	Qty	Warranty	Comprehensive Maintenance Contract (CMC)
Radiology	Schedule-I	300 M.A X-ray machine with Radiography and Fluroscopy	12	3 Years	4 Years
	Schedule-II	Colour Doppler	12	3 Years	4 Years
Anaesthesiology	Schedule-III	Anaesthesia work station with ventilators	12	3 Years	4 Years
	Schedule-IV	Resuscitation Kit	12	3 Years	NIL
Paediatrics	Schedule – V	Radiant warmer with Bassinet	12	3 Years	4 Years
	Schedule – VI	Photo Therapy Equipment	12	3 Years	4 Years
	Schedule - VII	Weighing Scale (Baby)	12	3 Years	NIL
Ophthalmology	Schedule - VIII	Snellen Chart / Drum with remote	12	3 Years	NIL
	Schedule – IX	Tril lens sets with frames	12	3 Years	NIL
	Schedule - X	Ophthalmoscope –Direct	12	3 Years	NIL
	Schedule - XI	Ophthalmic Dr Chair	12	3 Years	4 Years
	Schedule - XII	Retinoscope	12	3 Years	NIL
Pathology & Microbiology	Schedule - XIII	Semi Auto analyser Bio Chem	12	3 Years	4 Years
	Schedule - XIV	Hot Air oven	12	3 Years	4 Years
	Schedule - XV	Lab Incubator	12	3 Years	4 Years
	Schedule - XVI	Rotor / Shaker	12	3 Years	NIL
	Schedule - XVII	Haemo Globinometer	12	3 Years	4 Years
	Schedule - XVIII	Glycosylated Haemo Globinometer	12	3 Years	4 Years
	Schedule - XIX	Class – I Bio Safety Cabinet	12	3 Years	4 Years
Forensic Medicine	Schedule - XX	Cold Storage Mortuary Cabinet (6 bodies)	12	3 Years	4 Years

### 2. Tender Fees: Exempted

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

Discipline	Schedule	Item	Amount In Lakh INR	Instrument
Radiology	Schedule-I	300 M.A X-ray machine with Radiography and Fluroscopy	2.50	In the form of Demand Draft/In the form of Bank Guarantee (BG) as per
	Schedule-II	Colour Doppler	5.0	
Anaesthesiology	Schedule-III	Anaesthesia work station with ventilators	4.0	
	Schedule-IV	Resuscitation Kit	0.05	
Paediatrics	Schedule – V	Radiant warmer with Bassinet	0.10	
	Schedule – VI	Photo Therapy Equipment	0.10	

	Schedule - VII	Weighing Scale (Baby)	0.05	format given in Form: 4 valid for 180 days
Ophthalmology	Schedule - VIII	Snellen Chart / Drum with remote	0.15	
	Schedule - IX	Tril lens sets with frames	0.15	
	Schedule - X	Ophthalmoscope –Direct	0.10	
	Schedule - XI	Ophthalmic Dr Chair	0.15	
	Schedule - XII	Retinoscope	0.15	
Pathology & Microbiology	Schedule - XIII	Semi Auto analyser Bio Chem	0.50	
	Schedule - XIV	Hot Air oven	0.70	
	Schedule - XV	Lab Incubator	0.70	
	Schedule - XVI	Rotor / Shaker	0.05	
	Schedule - XVII	Haemo Globinometer	0.15	
	Schedule - XVIII	Glycosylated Haemo Globinometer	2.0	
Forensic Medicine	Schedule - XIX	Class – I Bio Safety Cabinet	0.70	
	Schedule - XX	Cold Storage Mortuary Cabinet (6 bodies)	1.50	

#### 4. Annual Turnover Requirements: (E)

The Tenderers should have annual sales turnover (i.e. total turnover of the company) of minimum on an average of last three financial years (2012-13, 2013-14, 2014-15) as per the Audited Accounts of the Organization as mentioned in the table below:

Discipline	Schedule	Item	ANNUAL TURNOVER in Crore Rs.
Radiology	Schedule-I	300 M.A X-ray machine with Radiography and Fluoroscopy	2.5
	Schedule-II	Colour Doppler	5.5
Anaesthesiology	Schedule-III	Anaesthesia work station with ventilators	5.0
	Schedule-IV	Resuscitation Kit	1.0
Paediatrics	Schedule – V	Radiant warmer with Bassinet	1.0
	Schedule – VI	Photo Therapy Equipment	1.0
	Schedule - VII	Weighing Scale (Baby)	1.0
Ophthalmology	Schedule - VIII	Snellen Chart / Drum with remote	1.0
	Schedule – IX	Tril lens sets with frames	1.0
	Schedule - X	Ophthalmoscope –Direct	1.0
	Schedule - XI	Ophthalmic Dr Chair	1.0
	Schedule - XII	Retinoscope	1.0
Pathology & Microbiology	Schedule - XIII	Semi Auto analyser Bio Chem	1.0
	Schedule - XIV	Hot Air oven	1.0
	Schedule - XV	Lab Incubator	1.0
	Schedule - XVI	Rotor / Shaker	1.0
	Schedule - XVII	Haemo Globinometer	1.0
	Schedule - XVIII	Glycosylated Haemo Globinometer	2.5
Forensic Medicine	Schedule - XIX	Class – I Bio Safety Cabinet	1.0
	Schedule - XX	Cold Storage Mortuary Cabinet (6 bodies)	2.0

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

Discipline	Schedule	Item	Timeline in days
Radiology	Schedule-I	300 M.A X-ray machine with Radiography and Fluroscopy	21
	Schedule-II	Colour Doppler	30
Anaesthesiology	Schedule-III	Anaesthesia work station with ventilators	30
	Schedule-IV	Resuscitation Kit	15
Paediatrics	Schedule – V	Radiant warmer with Bassinet	21
	Schedule – VI	Photo Therapy Equipment	21
	Schedule - VII	Weighing Scale (Baby)	15
Ophthalmology	Schedule - VIII	Snellen Chart / Drum with remote	15
	Schedule – IX	Tril lens sets with frames	15
	Schedule - X	Ophthalmoscope –Direct	15
	Schedule - XI	Ophthalmic Dr Chair	15
	Schedule - XII	Retinoscope	15
Pathology & Microbiology	Schedule - XIII	Semi Auto analyser Bio Chem	21
	Schedule - XIV	Hot Air oven	15
	Schedule - XV	Lab Incubator	15
	Schedule - XVI	Rotor / Shaker	15
	Schedule - XVII	Haemo Globinometer	21
	Schedule - XVIII	Glycosylated Haemo Globinometer	30
Forensic Medicine	Schedule - XIX	Class – I Bio Safety Cabinet	30
	Schedule - XX	Cold Storage Mortuary Cabinet (6 bodies)	30

5. (b) Payment Terms

<b>Medical Equipments For Multi / Super Speciality Hospitals</b>	
<b>I. General Terms</b>	
(i) The payment to Manufacturer/ Indian Distributor will be made under Delivered Duty Paid contract.	
(ii) The Tenderers should only quote in INR.	
<b>II. Payment terms for Manufacturer/Indian Distributor</b>	
A. 80 % of the Gross Price of the Equipment shall be paid after delivery and furnishing of Consignee Receipt Certificate (CRC).	
B. Remaining 20% of the Gross Price of the Equipment shall be paid after successful installation, commissioning and initial end user training by the authorised service team of the supplier and furnishing of Satisfactory Installation Certificate (SIC). The SIC shall be signed by the facility / end user or issued after joint certification by authorised official(s) from WBMSCL and the facility/ end user.	
<b>Note:</b> Submission of required Performance Bank Guarantee and signing of Agreement are mandatory for the processing of any Payment.	
<b>Gross Price of Equipment(s)</b> includes value of goods, accessories & ancillaries and taxes, duties, freight charges, insurance, installation , commissioning, end user training as many number of times as required during the period of warranty and any other charges as applicable. <b>Entry tax @ 1% should also be considered in the Gross Price.</b>	

## 6. Performance Security (PS)

(In the form of unconditional and irrevocable Bank Guarantee)

Medical Equipments For Multi / Super Speciality Hospitals
10% of the Bid Value (Validity should be till the completion of Warranty + 60 days).

## 7. Who can Bid (E)

Medical Equipments For Multi / Super Speciality Hospitals
Manufacturing Company or its subsidiary in India can participate in <b>All Schedules</b>
Manufacturer's Authorized Distributor can participate only in <b>Schedule – IV, VII, VIII, IX, X, XI, XII, XIV, XV, XVI, XVII, XVIII &amp; XIX</b>

## 8. Service Up time in Warranty & CMC

Medical Equipments For Multi / Super Speciality Hospitals
Working condition for a minimum period of 354 days out of a period of 365 days.(i.e. 97% uptime)
The response time to any fault should be not more than 12 hrs. Time for rectification should not be more than 72 hours
Maximum Downtime allowed without penalty : 96 hours
Penalty beyond 96 hours of non physical attendance: (i) Schedule I, II, III – Rs 4000 per 24 hour per machine (ii) Schedule V, VI, XII, XIII, XIV, XVIII, XIX , XX- Rs 600 per 24 hour per machine (iii) Schedule VII, VIII, IX, X, XI, XV, XVI, XVII – Rs 400 per 24 hour per machine (iv) Schedule IV – Rs 200 per 24 hour per machine

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

Medical Equipments For Multi / Super Speciality Hospitals
The percentage of 0.5% of the Invoice price for each week or part thereof, of delay until actual delivery or performance, up to a maximum deduction of 5% of the Invoice price.

## 10. Experience and Technical Capacity (E)

Medical Equipments For Multi / Super Speciality Hospitals
The manufacturer whose product is offered by the Tenderer must have commissioned <b>at least 3 (three)</b> same or similar type of product (applicable for all Schedule which are functioning satisfactorily as on the date (s) of physical inspection.
Tenderers shall invariably furnish documentary evidence / Client's certificate of at least 3 (three) users of the quoted model in support of the satisfactory operation in India.

