



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

NOTICE INVITING TENDER

FOR

"SITC of Water Purifier in various locations of Falakata Super Speciality Hospital, Alipurduar in connection of "Rattierer Sathi"

(NIT Reference No. :- WBMSCL/NIT-524/2024, Dated – 17/09/2024)

WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED

(Wholly Owned by the Government of West Bengal)

Registered Office: Swasthya Sathi, GN-29, Sector-V, Salt Lake, Kolkata-700091

Phone: 033-4034-0300 ♦ Email: info@wbmsc.gov.in ♦ website: www.wbmsc.gov.in

NIT Ref No. :WBMSCL/NIT-524 /2024

Dated – 17/09/2024

Managing Director, West Bengal Medical Services Corporation Limited, Swasthya Sathi, GN-29, Sector-V, Kolkata - 700 091, invites e-tender for the works detailed in the table below

(Submission of Bid through online)

Sl. No.	Name of the work	Earnest Money (Rs.)	Time of Completion	Name & address of the Office
1.	"SITC of Water Purifier in various locations of Falakata Super Speciality Hospital, Alipurduar in connection of "Rattierer Sathi"	40,710.00	30 (thirty) days	Managing Director, West Bengal Medical Services Corporation Limited, Swasthya Sathi Building, GN29, Sector –V, Salt Lake, Kolkata-700091

Eligibility of Contractor:For –1st call of NleT

(i) Intending tenderers should produce credentials of a similar nature of work of the minimum value of Rs.8,00,000/-(Rupees Eight Lakh) during last 5(Five) years prior to the date of issue of this tender notice; or,

(ii) Intending tenderers should produce credentials of 2(Two) similar nature of work, each of the minimum value of Rs.6,00,000/-(Rupees six Lakh during last 5(Five) years prior to the date of issue of this tender notice; or

(iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the Rs.8,00,000/-(Rupees Eight Lakh).

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the Tender. In the required certificate it will be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.

[For more details, please refer A. Terms & Conditions & ITB Section-1 of this NleT]

A. Terms & Conditions

- For contract value exceeding 2.5 lakh deductions of TDS on GST is mandatory.
- Quoted rate must be inclusive of GST.
- Work Order and Completion certificate must be submitted as credential. Completion Certificate should contain i) Name of work, ii) Name of Agency, iii) Amount put to tender, iv) Tender No, v)

Percentage of completion vi) Date of completion, vii) Gross value of the work done certified. Payment Certificate will not be treated as Credential. During Tender evaluation process bidder may be asked to produce original credential documents for verification. (Completion certificate issuer not below the rank of Sub-Division ranking officer/District ranking officer/ Block ranking officer)

- d) **Bidder/OEM** has to provide valid credential of Water purification system for at least 20 units in same PO in last 7 years (FY) from any Government organization (State/Central/PSU).
- e) The prospective bidders must have the credential(s) of satisfactory completion as a prime agency during the last 5(five) years from the date of issue of this Notice as mentioned in Eligibility criteria under authority of State/ Central Govt., State /Central Govt. undertaking/ Statutory Bodies Constituted under the Statute of the Central / State Govt.
- f) For Electrical part, the bidders must have Valid Electrical Contractors' License with one full time engagement of an Electrical Supervisor Competency on the SCC parts 1, 2, 11. The MOU/engagement copy between the Contractor & the Electrical supervisor has to be submitted along with the credential documents. (if applicable only)
- g) Valid up to date clearance of Income Tax return / GST Registration Certificate/ Professional Tax Enrolment/latest Deposit Challan / P.T. (Deposit Challan) / Pan Card / License / Voter ID Card for self-identification to be accompanied with the Technical Bid Documents, Income Tax Acknowledgement Receipt to be submitted as per ITB Sec-1.
- h) The contractors who have been delisted or debarred by any government department shall not be eligible in anyway.
- i) Joint venture will not be allowed to participate in the above NIT.
- j) A prospective bidder participating in a single job either individually or as partner of a firm shall not be allowed to participate in the same job in any other form.
- k) A prospective bidder shall be allowed to participate in a single job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job.
- l) Where there is a discrepancy between the unit rate & the line-item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern.
- m) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.
- n) No mobilization /secured advance will be allowed.
- o) Agencies shall have to arrange land for erection of Plant & Machineries, storing of materials, labour shed, laboratories. at their own cost and responsibility if required.
- p) Constructional Labour Welfare Cess @ 1 % (one percent) of the cost of construction will be deducted from every bill of the selected agency. GST, Royalty & all other Statutory Levy / Cess will have to be borne by the contractor as/if applicable. As the rates in the Schedule of rate are inclusive of GST & Cess as stated above.
- q) Payment will be made after getting the work done certificate & recommendation from the respective Site Engineer.
- r) In connection with the work, Arbitration will not be allowed. The Clause No. 25 of 2911(ii) is to be considered as deleted clause vide gazette notification no 558/SPW-13th December, 2011.
- s) The work is of URGENT in nature and agency entrusted for it shall have to complete the work within stipulated time without any failure.