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

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

**Note1:** Warranty and CMC includes the equipment, all accessories and ancillaries as given in the specification of the equipment.

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

Bids will be opened in the presence of Tenderers' representative who chooses to attend on the specified date and time. However, opening of bids will not be stopped for absence of any bidder or his authorized representative at the notified time.

**Note 3: Service Centres**

- Preferably at Kolkata, Siliguri and Durgapur

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

## B. General

### 11. Scope of Bid

- 11.1 The type of goods and related services to be purchased is: **Supply and Commissioning of Medical Equipments for Multi / Super Speciality Hospitals for the hospitals and medical colleges of the Govt. of West Bengal** as per the Schedule of Requirements.

### 12. Source of Funds

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

### 13. Fraud and Corruption

- 13.1 It is WBMSCL policy to require that Tenderers, suppliers and contractors and their subcontractors under WBMSCL contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, WBMSCL:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
- (i) Bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;
  - (ii) Extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;
  - (iii) Fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of WBMSCL or other participants;
  - (iv) Collusion is the agreement between Tenderers designed to result in bids at artificial prices that are not competitive.
- (b) Will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
- (c) Will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a WBMSCL registered Vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;
- (d) Will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;
- (e) Will normally requires a WBMSCL vendor to allow WBMSCL, or any person that WBMSCL may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

- 13.2 Any vendor participating in WBMSCL's procurement activities, shall facilitate to WBMSCL personnel upon first request, all documents, records and other elements needed by WBMSCL to investigate the allegations of misconduct by either vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from WBMSCL vendor roster and may lead to suspension following review by WBMSCL Vendor Review Committee.

- 13.3 It is required that Vendors, their subsidiaries, agents, intermediaries and principals cooperate with WBMSCL Internal Audit Group as well as with other investigations authorized by WBMSCL or by the Government of West Bengal or the Central Government as and when required. Such cooperation shall include, but not be limited to, the following: access to all employees, representatives, agents and assignees of the vendor; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow WBMSCL to repudiate and



terminate the contract and to debar and remove the supplier from WBMSCL's list of registered vendors.

#### **14. Eligible Tenderers**

14.1 A Tenderer and all parties constituting the Tenderer may have the nationality of any country.

14.2 A Tenderer shall not have a conflict of interest. All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- ii) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by WBMSCL to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the Goods to be purchased under these Bidding Documents ; or

14.3 A Tenderer that is under a declaration of ineligibility by WBMSCL in accordance with Instructions to Tenderers at the date of contract award, shall be disqualified. Tenderers shall not be eligible to submit a bid when at the time of bid submission:

- Suppliers are already suspended by WBMSCL; or,
- Suppliers are suspended by the Government of West Bengal or Central Government or any other State Government or WBMSCL,
- Suppliers have been declared ineligible by Government of West Bengal or Central Government or any other State Government or WBMSCL.

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

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

15.2 For purposes of this Clause, the term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## C. Contents of Bidding Documents

### 16. Sections of Bidding Documents

16.1 The Bidding Documents consist of:

- Section I. Instructions to Tenderers
- Section II. General Conditions for Goods (GCG)
- Section III. Special Conditions of Contract (SCC)
- Section IV. Schedule of Requirements
- Section V. Bidding Forms
- Section VI. Contract Forms

16.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

16.3 Tenderers are cautioned to read the specifications carefully (see Section IV - Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Tenderers are encouraged to advise WBMSCL, if they disagree.

16.4 The specifications are the minimum requirements for the products. Products offered must meet or exceed requirements mentioned in technical specifications. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications of or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

### 17. Clarification of Bid Document

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

### 18. Amendment of Bid Document

18.1 At any time prior to the deadline for submission of bids, WBMSCL may amend the Bid Document by issuing amendment to be uploaded in the e-tender portal & website of WBMSCL.

18.2 To give prospective Tenderers reasonable time in which to take an amendment into account in preparing their bids, WBMSCL may, at its discretion, extend the deadline for the submission of bids.

## D. Preparation of Bids

19. Tenderers are to prepare and submit the following:
- i) Non statutory documents to be submitted under My Space
  - ii) BID – A (Should be in multiple page single PDF file)
  - iii) BID – B (Should be in multiple page single PDF file)
  - iv) BID – C (BOQ, the Statement of Breakup of Taxes & Duties and Cost of Consumables & Spares)
- Details are given in “Submission and Opening of Bids”
20. **Cost of Bidding**  
The Tenderer shall bear all costs associated with the preparation and submission of its bid.
21. **Language of Bid**  
The Bid, as well as all correspondence and documents relating to the bid exchanged by the Tenderer and WBMSCL, shall be written in the English language. Supporting documents and printed literature that are part of the Bid, if submitted in any other language provided they are accompanied by an accurate translation of the relevant passages into English and duly authenticated.
22. **Alternative Bids**  
Alternative Bids will not be accepted.
23. **Bid Prices**
- 23.1 The prices in the BOQ shall conform to the requirements as specified in the tender.
  - 23.2 The Incoterms shall be governed by the rules prescribed in the Incoterms 2010, published by The International Chamber of Commerce.
  - 23.3 Prices quoted by the Tenderer shall be fixed during the Tenderer’s performance of the Contract and not subject to variation on any account.
24. **Currencies of Bid**  
The Tenderer shall quote in INR only.
25. **Documents Establishing the Conformity of the Goods and Related Services**  
To establish the conformity of the goods and related services to the Bidding Documents, the Tenderer shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, Schedule of Requirements.
26. **Documents Establishing the Qualifications of the Tenderer**  
As per Form 1: Check-List of Section V of the bid document.
27. **Period of validity of Bids**
- 27.1 Bids shall remain valid for a period of **365** days from last date of online submission of bid. A bid valid for a shorter period than specified in previous lines shall be rejected by WBMSCL as non responsive.
  - 27.2 In exceptional circumstances, prior to the expiration of the bid validity period, WBMSCL may request Tenderer to extend the period of validity of their bids and EMD. In the event of the request for such extension beyond bid validity period, the bidder may or may not

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

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

The bid price shall remain valid for a period of **12 (twelve)** months from the date of signing of the contract.

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

29.1 The EMD shall be in the form of Demand Draft (DD) in original from any scheduled commercial bank as per prescribed form in Section V, in favour of "**West Bengal Medical Services Corporation Limited**", GN-29, Swasthya Sathi, Sec-V, Salt Lake, Kolkata- 700091 in the amount as provided in the **Schedule of Requirements** and denominated in INR.

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

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

29.4 The EMD may be forfeited:

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

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

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

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

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

**32. Confidentiality**

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

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

## E. Submission and Opening of Bids

33. The following are to be submitted:

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

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

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

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	a) PAN Card b) Service Tax registration Certificate c) VAT Registration Certificate d) CST registration Certificate
2	COMPANY DETAILS	COMPANY DETAILS 1	a) License from Government/ Statutory Authority as applicable. OR b) Registration with the Registrar of Companies, if applicable.
		COMPANY DETAILS 2	Manufacturing Licence (National/International). (In case, manufacturing licence is not required / applicable for production of the quoted item, notarized declaration from the manufacturer is to be submitted)
3	CREDENTIAL	CREDENTIAL 1	Performance Statement Form (For the period of last three calendar years ending December 2014 ) - Form 6 of Section V
		CREDENTIAL 2	ISO certificate
4	DECLARATION	DECLARATION1	Income Tax returns for assessment year 2013-14, 2014-15 & 2015-16
		DECLARATION2	Acknowledgement of VAT Returns for 2014-15 /VAT Clearance Certificate.
		DECLARATION3	Acknowledgement of CST Returns for 2014-15 /CST Clearance Certificate.
		DECLARATION 4	Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- for, a) Acceptance of Terms and Conditions of NIT and its Amendments and Addendums thereto. (As per Form 9 of Section V).  <i><b>Note:</b> Technical evaluation of the bid will be taken up only after scrutiny of Form 9 (NIT Acceptance Form) duly notarized.</i>

		DECLARATION 5	Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- as per Form – 7.
5	EQUIPMENT	MACHINERIES 1	Manufacturer’s Authorization (If applicable) as per Form 5 of Section V
		MACHINERIES 2	List of installations & commissioning of offered model. (self declaration)
		MACHINERIES 3	Satisfactory Performance Certificate from at least 3 (three) users of the quoted model in support of the satisfactory operation in India.
6	FINANCIAL INFO	P/L & BALANCE SHEET 2012-2013	P/L & Balance sheet 2013-2014
		P/L & BALANCE SHEET 2013-2014	P/L & Balance sheet 2014-2015

## (ii) Statutory Documents

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

1. EMD (Scanned copy of the instrument through which EMD have been submitted)
2. Declaration of the bidder on letter head that “We agree to submit a copy of the Tender Documents and its Amendments and Addendums thereto duly initialled by us in all pages with our seal/ rubber stamp affixed thereto, in token of acceptance thereof.”

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

1	Model of the equipment offered for <b>(Self Declaration)</b> with Technical Data Sheet
2	Compliance Sheet of the Technical Specifications (Form No. 3 of Section V) duly signed & stamped by Authorised signatory of the Manufacturing company
3	1 set of Brochure of the offered product / model.
4	CE ("Conformité Européene") Certificate/ US FDA/ BIS (as applicable) CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits
5	AERB type approval certificate for Schedule I
6	Pre-requisites of installation like [Power (KVA, Phase, Hz) and any other requirement, if any].
7	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years 2012-13, 2013-14 & 2014-15 (in INR) - to be certified by practicing Chartered Accountant as per format given in <b>FORM 11</b>
8	<b>Form 12: Declaration of Quality Certification of Equipment</b> (as applicable)

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

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

BOQ shall contain the financial quotes in respect of (a) **Gross Price of Equipment** (b) **Comprehensive Maintenance Contract (CMC) charges.**

- (a) **Gross Price of Equipment (GP):** includes value of goods, accessories & ancillaries and taxes, duties, freight charges, insurance, installation, commissioning, end user training as many number of times as required during the period of warranty and

any other charges as applicable. **Entry tax @ 1% should also be considered in the Gross Price.**

(b) **Comprehensive Maintenance Contract (CMC) charges** (excluding taxes and charges): include CMC charges of

(i) The equipment including all other accessories and ancillaries as given in the specification of the equipment.

The rates are to be quoted year wise. 90% (ninety per cent) of the CMC Charges will be paid at the time the CMC is executed against submission of equivalent amount of bank guarantee, balance 10% (ten per cent) will be paid after satisfactory completion of the CMC period (in this case, no Performance Security would have to be deposited by the supplier).

The equipment wise list for preventive maintenance is given in the table below,

Schedule	Equipments	Mandatory preventive Maintenance Service (PMS) visit per year		Remarks
		Warranty	CMC	
I	300 M.A X-ray machine with Radiography and Fluroscopy	2	3	1. Supplier/ authorised service provider must attend all breakdown calls during warranty / CMC period. 2. The supplier should provide Preventive Maintenance Services (PMS) yearly / bi - yearly / quarterly in equal interval to fulfil the minimum number of mandatory PMS as recommended in the previous column during warranty / CMC period. 3. The preventive maintenance includes testing & calibration as per technical / service / operational manual, spares, all software updates and labour.
II	Colour Doppler	2	4	
III	Anaesthesia work station with ventilators	2	4	
IV	Resuscitation Kit	NIL	NIL	
V	Radiant warmer with Bassinet	2	3	
VI	Photo Therapy Equipment	2	2	
VII	Weighing Scale (Baby)	NIL	NIL	
VIII	Snellen Chart / Drum with remote	NIL	NIL	
IX	Tril lens sets with frames	NIL	NIL	
X	Ophthalmoscope –Direct	1	NIL	
XI	Ophthalmic Dr Chair	1	1	
XII	Retinoscope	NIL	NIL	
XIII	Semi Auto analyser Bio Chem	3	3	
XIV	Hot Air oven	1	2	
XV	Lab Incubator	1	2	
XVI	Rotor / Shaker	NIL	NIL	
XVII	Haemo Globinometer	2	2	
XVIII	Glycosylated Haemo Globinometer	2	2	
XIX	Class – I Bio Safety Cabinet	1	2	
XX	Cold Storage Mortuary Cabinet (6 bodies)	1	2	

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

- (i) Breakup for Duties and Taxes (as per Form 8 of Sec V) for equipment and CMC charge.
- (ii) Cost of Consumables & Spares as per Form 10(a) and 10(b).

**Comparison of Financial Bids would be based on the sum of 'a' & 'b' taken together. The rates quoted shall be firm and no variation will be allowed during the period of contract.**

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

***N.B.***

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



## F. Evaluation and Comparison of Bids

### 34. Evaluation of Bids

#### (A) Technical Evaluation

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

- i) **Scrutiny of Form 9 (NIT Acceptance Form) duly notarized**
- ii) **Scrutiny of documentary evidence as per Form 1: Check-list, Section V of Bid document submitted by the Tenderers**
- iii) **Evaluation of Spec indicator:**

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

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

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

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

#### B. Financial Evaluation

Financial Bids (Bid - C) of the technically qualified Bidders would only be opened. **Comparison of Financial Bids would be based on the sum of 'a' & 'b' taken together as mentioned in "Submission and Opening of Bids" quoted by the tenderers.**

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

### 35. Responsiveness of Bids

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

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

- (a) Affects in any substantial way the scope, quality, or performance of the goods and related services specified in the Contract; or

- (b) Limits in any substantial way, inconsistent with the Bidding Documents, WBMSCL's rights or the Tenderer's obligations under the Contract; or
- (c) If rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive bids.

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

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

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

### **36. Examination of Terms and Conditions and Technical Evaluation**

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

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

### **37. Domestic Preference**

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

### **38. Financial evaluation**

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

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

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

## G. Award of Contract

### 41. Award Criteria

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

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

- 42.1 WBMSCL reserves the right to increase or decrease the quantity of goods and related services originally specified in Section IV, Schedule of Requirements, provided this does not exceed 40 % (Forty percent) above or 20% (Twenty percent) below the original required quantity and without any change in the unit prices or other terms and conditions of the Bid Documents.

### 43. Publication of Award of Contract

- 43.1 WBMSCL shall publish the Award of Contract in e-tender portal and its website [wbtenders.gov.in](http://wbtenders.gov.in), [www.wbmsc.co.in](http://www.wbmsc.co.in), [www.wbmsc.gov.in](http://www.wbmsc.gov.in), [www.wbhealth.gov.in](http://www.wbhealth.gov.in).

### 44. Signing of Contract

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

### 45. Performance Security

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

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

## Section II. General Conditions of Contract

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

### 1. APPLICATION AND LEGAL STATUS OF THE PARTIES:

The General Conditions Of Contract incorporated in section –II shall be applicable for the purchase and / or supply of Medical Equipments for Multi / Super Speciality Hospitals in the hospitals and medical colleges of the Government of West Bengal and to the extent the same are not superseded by the Special Conditions Of Contract prescribed under section III, section IV or Schedule of Requirement of this document.

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

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

### 2. DEFINITIONS:

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

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

### 3. CONTRACT PRICE;

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

## 4. PACKAGING OF THE GOODS:

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

## 5. TRANSPORTATION AND FREIGHT:

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

## 6. DELIVERY OF GOODS:

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

## 7. INSPECTION OF THE GOODS:

- 7.1 All goods may be subjected to inspection and testing by FIRST PARTY or its designated representatives at all times and places including the period of manufacture and in any event prior to final acceptance by FIRST PARTY.
- 7.2 Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the SECOND PARTY of any of its warranties or the performance of any obligations under the Contract.

**7.3 For goods supplied from within or outside India.**

a) For goods supplied from within or outside India, Purchaser retains the right to perform pre-shipment inspection at the manufacturer's premises and an independent quality control laboratory testing **at its own cost**.

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

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

**8. ACCEPTANCE OF GOODS:**

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

**9. REJECTION OF GOODS:**

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

**10. TITLE:**

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

**11. PERFORMANCE SECURITY:**

11.1 Within 14 days of receipt of the AOC from WBMSCL, the successful Tenderer, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL as per table 6, **Performance Security (PS) at Section I: Instructions to Tenderers under sub-section A. Important information at a glance** for an amount of 10% of the Contract Price (bid value ) in full or in parts, valid up to 60 days after the date of completion of all contractual obligations, till the last date of warranty obligations.

- 11.2 Banks issuing Performance Securities must be acceptable to the FIRST PARTY, i.e. they have to be scheduled commercial banks.
- 11.3 Discharge of the Performance Security shall take place upon expiry of the Performance Security or the completion of all contractual liabilities of the Supplier as per as per table 6, Performance Security (PS) at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.
- 11.4 In the event of any amendment issued to the Contract, the Supplier shall, within 14 (fourteen) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.

## **12. WARRANTIES:**

### **12.1 Goods Warranties:**

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

- 12.1.1 The Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known in writing by FIRST PARTY to the SECOND PARTY and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;
- 12.1.2 If the SECOND PARTY is not the original manufacturer of the Goods, the SECOND PARTY shall provide FIRST PARTY with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided hereunder;
- 12.1.3 The Goods are of the quality, quantity and description required by the Contract;
- 12.1.4 The Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets.
- 12.1.5 Unless otherwise indicated in the Technical Specifications, this warranty shall remain valid for 1 (One) year after the Goods have been commissioned at the final destination indicated in the Contract subject to issue of certificate regarding date of commissioning issued by the consignee.
- 12.1.6 During the warranty, free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier during the period of warranty.
- 12.1.7 If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 12.1.8 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods and services to be provided

by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

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

## 13. INDEMNIFICATION:

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

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

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



## 14. LIQUIDATED DAMAGES:

Except under the circumstances of force majeure as described, if the SECOND PARTY fails to deliver any or all of the Goods by date(s) of delivery as per conditions of the contract, FIRST PARTY may, without prejudice to any or all its other remedies under the contract, deduct from the contract price, as per **table - 9 Liquidated damages for delayed delivery / delayed setting up of Services at Section I: Instructions to Tenderers under sub-section A. Important information at a glance**

## 15. PENALTY FOR DEFAULT:

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

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

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

## **16. CHANGES IN QUANTITY:**

FIRST PARTY may at any time by written instruction vary the general scope of this Contract by 40% (forty percent) above or 40% (twenty percent) below the original Contract quantity at the accepted terms & conditions. The price for the additional quantity will be as per the contracted price of this bid.

## **17. TERMINATION FOR CONVENIENCE:**

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

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

## **18. TERMINATION FOR DEFAULT:**

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

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

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

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

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

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

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

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

18.2 Upon occurrence of one or more of the events specified above, FIRST PARTY shall follow the procedure of issuing notice or show cause specifying the time frame and on

being not satisfied with the explanation, be entitled to terminate the Contract immediately. The decision of FIRST PARTY shall be final and binding on the Tenderer.