- t) Refund of EMD: The Earnest Money of all the unsuccessful bidders, deposited online, shall be refunded in accordance with the Memorandum of the Finance Department vide No. 3975-F(Y) dated 28th July, 2016.
- u) Exemption of Payment of Earnest Money (EMD) for MSME is not applicable for Works Contracts as per Finance Dept. Notification no 4245-F(Y) dated 28/05/2013. EMD to be furnished in case of MSME for participating in this Tender.
- v) Penalty for suppression / distortion of fact. Submission of false document by tenderer is strictly prohibited & if found action may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.
- w) The Earnest Money may be forfeited if ; -
 - i) If the Bidder withdraws the Bid during the period of Bid validity.
 - ii) In case of successful Bidder, if the Bidder fails to execute formal agreement within the stipulated time period.
 - iii) During scrutiny, if it is come to the notice of tender inviting authority that the credential or any other document which were uploaded & digitally signed by the Bidder are incorrect /manufactured / fabricated.
- x) The successful Bidder shall have to execute Formal Agreement with Managing Director, West Bengal Medical Services Corporation Limited within 7(Seven) days from the issuance of Provisional Work order.
- y) No additional claim will be entertained due to Government imposed restriction or for any other circumstances.
- z) As it is ansupply & maintenance type contract, thus the **defect liability period** for this contract is three months from the date of closing of the contract as per the work order.

B. Tender Process

1. In the event of e-filing, intending bidder may download the tender documents from the website: <http://https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Earnest Money will be deposited by the bidder electronically online through his net banking enabled bank account, maintained at any nationalized bank by generating NEFT/RTGS challan from the e-tendering portal and also to be documented through e-filing.

As per G.O. No. 1592 – F(Y) dated. 20.03.2014 of the Finance Dept. Of Govt. of West Bengal, in case of e-tendering, EMD/Bid security will have to be submitted as soft copy (scanned copies of the originals) along with the tender for instruments and in case of deposit of money it should compulsorily be deposited on – line by the bidders. The L1 bidder will submit the hard copy of the documents to the tender inviting authority with his acceptance letter of the LOI within specified time as mentioned in the letter of acceptance. Failure to submit the hard copy with the acceptance letter within the time period prescribed for the purpose may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including blacklisting of the bidder.

2. Both Technical bid and Financial Bid are to be submitted concurrently duly signed digitally in the website <https://wbtenders.gov.in>
3. Dully filled in copies of Section – II (Forms I to V), Annex-A: Mandate Form for e-payment & WB Form 2911 in prescribed proforma with proper dated signature in the relevant spaces to be uploaded electronically.

Documents in support of the information furnished in Forms I to V, must be attached/uploaded for evaluation and the file number & page number has to be indicated in the respective column of the Form.

4.
 - i) On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
 - ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
 - iii) The EMD of the bidders disqualified at the technical evaluation will be refunded through an automated process to the respective bidders' bank accounts from which they made the payment transaction.
5. The Financial Offer of the prospective Tenderer will be considered only if the Tenderer qualifies in the Technical Bid. The decision of the Managing Director, WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED will be final and binding on all concerned and no challenge against such decision will be entertained.
6. In case of inadvertent typographical mistake found in the Specific Price Schedule of Rates i.e. Bill of Quantity (BOQ), the same will be treated as to be so corrected as to conform with the prevailing relevant Schedule of Rates and/or Technically Sanctioned Estimate.
7. Running payment for work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of Running Bill stands at least 15% (fifteen percent) of the tendered amount. Provisions in Clause(s) 7, 8 & 9 contained in W.B. Form No. 2911(ii) so far as they relate to quantum and frequency of payment is to be treated as superseded.
8. Bids shall remain valid for a period not less than 180 (one hundred eighty) days from the date of opening of the Financial Proposal. However, extension of bid validity may be suitably considered by the Tender Inviting Authority, if required, subject to obtaining a written confirmation of the contractor/bidder(s) to that effect