## **19. CONSEQUENCES OF TERMINATION:**

- 19.1 In the event of any termination of the Contract, upon receipt of notice of termination by FIRST PARTY, the SECOND PARTY shall, except as may be directed by FIRST PARTY in the notice of termination or otherwise in writing:
  - 19.1.1 Take immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, including, but not limited to, fulfilling any outstanding orders for Goods under the Contract and in doing so, reduce expenses to a minimum;
  - 19.1.2 Place no further orders for Goods or other materials, except as FIRST PARTY and the SECOND PARTY agree in writing are necessary to fulfil any outstanding order or to complete any portion of the Contract that has not been terminated;
  - 19.1.3 Transfer title and deliver to FIRST PARTY any Goods remaining to be delivered as stipulated in the notice of termination; and
  - 19.1.4 Take any other action that may be necessary or that FIRST PARTY may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the SECOND PARTY and in which FIRST PARTY has or may be reasonably expected to acquire an interest.
- 19.2 In the event of any termination of the Contract, FIRST PARTY shall not be liable to pay the SECOND PARTY except for those Goods delivered to FIRST PARTY in accordance with the requirements of the Contract, but only if such Goods were ordered, requested or otherwise provided prior to the SECOND PARTY's receipt of notice of termination from FIRST PARTY.

## **20. CONFIDENTIALITY:**

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

- 20.3 The obligation of a party under the two foregoing paragraphs shall not apply to information that:
- 20.3.1 Now or hereafter enters the public domains through no fault of that party;
- 20.3.2 Can be proven to have been possessed by that party at time of disclosure and which was not previously obtained, directly, from the other party, or
- 20.3.3 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

## **21. FORCE MAJEURE:**

- 21.1. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution insurrection, flood earthquake or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the SECOND PARTY. The SECOND PARTY acknowledges and agrees that, with respect to any obligation under the contract that the SECOND PARTY must perform any delays or failure to perform such obligation arising from or relating to harsh conditions within such areas shall not, in and of itself, constitute Force majeure under the contract. Further the SECOND PARTY acknowledges and agrees that scarcity of raw materials, power cut, workers unrest (even if wide spread) will not constitute force majeure under the contract.
- 21.2. In the event of and as soon as possible after the occurrence of any cause constituting Force majeure, the SECOND PARTY shall give notice and full particulars in writing to FIRST PARTY, of such occurrence or cause if the SECOND PARTY is thereby rendered unable, wholly or in part to perform its obligations and meet its responsibilities under the contract. The SECOND PARTY shall also notify FIRST PARTY of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the contract. Not more than fifteen (15) days following the provision of such notice Force majeure or other changes in conditions or occurrence, the SECOND PARTY shall also submit a statement to FIRST PARTY of estimated expenditure that will likely be incurred for the duration of the change in condition or the event. On receipt of notice or notices required hereunder, FIRST PARTY shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the SECOND PARTY of a reasonable extension of time in which to perform any obligations under the contract.
- 21.3. If an event of force majeure exists and the SECOND PARTY fails, within seven (7) days of such event to give notice in writing to FIRST PARTY and if the SECOND PARTY is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, FIRST PARTY shall have the right to suspend or terminate the contract on the same terms and conditions except that the period of notice shall be seven (7) days. In any case, FIRST PARTY shall be entitled to consider the SECOND PARTY permanently unable to perform its obligations under the contract in the case of the SECOND PARTY's suffering any period of suspension in excess of ninety (90) days.

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

## **22. SOURCE OF INSTRUCTIONS:**

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

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

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

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

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

## **25. ASSIGNMENT:**

- 25.1 The SECOND PARTY shall not, except after obtaining the prior written approval of FIRST PARTY, assign, transfer, pledge, or make any other disposition of this contract or any part hereof or of any of the SECOND PARTY's right or obligations hereunder,

except with the prior written authorization of FIRST PARTY. The SECOND PARTY may assign or otherwise transfer the contract to the surviving entity resulting from a reorganization of the Party's operations.

- 25.2 Prior to the written approval of FIRST PARTY, the SECOND PARTY shall promptly notify FIRST PARTY of such assignment at the earliest opportunity subject to the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the contract and such writing is promptly provided to FIRST PARTY following the assignment or transfer and FIRST PARTY finds that the SECOND PARTYs has the financial and technical capacity as laid down in the tender document to carry out the assignment provided that:
- 25.2.1 Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and
- 25.2.2 Such reorganization arises from sale, merger, or acquisition of all or substantially all of the SECOND PARTY's assets or ownership interest; and
- 25.2.3 Such reorganization is not taking place with any of the Tenderer who had participated in the Tender or who will be deemed to have conflict of interest as defined in the tender documents process for the same tender.
- 25.3 However, should the SECOND PARTY become insolvent or should control of the SECOND PARTY change by virtue of insolvency, FIRST PARTY may, without prejudice to any other right or remedy, terminate this contract.

## **26. AMICABLE SETTLEMENT:**

When a dispute arises under this agreement, the parties shall make all reasonable efforts to resolve through good faith negotiation, failing which they will attempt at dispute resolution with the intervention of the Principal Secretary, the DoHFW, GoWB

## **27. ARBITRATION:**

1. Except for a dispute in connection with termination in which respect the decision of FIRST PARTY shall be final, any dispute between the parties arising out of or relating to this agreement which cannot be resolved through good faith negotiation shall be settled in arbitration, in terms of the provisions of the Arbitration and conciliation Act-1996(no.26 of 1996). The arbitration hearing shall be held in Kolkata only. The award of the arbitrator (s) shall be binding on both the parties. The cost of arbitration shall be borne by the respective parties.
2. Pending the submission of and / or decision on a dispute, difference or claim, or until the arbitral award is published, the party shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

## **28. COURT OF LAW:**

In case of any dispute in between the parties, the matter will be settled in appropriate Court of Law within Kolkata Jurisdiction.

## 29. QUALITY OF EQUIPMENT:

The equipment should have compliance with CE (European Conformity) standards & safety. In case the name of the offered model is not under the scope of the certification, the bidder will submit a notarized declaration in the format given in FORM 12: Declaration of Quality Certification of Equipment

## Section III. Special Conditions of Contract

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

SCC -1	GCC - 6	<p><b>Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement</b></p> <p>However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary.</p> <p><b>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:</b></p> <p>I. <b>For Goods supplied from abroad :</b></p> <p>(A) Upon shipment, within 24 hours the SECOND PARTY shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the SECOND PARTY shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The SECOND PARTY shall first fax the above details and then send to the Purchaser, by courier, two sets of documents comprising one original and one copy of the following:</p> <p>(i) Commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the <b>Department of Health and Family Welfare, Government of West Bengal</b>; the Contract number, Goods description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</p> <p>(ii) Negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the <b>Department of Health and Family Welfare, Government of West Bengal</b> and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;</p> <p>(iii) Packing list identifying contents of each package;</p> <p>(iv) Manufacturer's Warranty Certificate covering all items supplied;</p> <p>(v) Manufacturer's Certificate of Origin covering all items supplied;</p> <p>(vi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies;</p> <p>(vii) Manufacturer will submit a pre-shipment advisory note to purchaser &amp; consignee at least 15 days prior to the scheduled delivery of the</p>
--------	---------	--



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

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

## Section IV. Schedule of Requirements

### Contents

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

# 1. List of Consignee

Schedule	Description of Goods	Consignee List	Total Quantity (in number)
Schedule-I	300 M.A X-ray machine with Radiography and Fluroscopy	<ol style="list-style-type: none"> <li>1. Chatna</li> <li>2. Onda</li> <li>3. Gangarampur</li> <li>4. Falakata</li> <li>5. Islampur</li> <li>6. Kakdwip</li> <li>7. Metiabruz</li> <li>8. Bolpur</li> <li>9. Sagardighi</li> <li>10. Nandigram</li> <li>11. Salboni</li> <li>12. Debra</li> </ol>	12 (1 unit in each of the 12 consignees)
Schedule-II	Colour Doppler		
Schedule-III	Anaesthesia work station with ventilators		
Schedule-IV	Resuscitation Kit		
Schedule – V	Radiant warmer with Bassinet		
Schedule – VI	Photo Therapy Equipment		
Schedule - VII	Weighing Scale (Baby)		
Schedule - VIII	Snellen Chart / Drum with remote		
Schedule – IX	Tril lens sets with frames		
Schedule - X	Ophthalmoscope –Direct		
Schedule - XI	Ophthalmic Dr Chair		
Schedule - XII	Retinoscope		
Schedule - XIII	Semi Auto analyser Bio Chem		
Schedule - XIV	Hot Air oven		
Schedule - XV	Lab Incubator		
Schedule - XVI	Rotor / Shaker		
Schedule - XVII	Haemo Globinometer		
Schedule - XVIII	Glycosylated Haemo Globinometer		
Schedule - XIX	Class – I Bio Safety Cabinet		
Schedule - XX	Cold Storage Mortuary Cabinet (6 bodies)		

**Please note:**

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

## 2. TECHNICAL SPECIFICATIONS

### SCHEDULE - I

#### 300 M.A X-ray machine with Radiography and Fluroscopy

**1. X Ray Generator**

2. Two pulse X-ray generator
3. Power output: at least 24 KW X Ray Generator 300mA , 100 KV
4. Electronic Timer
5. To increase the X-ray tube life, X-ray generator should be provided with a device capable of stopping rotating anode immediately after the termination of the exposure.

**6. X Ray Tube:**

- i) Dual focus X-Ray tube of 30 KW capacity.
- ii) Output of the tube should match with output of the generator.
- iii) Tube should be of rotating anode type.
- iv) The unit should offered with 1 (one) manual collimator.
- v) Focal spot: 1mm x 1mm & 2mm x 2mm
- vi) System should have inherent filtration

**7. Column Stand**

8. Light weight Floor to Ceiling type with Spring Counter Balancing System with rope failure protection device. It should be 360 degree rotatable.