9. Important Information:

DATE AND TIME SCHEDULE:

Sl. No.	Particulars	Date & Time
1	Date of uploading of NleT Documents (online)(Publishing Date)	19.09.2024 at 09:30 a.m.
2	Tender documents download start date (online)	19.09.2024 at 10:00 a.m.
3	Bid proposal submission start date (online)	20.09.2024 at 10:00 a.m.
4	Technical & Financial Bid proposal Submission end date(online)	03.10.2024 up to 12:00 p.m.
5	Bid opening date of Technical evaluation (online)	04.10.2024 at 03:00 p.m.
6	Bid opening date of Financial proposal	To be notified later

10. Cost of Tender Documents: **NIL** (As per Notification of the Secretary, Public Works Department, CRC Branch, Government of West Bengal vide No. 199-CRC/2M-10/2012 dated: 21/12/2012 communicated by the Technical Secretary, Public Works Department, Government of West Bengal that the intending tenderers shall not have to pay the cost of tender documents for the purpose of participating in e-tendering.)
11. Earnest Money: A bidder desirous of taking part in the Tender shall login to the e-Procurement portal of the Government of West Bengal <https://wbtenders.gov.in> using his login ID and password. He will select this tender to bid and initiate payment of pre-defined EMD/Tender Fees for this Tender by selecting form either of the following payments modes: (i) Net Banking (any of the banks listed in the ICICI Bank Payment gateway) in case of payment through ICICI Bank Payment gateway (ii) RTGS/NEFT in case of offline payment through bank account in any Bank, as mentioned as per Memorandum No.3975-F(Y) dated 28th July, 2016 or as per any latest memorandum issued by Finance Department, Gov. of West Bengal.

Schedule of Refund of Earnest Money deposit received online through e-Tender portal will be as per Memo. No. 441-F(Y) dated 27th January,2020 issued by Finance Department, Gov. of West Bengal. For

other process Memorandum No.3975-F(Y) dated 28th July, 2016 or any latest memorandum issued by Finance Department, Gov. of West Bengal will be followed.

Security Deposit shall amount to 10% of the value of works executed or as per Latest Order/Memo of Finance Dept., Gov. of West Bengal will be followed. The earnest money of the successful bidder (being converted to security deposit) deposited, will remain under the custody of the department till satisfactory completion of the work in full including extended quantity if ordered for. Besides this, necessary percentages shall be deducted from the progressive bids so as to make it 10% (Ten percent) of the value of work billed for or as per Latest Order/Memo of Finance Dept., Gov. of West Bengal will be followed.

12. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting the offer with full satisfaction. The cost of visiting the site shall be at his own expense.
13. The intending Bidders should clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Managing Director, WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED reserves the right to reject any or all the application(s) for purchasing Bid Documents and/or to accept or reject any or all the offer(s) without assigning any reason whatsoever and is not liable for any cost that might have been incurred by any Tenderer at the stage of Bidding.
14. The intending bidders are required to quote the rate online only. No offline tender will be entertained.
15. If more than one Bidder quoted same rate and which are found lowest at the time of opening, such similar multiple rates will not be entertained / accepted. Lowest offer will be ascertained by sealed bid amongst the lowest bidders.
16. Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 and any other notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.
17. During the scrutiny, if it comes to the notice of the tender inviting authority that the credential(s) and/or any other paper(s) of any bidder is / are incorrect/ manufactured/fabricated, that bidder(s) will not be allowed to participate in the tender and that application will be rejected outright.
18. The Managing Director, WBSMCL reserves the right to cancel the N.I.T. or issue corrigendum notices to the NIT due to unavoidable circumstances and no claim in this respect will be entertained.
19. List of "Technically Qualified Bidders" will be published in the web portal only. Financial Bid will be opened within a short period after such publication. Therefore, Bidders are requested to view the tender status on a regular basis.
20. In case of any objection regarding prequalifying an Agency, that should be lodged to the Managing Director, WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED within 1(one) day from the date of publication of the list of qualified agencies and beyond that time schedule no objection will be entertained.
21. Before issuance of the work order, the tender inviting authority may verify the credential(s) and/or other document(s) of the lowest tenderer, if found necessary. After verification, if it is found that the document(s) submitted by the lowest tenderer is/are either manufactured or false, the work order will not be issued in favour of the said Tenderer.
22. If any discrepancy arises between two similar clauses on different notifications, the clause as stated in later notification will supersede former one in following sequence; -
 - a) Notice Inviting Tender
 - b) Special Terms and Conditions
 - c) Financial Bid