**9. Examination Table**

10. Table top should be radiolucent with negligible X-Ray absorption, stain free, break resistant & water proof.
11. Vertical to head down position with automatic stop at Vertical, Horizontal and Head down position.
12. Table should be provided with obstacle protection during horizontal to vertical position.
13. Spot Film Device should be provided with magnetic breaks and automatic arrest facility during spot filming.
14. Bucky with adjustable cassette tray with a grid ratio of 10:1 and 100 lines per inch
15. Motorized Under Couch Collimator and Manual Over Couch collimator.
16. The Spot Film Device should include the following:
17. 4 in 1 on 8"X10" Film

18. 2 in 1 on 10"X12" Film
19. 1in 1 on 14"X17" Film
20. along with a suitable grid
21. Foot Rest, Abdomen Binder, Compression Device foot Switch hand Grip, Skull Cone, Shoulder Rest, Strap Radiation flaps
22. IITV
23. The entire system should have resolution of 10lp/cm and consist of the following:
24. Light weight ceiling free IITV system mounted on the table.
25. High resolution CCD camera to capture the image from the output phosphor of the II.
26. Trolley mounted 17" TFT Monitor (44")
27. specifications of the Image Intensifier:
28. Nominal entrance field diameter of 23 cm with triple field selection capability.
29. Output window size 20-25 mm.
30. Vertical & Horizontal image orientation reversal switches mounted on II.
31. The assembly should have 'All metal' construction and provide magnetic and lead shielding.
32. **Specifications of the CCD camera.**
33. Should be of PAL Systems with minimum 750 x 580 pixels.
34. Video Standard 50 Hz. 625 lines interlaced.
35. Video gain should have automatic gain control.
36. Circular blanking facility.
37. Video output – 1 Vpp composite video.
38. Last image hold facility must be present.
39. **Specification of the monitor.**
40. TFT/LED type Medical Grade monitor minimum 43 cm. 17" diagonal with circular mask.
41. Local controls for image contrast and brightness adjustment.
42. Should be cart/ trolley mounted and movable anywhere in the fluoroscopy room.
43. Vertical Bucky stand for standing abdomen (quote optionally).
44. Quoted unit should be approved by BARC/AERB.
45. **Accessories:**
46. Cassettes : Push lock type cassette with Green/Blue Base Rare earth screens of size :
47. 8"x10" – 2 nos.

- 48. 10"x12" – 2 nos.
- 49. 14"x14" – 2 nos.
- 50. 14"x17" – 2 nos.
- 51. Radiation Shield – 1 no
- 52. Lead Aprons – 4 nos.
- 53. Standards, safety, and training**
- 54. Should have the ISO certification and the copy of the same should be enclosed along with the technical bid.
- 55. Training should be provided for users and biomedical engineers.
- 56. Unit should have type approval certificate from AERB.
- 57. Should comply with CE /BIS Standards.
- 58. During installation supplier should provide the QA report with film along with room layout (Scale 1:50).
- 59. Documentation**
- 60. User/Technical/Maintenance manual to be supplied in English
- 61. Certificate of calibration and inspection from factory.

## SCHEDULE - II

### Colour Doppler

1. State of art Colour Doppler system with full digital technology for whole body applications to include (both adults and paediatric)which include abdominal, obs/gyn, peripheral vascular, musculoskeletal, small parts imaging and endocavitary (transvaginal /transrectal) with the following specifications
2. Latest generation electronic phased array color doppler system with minimum 1000 electronic independent channels. System should be DICOM 3 or higher version compatible and capable of being interfaced with HIS/RIS/PACS and connectivity to any PC/computer etc in DICOM format.
3. Should be field upgradeable to next generation system on site. All new software should be upgraded free of cost for at least 3 years.
4. Speckle reduction filter, real time spatial compounding, frequency compounding or better technology should be available in convex and linear probes for better resolution and penetration.
5. Latest generation electronic phased array color Doppler system with minimum 1000 electronic independent channels.

6. 256 gray shades or more for sharp contrast resolution.
7. System should be offered with following electronic broad band width transducers
8. Broad band convex array transducer with frequency range of 2 - 6 MHz suitable for radiology applications.
9. Broad band Linear array transducer frequency range of 6 - 12 MHz suitable for vascular and small parts applications.)
10. Trans rectal Transducer 5 - 9 MHz or more- transrectal probe should have biopsy facility with needle guides .
11. Harmonic Imaging should be available in all probes with the following modes and setting for:
  12. Tissue harmonic
  13. Contrast harmonic
  14. Harmonic angio
  15. Quantification of harmonics imaging
  16. Harmonic imaging in power Doppler imaging mode for improved sensitivity and specificity in differentiating blood/agent from tissue.
  17. Gain control in two dimensions for additional level of flexibility to image quality control.
  18. Real time high frequency 2D for higher resolution and low frequency Doppler for higher sensitivity in all probes.
  19. Frame rate should be 150 FPS or more. The frame rate in triplex mode should not be less than 12 frames per second.
  20. Steerable PW/CW on all phased array probes.
  21. High-definition acoustic zoom for enlarging sections of 2D and color flow images with more acoustic information for greater clarity and detail while maintaining an optimal frame rate.
  22. Modes – 2D B Mode, B/B Mode, M-Mode, steerable PW/CW Doppler, color Doppler, B/M Mode, B/PW Doppler, B/CW Doppler, B/ Power Angio, B and Power Angio should be available.
  23. Monitor should be High resolution, non interlaced LCD Color monitor of 17 inches or more with tilt and swivel facility to view in all angles and all light conditions.
  24. Color flow imaging for
  25. Increased lateral & spatial resolution
  26. Detection of even subtle areas of turbulence, displaying a more physiological blood flow appearance without loss of frame rate
  27. Color flow with capability of automatically picking up color flow as a function of focal depth.
  28. Tissue colorization (B-Color) for improved contrast resolution.
  29. Should have facilities and application software for adult abdominal, obs/gyn, peripheral vascular, musculoskeletal, small parts imaging and endocavitary applications. (All



- application package should be built into the system).
30. Cine loop facility, both frame by frame and in cine mode, with a memory for atleast 300 2D color images' review and atleast 20 seconds of doppler and M mode data.
  31. High frame rate review for better clarity of playback images study in slow motion.
  32. Quad loop with memory for pre and post image comparison of any procedure.
  33. Memory – 256 frames or more in quad loop. M Mode & Doppler scroll memory -40 seconds or more.
  34. PW velocity range up to 5.5 m/s & more than 6.5 m/s with HPRF option at 0 degree preferably. Automatic real time/ frozen tracing of instantaneous peak velocity & instantaneous mean velocity ( or frequency ) should be available.
  35. Various maps for pre and post processing.
  36. System Dynamic Range should more than 150db
  37. User defined system and application presets for multi-user department. The number of application presets is to be mentioned
  38. In- built hard disk storage capacity of at least 80 GB with facility of direct storage and retrieval of B/W and color images (both frozen and cine loops). CD, DVD drive for read and write of stored images.
  39. Depth of Field Minimum 28 cm should be available
  40. PRF Range should be 500 Hz to 50,000 Hz
  41. Alpha numeric key board with illuminated keys and status display. Key panel Height Adjustment should be possible. All panel key should be customized, including Freeze Key.
  42. Color Map resolution up to 128 levels.
  43. Facility for high definition digital acquisition, review and editing for complete patient studies.
  44. Unit should have 3transducers holders and one gel bottle holder
  45. 3 Active Ports should be available. Any Probes any Port interchangeable connectivity should be possible with simple electronic selection method for interchanging transducers
  46. Detailed Radiology, obs & gyn and vascular measurement packages should be available.
  47. System should have extensive calculation packages
  48. a. Distance, volume ,Area, % stenosis on B mode
  49. b. Distance, Time, Heart Rate, Slope on M mode
  50. c. Velocity, Acceleration time, Slope, PI, RI, S/D Ratio with Auto Doppler calculation on Doppler mode
  51. The system should have Up / Down & Right / Left Image rotation, One touch Image optimization and Edge Enhancement settings
  52. The system should have gate adjustments on spectral modes, auto angle correction, filter adjustment, base line and sweep speed adjustments.
  53. System should have facility for separate 2D quick scan (auto 2D optimization)I Doppler

Quick Scan(auto baseline and PRF adjustment).

#### **54. SYSTEM ACCESSORIES AND CONSUMABLES**

55. Colour Laser printer with direct printing connectivity for printing stored images
56. Online UPS with capacity for 30 mins back-up of all functions of the equipment i.e performing ultrasound procedure, exposure onto films
57. Color printer paper – 100 sheets
58. Power supply
59. Power input to be 220 – 240 VAC , 50 Hz fitted with Indian plug. Resettable overcurrent breaker shall be fitted for protection.
60. Standards, Safety, and Training.
61. Should be US FDA or CE approved product
62. Manufacturer should have ISO certification for quality standards.
63. On site comprehensive training for lab staff and support services till customer satisfaction with the system
64. Documentation
65. User/Technical/Maintenance manual to be supplied in English
66. Certificate of calibration and inspection from factory.

### **SCHEDULE – III**

#### **Anesthesia Work Station with Ventilators**

1. The Anesthesia Machine should have the following essential components.
2. Anesthesia machine complete with Anesthesia gas delivery system.
3. Circle absorber system.
4. Precision vaporizer for halothane, isoflurane
5. Anesthesia ventilator.
6. Should have provision for delivery of oxygen, nitrous oxide and medical air with pressure gauges. With 3 flow meters for oxygen ,nitrous oxide and air.
7. Should have independent attachments for connecting central gas supply and pin indexed cylinders. Should have provision for attaching 1 cylinder of(O<sub>2</sub> and N<sub>2</sub>O).
8. Oxygen and Nitrous oxide should be linked either mechanically or pneumatically to ensure a minimum of 25% oxygen delivery at all times to avoid delivery of hypoxic mixture.
9. Should have audio-visual oxygen Failure warning System with Nitrous oxide cut off.
10. Should have back bar which is ISO pin type to attach vaporizer easily.
11. Should be supplied with necessary attachments to use of the breathing circuits (Bains, Jackson-Rees and closed circuit etc.) Reusable circuit for adult and pediatric will be provided.
12. Should have top shelf to keep monitors and a tabletop to keep anesthetic drugs, equipments etc.
13. The machine should possess battery back up if any electrical components are present
14. Castor wheels should be durable and moisture resistance & Smooth.

15. The Anesthesia machine frame should be made of rust proof material/Stainless steel.
16. Unit provided with a integrated battery back up
17. Standard Circle Absorber System
18. Should have adjustable pressure limiting valve, breathing circuit pressure measuring device.
19. Should have a bag/ventilator selecting valve integrated onto the absorber. Absorber is having isolation when using with patient
20. Facility to attach oxygen sensor.
21. Should have dual absorbent chamber canister. Arranged vertically one above the other.
22. Precision Vaporizers (Temperature and flow compensated) for Servoflurane, Isoflurane & halothane.
23. Should be easy to attach and dismount from the back bar.
24. Vaporizers should have ISO pin type (Selectatec) mounting and vaporizer interlocking facility.
25. Should have a standard filling port with keyed filling device.
26. Should be designed for transport with liquid in vaporizer chamber with protection against tipping and shaking
27. Maintenance free vaporizer (desirable)
28. Ventilator should be a bag in bottle anesthesia ventilator with standing (ascending) bellows.
29. Should be supplied with adult and pediatric bellows.
30. Should be able to set tidal volume, respiratory rate and I:E ratio
31. Ventilator should have audible alarms for ventilator failure, low oxygen supply pressure, inadequate volume delivery, disconnection alarm, and power supply failure.
- 32. Standards, Safety and Training**
  - i. Should be US FDA and CE approved product.
  - ii. Manufacturer should have ISO 9001 certification for quality standards.
  - iii. On site Comprehensive training for lab staff and support services till customer satisfaction with the system
- 37. Documentation**
  - i. User / Technical / Maintenance manuals to be supplied in English.
  - ii. Certificate of calibration and inspection.

## SCHEDULE – IV

### Resuscitation Kit

#### Technical Specifications

1. Should have Silicone self expanding Manual Resuscitators of all sizes (Infant, Pediatrics. Adult) with mask of all sizes.
2. 100%, autoclavable; reusable
3. Non re-breathing valve with 40 cm of H<sub>2</sub>O pressure release for infant and paediatric
4. 360° swiveling patient connector with standard 15 mm / 22 mm diameter
5. Oxygen reservoir bag with valves
6. 2 mtr. PVC oxygen tubing
7. Should have Laryngoscope of both straight blades and curved blades of various size Standard blades (Macintosh, Miller), Non-standard blades ( McCoy)
8. Lighted stylet for oral and nasal intubation
9. Oral Airways -Silicone, autoclavable & reusable in sizes 000, 00 & 0, 1,2,3,4
10. adult size nasal airways, one(1) each 20F, 22F, 24F,26F, 28F, 30F, 32F, 34F

11. Four pediatric nasal airways, One(1) each 12F, 14F,16F,18F
12. Magils forceps all standard sizes
13. All size malleable Stylet ( for endo-tracheal tube for neonate to adult)
14. Gum elastic bougie(size 3/ 4)
15. Laryngeal Mask Airway Classic reusable (sizes-1 ,2, 3,4 )
16. Cricothyrotomy set

## SCHEDULE – V

### Radiant Warmer with Bassinet

1. The fixed radiant warmer comprises of heating element of 500-600 W and with display of skin temperature in manual mode while control and skin temperature in servo mode. The heater box must be swivel & construction of the stainless steel reflector & guard rail is such that there is no possibility of shock hazards.
2. There should be a light source for making (halogen /LED) observation of the patient.
3. The baby tray comprises of the clear acrylic collapsible side panels. The baby tray should be of minimum 6 mm thickness, unhinged and can be easily removed for cleaning. Warmer and bassinet should be separate, on wheels and should be able to lock warmer and bassinet in position. Warranty should include replacement of side panel, in case of breakage during warranty period under normal handling. For further replacement, a unit cost per replacement.
4. The unit should be able to accommodate X – ray unit. There must be acrylic X–ray tray with X-ray guide for positioning the cassette.
5. The system must be design in such a manner that disinfection can be carried out easily. The unit should have Trendelenburg and reverse Trendelenburg (continuous mode maximum upto 15 deg).
6. Mattress padding should be with a foam density of 21 – 25 kg / m Mattress cover should be made of fire retardant material and should be anti bacterial and washable. Mattress should be waterproof and resistant to cleaning with chlorine based solution.
7. There must be display for the temperature control for the measured value & set value. Temperature display should be bright, numerical with at least 1" LED display. The unit should have a rechargeable battery back up to show the temperature of the baby during the power failure.
8. The unit must have two drawers, IV stand & Apgar alarm for 0-10 min. The diameter of I.V stand should be 2.5 cm minimum.
9. The heating element should be of quartz /in frared (non-ceramic material) with parabolic reflector / calrod/ with the life time warranty. Heater should be protected by a metal grid.
10. **PHYSICAL PARAMETERS:**  
 Length of Bassinet : Minimum 650 mm  
 Width of Bassinet : Minimum 430 mm  
 Working level from the ground : 840 mm (+/- 5%)  
 Distance from mattress top and heat source : minimum 850 mm  
 Weight Approx : 40 Kg  
 Castors  
 (Brakes / lock on front two wheels) : 75 mm
11. **RECOMMENDED ENVIRONMENTAL SPECIFICATIONS:**  
 Operating temperature range : 20° C to 33° C  
 Storage Temperature range : -25° C to 60° C  
 Operating humidity range : 0 – 100 % RH
12. **SKIN TEMPERATURE**  
 Range : 32° C to 38° C  
 Accuracy : + / - 0.2° C

Resolution : 0.1° C

Probe Interchangeability : + / - 0.2° C

Infant required temperature range : 32° C to 38° C

Heater output controllable from 0 to 100 % in increments of 5 % in manual mode.

The unit should stop heating if the temperature exceeds the desired value by one degree and restarts only when temperature falls back into one degree.

Operating humidity range : 0 – 100 % RH

### **13. ELECTRICAL SPECIFICATION**

- i. Electrical supply: Work with Standard Electrical supply (220-240V/50Hz) but can tolerate wide range of voltage fluctuation (like 180-260 V).
- ii. Standard Accessories & Consumables : (quoted price should include all accessories and consumables listed below:  
Mattress: 1 no.  
Temp. Probe (Reusable): 03 nos  
Power cord: 01 nos.  
Fuse set: 02 nos.  
IV Pole of length at least 1 metre.  
One monitor tray  
Price for one additional monitor tray should be given separately.
- iii. The supplier should have local service facility. The service provider should have the necessary equipments recommended by the manufacturer to carryout preventive maintenance test as per guidelines provide in the service / maintenance manual.
- iv. The complete unit including the heating element should be CE 93/42 or US FDA.
- v. Test certificate for the equipment to be submitted with the tender

## **SCHEDULE – VI**

### **Photo Therapy Equipments**

1. Should have a source unit with 4 Blue CFL Lamps and 2 white CFL Lamps.
  2. Should have an Irradiance level  $> 18\mu\text{W}/\text{CM}^2/\text{nm}$ .
  3. Should have Internal and External Reflectors designed to avoid wastage of light rays by sending uniform rays to the bed surface.
  4. Should have a time totalizer to Measure the Hours of lamps usage
  5. Should be able to be positioned easily over cots, incubator, radiant heat cradles.
  6. Should have more mobility and easy adjustment of height and tilting of source unit.
  7. Chokes, if any, should be placed in the base unit, so that the extra heat dissipated from the choke will not reach the baby. Plastic Body is preferable to minimize heat radiation.
  8. Should have a wide base for rigidity.
- 9. Standards, Safety and Training**
- i. Should have the ISO certification
  - ii. The quoted model should have CE or US FDA certificate
- 10. Documentation**
- i. User/Technical/Maintenance manual to be supplied in English

## SCHEDULE – VII

### Weighing Scale (Baby)

1. Digital flat baby weighing scale
2. Should be battery operated
3. The bed should be easily detachable & washable
4. Calibrated to weight 0–5Kgs in 10g or lower graduation
5. Legal Metrology license to be provided
6. Product should be CE certified.

## SCHEDULE – VIII

### Snellen chart/Drum with remote

1. Features: Should have the following charts – Snellen’s Charts (English and Tamil), Tumbling E chart, Landolt’s broken ring chart.
2. **Digital LCD Visual Acuity Chart**
3. LCD Type - 17-inch LCD
4. Resolution - 1280 × 1024
5. (20’ LCD Monitor) – with remote –
6. VA Chart Type - Snellen’s Charts (English, Hindi and Numerals), Tumbling E chart, Landolt’s broken ring chart, Contrast Sensitivity Chart, Picture Charts, Single Optotype Chart, LogMar Vision Chart, ETDRS Chart, Red/Green Testing
7. Isolation - Single Letter, Horizontal
8. Special Chart type - Dots, Astigmatism, Fixation, Red-Green, Amsler Grid, Color Blindness
9. Chart Change Over Device - Remote Control
10. Range - 6ft,10ft,20ft(2m,3m & 6m)
11. Standard Accessories - Remote Control, Multipurpose Screws(X2)
12. Floor stand to be provided
13. Should work on 230V, 50 Hz power supply.
14. **Should be CE approved Product**