d) Schedule of Works

e) Form 2911

All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the work schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works.

23. Schedule of Rates applicable for execution of the work :Asquoted in **Form-V** with approved quoted rates.
24. As per memorandum no. 4608-F(Y) dated.18.07.2018 of Finance Department Govt. of West Bengal, the successful bidder will have to submit Additional Performance Security @10% of the tendered amount, if the accepted bid value is 80% or less of the estimated amount put to tender. The Additional Performance Security shall be submitted in the form of Bank Guarantee from any Scheduled Bank before issuance of the Work Order. If the bidder fails to submit the Additional Performance Security within seven working days from the date of issuance of Letter of Acceptance, his Earnest Money will be forfeited and other necessary actions as per NIT like blacklisting of the contractor, etc, may be taken. The Bank Guarantee shall have to be valid upto end of the Contract Period and shall be renewed accordingly, if required. The Bank Guarantee shall be returned immediately on successful completion of the Contract. If the bidder fails to complete the work successfully, the Additional Performance Security shall be forfeited at any time during the pendency of the contract period after serving proper notice to the contractor. Necessary provisions regarding deduction of security deposit from the progressive bills of the contractor as per relevant clauses of the contract shall in no way be altered/affected by provision of this Additional Performance Security.

Intending tenderers are required to submit online attested/self-attested photocopies of valid enlistment renewal certificate, valid partnership deed (in case of partnership firm), current Professional Tax Deposit Challan / Professional Tax Clearance Certificate, PAN Card, Trade License from the respective Municipality, Panchayet etc. (in case of S & P Contractors only), as per A. Terms & Conditions and ITB Section-1 of this NIT. [Non statutory documents]

In case of Registered Unemployed Engineers' Co-operative Societies and Registered Labour Cooperative Societies, attested photocopies of documents of credentials showing satisfactory completion of a single work in any Government Department commencing on or after 01.04.2009 of value not less than 40% of the Estimated Cost of the work applied for, 'Certificate of Registration' from the respective Assistant Registrar of Co-operative Societies, Professional Tax Deposit Challan / Professional Tax Clearance Certificate, PAN Card, must be submitted online. Payment certificates in lieu of credentials will not be accepted. Please refer A. Terms & Conditions and ITB Section-1 of this NIT. [Non statutory documents]

The intending tenderer is required to quote the rate in figures as well as in words as per the FORM-V in Section-II

Conditional / incomplete quotation will not be entertained.

Issuance of work order as well as payment will depend on availability of fund and no claim whatsoever will be entertained for delay of Issuance of work order as well as payment, if any. Intending tenderers may consider this criterion while quoting their rates.

If any tenderer withdraws his offer before acceptance or refuse within a reasonable time without giving any satisfactory explanation for such withdrawals, he shall be disqualified from submitting tender to WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED for a minimum period of 1(one) year.

Tax and other deductions shall be made as below:

- i) GST will be deducted as applicable.
- ii) Cess @ 1% (One Percent) of the cost of construction works will be deducted from the bills of the contractors on all contracts awarded on or after 01.11.2006 in pursuance with G.O. No. 599A/4M-28/06 dated 27.09.2006.
- iii) 2% (Two percent) Income Tax of the cost of construction work will be deducted from the bill.
- iv) Necessary percentage for the Security Money deposit will be deducted from the progressive bills in addition to the earnest money to make a total deposit of 10%(Ten Percent) of the value of work executed. The earnest money (being converted to security deposit) deposited, will remain under the custody of the department till satisfactory completion of the work in full including extended quantity if ordered for.