## SCHEDULE – IX

### Trial lens sets with frames

1. Should be supplied with set of 226 trial lens with durable metal frame
- Technical Specification**
2. **Lens set**
  3. Set of 226 trial lenses with polished metal rims in an elegant carrying case.
  4. 70 Spherical Concave Lenses: 0.12 to 20.00 Diopters (0.25D increments)
  5. 70 Spherical Convex Lenses: 0.12 to 20.00 Diopters (0.25D increments)
  6. 34 Cylindrical Concave Lenses: 0.12 to 6.00 Diopters (0.25D increments)
  7. 34 Cylindrical Convex Lenses: 0.12 to 6.00 Diopters (0.25D increments)
  8. Prismatical Lenses: 0.5(2), 1(2), 2(2), 3, 4, 5, 6, 7, 8

9 Accessory Lenses: Red, Green, Slit, Dark, Aperture(2)

#### **Metal Frame**

- 10 Should be durable and light weight
- 11 Number of lenses which can be inserted in to left or right lensframe simulataneously:4 pieces
- 12 Degree of lens rotation around optical axis in the lens frame:360 degree
- 13 Horizontal and vertical bridge adjustments.
- 14 Free-rocking saddle bridge assures comfortable nose fit.  
Range of nose rest adjustment Length:0 ~ 14 mm,angle:0 ~ 30 degree
- 15 Separate PD adjustment for each eye to compensate for asymmetrical factors in facial structure.
  - a) PD of both eye: 48 ~ 80 mm
  - b) Left or right PD: 24 ~ 40 mm
- 16 Individual adjustments for temple length and angle.
- 17 Adjustment for rotating cylinders to correct axis.
- 18 Scales with large, easy-to-read numerals.
- 19 **Should be CE approved Product**

### SCHEDULE – X

#### Ophthalmoscope - Direct

1. Modular wall unit
2. Standard - 2 instrument bays
3. 2 meter spiral cord handles with magnetic automatic on/off and ceramic rheostats.
4. Dismantable Direct Ophthalmoscope and Streak Retinoscope heads.
5. **Should be CE or US FDA approved Product**

### SCHEDULE – XI

#### Ophthalmic Dr Chair

1. With full motorized recline facilities
2. With full motorized up & down movements for 300mm
3. With illuminating soft light for examination
4. With controls for ophthalmic chair
5. For “up& down” movement tool pedal is also provided as an additional option.
6. Back and forward by motorized system
7. Height – 7.6”
8. Length – after reclining 9.6”
9. **Should be CE approved Product**

## SCHEDULE – XII

### Retino scope

1. Sturdy and Simple in Construction, Compact , Working distance of 50 Cm
2. and a  $\pm 2.0D$
3. **Should be CE approved Product**

## SCHEDULE – XIII

### Semi -Auto analyser Bio Chem

1. Should be microprocessor controlled general purpose bi-chromatic photometer system with at least 6 filters/grating system ranging from 340 to 630nm.
2. Temperature 37 self monitoring built-in incubation systems for temperature controlled absorbance reading.
3. Light source: Tungsten/ halogen or higher grade with 2 (two) additional bulb.
4. Should have end point, kinetic and two point kinetic measurement modes.
5. Should have flow cell measuring device having capability of measuring with 500  $\mu$ l or less volume of reaction mixture.
6. Should have inbuilt printer.
7. Should have a measurement range from 0.001 to 2.500Abs or more
8. Should have facility for reading results on LCD display.
9. The system should have good repeatability and precision
10. Should have quality control – two control/test QC survey of at least 30 points, Levy Jenny plot.
11. Should have a filter half bandwidth of 10nm or lesser.
12. Should have a test programme memory of 50 or more.
13. Should be provided with sample carry over prevention facility.
14. Should be supplied with 1 variable (10-100 $\mu$ l) and one fixed volume 500 $\mu$ l pipettes.
15. Aspiration should be based on Bellow/Peristaltic Pump/ Vacuum pump.
16. Should provide 500 ml of reagents with calibrators for urea, Serum creatinine, Serum bilirubin, Plasma Glucose, Cholesterol, and Quality control 5ml one each for normal and abnormal for installation and demonstration. Should be supplied as and when required by users.
17. Should submit cost per ml of all reagents and consumables
18. Should be supplied with on line pure sine wave UPS of sufficient capacity for a minimum back of 30 minutes.
19. Should be provided with calibration certificate issued by the manufacturer at the time of



installation and calibration certificate should be issued for the machine by the supplier during preventive maintenance visit in the warranty/CMC period if demanded by the end user.

20. Should have safety certificate from a competent authority CE / US FDA

## SCHEDULE – XIV

### Hot Air oven

1. Double Walled, inner wall made of aluminum and outer wall Mild Steel sheet.
2. Shelves: 3 to 5 stainless steel, perforated shelves, could be adjusted at any levels.
3. Heating Elements: placed at the bottom and sides.
4. Temperature control: Thermostatic control from 40 to 250 o C with Regulator and digital temperature-indicator.
5. Automatic timer 0 - 60 minutes.
6. Air circulating fan.
7. Volume : 50 L
- 8. Standard,Safety and Training**
9. Product should be CE certified.
- 10. Documentation**
  - i. User Manual in english
  - ii. Service Manual in english

## SCHEDULE – XV

### Lab Incubator

#### **Technical Specification**

1. Capacity: 120 L
2. Interior chamber: SS 316 for easy cleaning and decontamination
3. Timer: 1 min. to 100 hours and hold position
4. Minimum turbulence and no cross contamination
5. Adjustable safety thermostat for temp setting at 1 deg C increment
6. Temp Accuracy : +/-1%
7. Internal glass door for the observation
8. With minimum two adjustable shelves
9. Audiovisual Alarm to Indicate when temperature deviates more than 1°C from setpoint, and when program or time has finished. Equipment should have provision to mute the alarm.
10. Peltier heating with continuous air circulation and Heating by natural/forced convection for homogenous temperature distribution
11. Temperature range: +5° C to 60°C

12. There should be a Membrane Keypad with LCD/LED Display to set and display operating parameters, current status, running time and alarm conditions for time and temperature.
13. The Equipment should have Interior lighting facility, and insulated door fitted with heavy hinges
14. Power Supply:230V,50 Hz
- 23. System Configuration Accessories, spares and consumables**
  - i. Incubator as per specification
  - ii. All consumables required for installation and standardization of system should be provided free of cost
  - iii. Should be supplied with all the accessories required for the functioning of the equipment.
  - iv. Power Cord
- 24. Standard,Safety and Training**
  - i. Product should be CE certified.
- 25. Documentation**
  - i. User Manual in english
  - ii. Service Manual in english

## SCHEDULE – XVI

### Rotor / Shaker

#### Technical Specification

15. Double Wall, both outer and Inner chamber are Stainless steel with insulation between outer and inner chambers.
16. Special type of transparent PP/PVC/acrylic cover in the shape of inverted V to avoid evaporation of water and draining of condensed water back into water bath.
17. Shaking speed (Approximately): 25 to 200 strokes/min.
18. Temperature Range: from Ambient to 100 o C
19. Thermostatically controlled with Regulator.
20. Mercury thermometer must be provided
21. Digital temperature indicator cum Regulator
22. Removable stainless steel tray with the following capacities (Approximately) must be provided.
  - i. 100 ml x 10-12 flask
  - ii. 250 ml x 4 - 6 flask
  - iii. 500 ml x 2 - 4 flask
  - iv. Test tube racks.
  - v. Should work on 230 V,50 Hz
23. Product should be CE certified.

## SCHEDULE – XVII

### Haemoglobinometer

1. Should be digital, battery operated
2. Code strips should be easily available
3. Should operate at room temperature
4. Package should come with disposable sterile lancet
5. Should give results within 2-3 minutes
6. Should not be affected by haemoglobin variation
7. Cartridge should be self-contained
8. Should be able to store data for at least last 3 tests
9. Should be NGSP certified
10. Product should be CE certified.
11. Accessories free of cost:
  - i. Micro Pipette - 2.5 ml : 1 No.
  - ii. Lancing device - 1 Unit
  - iii. Lancettes : 25 Nos
  - iv. 1-heme cuvettes with rubber cap

## SCHEDULE – XVIII

### Glycosylated Haemoglobinometer

1. Fully automatic
2. User Friendly, easy to use
3. Multiple sample accommodation in primary tubes and sample vials. Whole blood primary tube sampling
4. Facility of result display with chromatogram in a printed format
5. Minimum interference from other labile HbA1C, Lipemic samples, other haemoglobin
6. variants
7. With Bar Code Facility.
8. With LCD Display.
9. With Built in printer.
10. With Data Storage facility.
11. With Service port for connectivity
12. With Suitable UPS for ½ hr capacity.

13. Consumables and specific reagents worth of 300 tests to be provided as per the requisition of the end user.
14. Product should be CE or US FDA certified.

## SCHEDULE – XIX

### Class – I Bio Safety Cabinet

#### **Operational Requirements**

1. Laminar Air Flow system with HEPA Filters is required.

#### **Technical Specifications**

2. Direction of flow of air should be horizontal.
3. HEPA Filter with Retention 0.22 Micron and Efficiency 99.97 with Ultra clean glass fiber paper having Epoxy coated CRCA frame casing with finely corrugated aluminum foils separators.
4. PRE Filter with Synthetic, non-woven polyester fibers having Casing of Enamel painted CRCA frame with Retention of 10 - 15 Micron and 90 % Efficiency.
5. Material of construction: Basic cabinet of complete CRCA sheet metal construction with powder-coated finish.
6. Working area should be 24 cu. ft 4ftX2ftX3ft with maximum variation of 6 inches with stainless steel platform.
7. Blower Assembly: **DIDW** type blower system with high RPM motor with variable speed, enclosed in a powder coated MS casing suitably suspended & connected to the filter chamber through flexible canvas duct.
8. Front Windows Acrylic, fixed by clamps.
9. Illumination with Fluorescent tubes with diffusers & 2 UV lamps.
10. Should be provided with the pressure gauge, control panel & gas burner inside
11. System Configuration Accessories, spares and consumables
12. Spare HEPA Filters and PRE Filters- 1 SET each
13. Standards, Safety and Training
14. Should be CE approved product.
15. Documentation
16. User/Technical/Maintenance manuals to be supplied in English.
17. Certificate of calibration and inspection.