➤ Modification in the West Bengal Form No.: 2911/2911(i)/2911(ii) Clause 17 of CONDITIONS OF CONTRACT of the Printed Tender Form shall be substituted by the following vide Govt. Notification No 5784-PW/PW/L&A/2M-175/2017 dated 12.09.2017:

'Clause 17 - If the contractor or his workmen or servants or authorized representatives shall break, deface, injure, or destroy any part of building, in which they may be working, or any building, road, road-curbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises, on which the work or any part of it is being executed, or if any damage shall happen to the work from any cause whatsoever or any imperfection become apparent in it at any time whether during its execution or within a period of three months or one year or three years or five years, as the case may be (depending upon the nature of the work as described in the explanation appended hereto) hereinafter referred to as the Defect Liability Period, from the actual date of completion of work as per completion certificate issued by the Engineer-in-Charge, the contractor shall make the same good at his own expense, or in default, the Engineer-in-Charge may cause the same to be made good by other workmen and deduct the expense (of which the certificate of the Engineer-in-Charge shall be final and binding on all concerned) from any sums, whether under this contract or otherwise, that may be then, or at any time thereafter become due to the contractor from the Government or from his security deposit, either full, or of a sufficient portion thereof and if the cost, in the opinion of the Engineer-in-Charge (which opinion shall be final and conclusive against the contractor), of making such damage or imperfection good shall exceed the amount of such security deposit and/or such sums, it shall be lawful for the Government to recover the excess cost from the contractor in accordance with the procedure prescribed by any law for the time being in force.-

Provided further that the Engineer-in-Charge shall pass the "Final Bill" and certify thereon, within a period of thirty days with effect from the date of submission of the final bill in acceptable form by the contractor, the amount payable to the contractor under this contract and shall also issue a separate completion certificate mentioning the actual date of completion of the work to the contractor within the said period of thirty days. The certificate of the Engineer-in-Charge whether in respect of the amount payable to the contractor against the "Final Bill" or in respect of completion of work shall be final and conclusive against the contractor . However, the security deposit of the work held with the Government under the provision of clause 1 hereof shall be refundable to the contractor in the manner provided here under:-

(a) For work with three months Defect Liability Period:

- i) Full security deposit shall be refunded to the contractor on expiry of three months from the actual date of completion of the work.

(b) For work with one-year Defect Liability Period:

- i) Full security deposit shall be refunded to the contractor on expiry of one year from the actual date of completion of the work.

(c) For work with three years Defect Liability Period:

- i) 30% of the security deposit shall be refunded to the contractor on expiry of two years from the actual date of completion of the work;

- ii) The balance 70% of the security deposit shall be refunded to the contractor on expiry of three years from the actual date of completion of the work;
- (d) For work with five years Defect Liability Period:
- i) No security deposit shall be refunded to the contractor
 - ii) for 1st 3 years from the actual date of completion of the work;
 - iii) 30% of the security deposit shall be refunded to the contractor on expiry of four years from the actual date of completion of the work;
 - iv) The balance 70% of the security deposit shall be refunded to the contractor on expiry of five years from the actual date of completion of the work;

Explanation:

The word 'work' means and includes building work, road work, drain work, sanitary and plumbing work and/or any other work contemplated within the scope and ambit of this contract. For

- i) The work of patch repair or patch maintenance in nature or a combination thereof, the Defect Liability Period of the work shall be three months from the actual date of completion of the work.
- ii) Thorough Bituminous Surfacing work with bituminous thickness less than 40 mm, Repair & Rehabilitation of any road / bridge / culvert / building / Sanitary & Plumbing work, the Defect Liability Period of the work shall be one year from the actual date of completion of the work;
- iii) Extension of building / bridge / culvert, Construction of new flexible pavement up to bituminous level which has been designed for a period of 3 years or more, Widening and strengthening of flexible pavement designed for a period of 3 years or more, Improvement of riding quality / Strengthening of flexible pavement designed for a period of 3 years or more; Providing only mastic asphalt layer over existing bituminous surface without providing bituminous profile corrective course / bituminous base course, the Defect Liability Period of the work shall be three years from the actual date of completion of the work;
- iv) Construction of new building / new bridge / new culvert, Reconstruction of building / bridge / culvert including construction of approach roads for bridge / culvert, Construction of rigid pavement, Reconstruction of rigid pavement, Construction of new flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Widening and strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, Improvement of riding quality / Strengthening of flexible pavement covered by mastic work which has been designed for a period of 5 years or more, the Defect Liability Period of the work shall be five years from the actual date of completion of the work;