## SCHEDULE – XX

### Cold Storage Mortuary Cabinet (6 bodies)

#### Operational Requirements

1. The entire system should be SS 304
2. SS chamber of 6 cabinets
3. Each cabinet is for storing one cadaver
4. Temp -2 to +5 degree Celsius
5. Digital temp. controller
6. 81 1/2" High x 55" Wide x 34.6" Deep
7. Epoxy coated wire shelves
8. Door mounted security lock
9. Top-mounted, non-CFC refrigeration system (R404A)
10. Air Cooled Condensor
11. Automatic Defrost
12. Digital Thermometer LED
13. Perimeter anti-condensate door opening heater wires to prevent "freeze-out"
14. Door activated interior fluorescent light
15. Condensation is automatically evaporated in a collection pan.
16. Cabinet interior and exterior door and sides are fabricated of premium grade stainless steel.
17. Galvanized exterior top and bottom corrosion proof powder coated.
18. Product should be CE certified.

### 3. STANDARD REQUIREMENTS

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

#### i. QUALITY CERTIFICATION

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

#### ii. WARRANTY

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

#### iii. MAINTENANCE

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

#### iv. Labelling & Packing

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

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

## 4. LIST OF RELATED SERVICES

### i) Incidental Services

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

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

### ii) Availability of Spare parts

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

## 5. INSPECTIONS AND TESTS

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

## Section V. Bidding Forms



## Form 1: CHECK-LIST

[Please fill in and include with your Bid]

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

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

**Note 3:** All the documents mentioned below are essential for qualifying in the technical evaluation.

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

<b>Non statutory documents to be submitted under <u>My Document</u></b>				
Sl. No.	Activity	Yes/No/NA	Page No in the Bid	Remark
1	PAN Card			
2	Service Tax registration Certificate			
3	VAT Registration Certificate			
4	CST registration Certificate			
5	License from Government/ Statutory Authority as applicable OR Registration with the Registrar Of Companies, if applicable.			
6	Manufacturing Licence (National/International). (In case, manufacturing licence is not required / applicable for production of the quoted item, notarized declaration from the manufacturer is to be submitted)			
7	Performance Statement Form (For the period of last three calendar years ending December 2014 ) - Form 6 of Section V			
8	ISO certificate			
9	Income Tax returns for assessment year 2013-14, 2014-15 & 2015-16			
10	Acknowledgement of VAT Returns for 2014-15 /VAT Clearance Certificate.			
11	Acknowledgement of CST Returns for 2014-15 /CST Clearance Certificate.			
12	Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- for, Acceptance of Terms and Conditions of NIT and its Amendments and Addendums thereto. (As per Form 9 of Section V). <i>Note: Technical evaluation of the bid will be taken up only after scrutiny of Form 9 (NIT Acceptance Form) duly notarized.</i>			

13	Legal declaration affirmed before a First Class Magistrate / Notary on non judicial stamp paper of Rs. 100/- as per Form – 7.			
14	Manufacturer's Authorization (If applicable) as per Form no. 5 of Section V			
15	List of installations & commissioning in India of offered model. (self declaration)			
16	Satisfactory Performance Certificate from at least 3 (three) users of the quoted model in support of the satisfactory operation in India.			
17	P/L & Balance sheet 2013-2014			
18	P/L & Balance sheet 2014-2015			
<b>BID - A</b>				
Sl. No.	Activity	Yes/No /NA	Page No in the Bid	Remark
19	Earnest Money Deposit (EMD)/ Bid Security in the form of Demand Draft (DD) or Bank Guarantee (BG)			
20	Declaration of the bidder on letter head that "We agree to submit a copy of the Tender Documents and its Amendments and Addendums thereto duly initialled by us in all pages with our seal/ rubber stamp affixed thereto, in token of acceptance thereof."			
<b>BID - B</b>				
Sl. No.	Activity	Yes/No/NA	Page No in the Bid	Remark
21	Model of the equipment offered for ( <b>Self Declaration</b> ) with Technical Data Sheet			
22	Compliance Sheet of the Technical Specifications (Form No. 3 of Section V) duly signed & stamped by Authorised signatory of the Manufacturing company			
23	1 set of Brochure of the offered product / model.			
23	CE ("Conformité Européene") Certificate/ US FDA/ BIS (as applicable) CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits			
24	AERB type approval certificate for Schedule I			
25	Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any].			
27	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years 2012-13, 2013-14 & 2014-15 (in INR) - to be certified by practicing Chartered Accountant as per format given in <b>FORM 11</b>			
28	<b>Form 12:</b> Declaration of Quality Certification of Equipment (as applicable)			

## Form 2a: Consignee Receipt Certificate (CRC)

(To be given by consignee's authorized representative)

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

Date of supply:	
Name and Address of the Consignee:	
Name of the item supplied (with Make & Model):	
Purchase Order / Contract No.:	
Name of the Supplier / Manufacturer:	
No. of Units supplied:	
Place of destination:	
Invoice No. & Date:	
Details of Batch / Serial Numbers of item supplied:	
<p>.....</p> <p>(Signature &amp; Office Seal of authorized representative of Consignees with date )</p> <p>[Name and designation of the signatory to be written capital letter]</p>	
<p>.....</p> <p>(Signature &amp; Office Seal of Head of the Institute / Hospital with date )</p> <p>[Name and designation of the signatory to be written capital letter]</p>	

## Form 2b: Satisfactory Installation Certificate (SIC)

(FOR ISSUE BY THE CONSIGNEE AFTER SUCCESSFUL COMMISSIONING OF EQUIPMENT)

Bid Reference:

Award of Contract Reference:

Description of Equipment/Service:

Date of Commissioning:

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

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

Sl	Description	Quantity	Serial No
1			
2			

The supplier has also submitted the following,

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

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

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

Sl	Name	Designation	Contact No	E-mail ID	Signature
1					
2					
3					

Signature

Name

Designation with Stamp

**Form 3: TECHNICAL SPECIFICATION FORM**  
(Technical Compliance Sheet)

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

Schedule No. \_\_\_\_ :

<i>WBMSCL's Specification</i>	<i>Compliance</i>

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

YES                      NO

ANY DEVIATIONS MUST BE LISTED BELOW:

-----

## Form 4: BID SECURITY (BANK GUARANTEE) FORM

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

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

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

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

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

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

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

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

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

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

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

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

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

## Form 5: MANUFACTURER'S AUTHORIZATION FORM

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

Date:  
NIT No.:

To:  
MD, WBMSCL

### WHEREAS

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

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

Authorised Signatory of the Manufacturer \_\_\_\_\_  
Name \_\_\_\_\_  
Designation with stamp \_\_\_\_\_  
Date \_\_\_\_\_

## Form 6: PERFORMANCE STATEMENT FORM

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

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

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

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

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

Signature and seal of the Tenderer

\_\_\_\_\_

Countersigned by and seal of Chartered Accountant \_\_\_\_\_



## Form 7: NO ADVERSE REPORT, NON CONVICTION AND SUCCESSFUL COMMISSIONING OF EQUIPMENT

This is to certify that

- a) There is no adverse report against the equipment offered by.....  
(Insert Tenderer's name)
  
- b) [Name of the company] have never been convicted in any State and Govt. of India
  
- c) [Name of the company] have successfully commissioned ..... number of the  
offered equipment globally in last 3 calendar years (i.e. from 01.01.2013 to  
31.12.2015)

Authorised Signatory of Tenderer \_\_\_\_\_

Name \_\_\_\_\_

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

Date \_\_\_\_\_

**Form 8: STATEMENT OF BREAKUP OF DUTIES AND TAXES  
(to be uploaded for each SCHEDULE)**

Sl. No.	Particulars	Percentage	Price (In INR)
1	Basic Price of equipment including accessories, ancillaries & warranty (as mentioned)		
2	Customs Duties, if any		
3	Excise Duties, if any		
4	Freight Charges, if any		
5	Insurance, if any		
6	CST		
7	VAT		
8	Installation, commissioning and end user training charge, if any		
9	Others, if any		
<b>BILL VALUE/ INVOICE VALUE</b>			
10	Entry tax @ 1% of BILL VALUE/ INVOICE VALUE		
<b>Gross Price</b>			

## Form 9: NIT ACCEPTANCE FORM

Certified that all the terms and conditions of the NIT (*mention NIT no.*) and its Amendments and Addendum thereto are read and accepted without any modification or condition(s).

Authorized Signatory  
Company Seal

---

*Note: Technical evaluation of the bid will be taken up only after scrutiny of form no. 9 (NIT Acceptance Form) duly notarized.*

**Form 10(a): PRICES FOR CONSUMABLES  
(to be uploaded for each SCHEDULE)**

Sl. No	Items	All inclusive cost of 1(one) number in INR
1		
2		
3		
4		

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

**Form 10(b): PRICES FOR SPARES  
(to be uploaded for each SCHEDULE)**

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

**Form 11: TURNOVER CERTIFICATE**

I certify that Average Annual Turnover of *(insert the name of the company)* in India in medical equipment division during the last 3 Financial Years 2012-13, 2013-14 & 2014-15 is Rs. .... as per the Audited Accounts of the Organization.

Signature and seal of Chartered Accountant

\_\_\_\_\_

# Form 12: DECLARATION OF QUALITY CERTIFICATION OF EQUIPMENT

(To Be Notarised)

## AFFIDAVIT

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

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

DEPONENT"

## Section VI. Contract Forms

## Form 1: PERFORMANCE SECURITY

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

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No. and title: *[insert no. and title of bidding process]*

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

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

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

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

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

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

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

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

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

---

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

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