Successful Tenderers will be required to obtain valid Registration Certificate & Labour License from respective Regional Labour Offices where construction work by them is proposed to be carried out as per Clauses u/s 7 of West Bengal Building & other Construction Works' Act, 1996 and u/s 12 of Contract Labour Act.

Power of Attorney holders are not allowed to sign Tender Documents unless otherwise approved by the Government.

Clause-25 of the conditions of contract of the West Bengal Form No. 2911/2911(ii) may be treated to be omitted and there is no provision for arbitration for resolution of disputes that may arise out of the contracts to be entered into by the Department with the contractors for the purpose of carrying out execution of public works as per G.O No. 558/SPW dated 13-12-2011 of P.W.D.

C. Successful tenderers will be required to observe the following conditions strictly:

- a. Employees' Provident Fund and Miscellaneous Provisions Act, 1952 and Employees State Insurance Act, 1948 should be strictly adhered to wherever such Acts become applicable.
- b. Minimum wages to the workers shall be paid according to the rates notified and/or revised by the State Government from time to time under the Minimum Wages Act, 1948 in respect of scheduled employments, within the specified time as per law. Payment of bonus, wherever applicable, has to be made.
- c. Adequate safety and welfare measures must be provided as per the provisions of the Building and other Construction Workers' (Regulation of Employment & Conditions of Service) Act, 1996 read with West Bengal Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2004.
- d. All liabilities arising out of engagement of workers are duly met before submission of bills for payment.

If there is any violation of any or all the relevant above criterion during execution of the job, it will render the concerned agencies ineligible for the work then and there or at any subsequent stage as may be found convenient.

D. Detailed Scope of work and other Technical Terms & Condition

- Detailed Scope of work and technical terms & condition for this **SITC of Commercial Water Purifiers** are mentioned as below with details of quantities.

This tender is for Supply, Installation, Testing & Commissioning of Commercial Water Purifiers with Extended Annual Maintenance Contract at different Buildings (Hospital, Hostels & Academic Building) Falakata Super Speciality Hospital, Alipurduar in connection of "Rattierer Sathi".

The intending bidders are requested to visit the sites at their own cost to ascertain the different locations considering the all aspects. No travelling charges will be given to the agency for their site visit. The bidders have to place the direct quotation for this SITC work with extended AMC as per the prescribed format (Section II, Form V). The summation of the final amount will be considered as the final quoted rate.

E. Technical Specifications:

Model	:	Commercial Water Purifier with min flow 50Lph with Storage
Body	:	Steel
Make	:	"Eureka Forbes" OR "KENT" OR "ION EXCHANGE (INDIA) LTD."
Technology	:	Reverse Osmosis (RO)
Features	:	Minimum inbuilt storage of 50lit
Capacity	:	50 LPH
Filtration Type	:	Min 6 Stage Purification Process
Installation Type	:	Floor Standing
Purification Type	:	RO
Purifier Type	:	Electric
Operating Input Voltage	:	170V-230V AC,50Hz
Membrane Type	:	0.0001-micron size RO
Operating Temperature	:	5 to 45 Degree
Water Flow Rate	:	50 LPH
TDS Reduction	:	Minimum 90%
Storage Tank material	:	Food grade Plastic or Stainless Steel
Auto Shut Off	:	Yes
Faucet	:	2 nos.
Additional attachment-	:	20 inch Pre filter assembly

F. Over all Scope of Work &AMC:

- The contractor is permitted to visit and inspect all the sites at their own expense before commencing work.
- The agency is responsible for supplying, installing, testing, and commissioning all commercial-type water purifiers according to the specified standards at all designated locations.
- Starting from the day of completion of the SITC work, a one-year comprehensive maintenance period is included in the SITC rate. During this period, the agency is responsible for addressing any problems or anomalies that may arise. No additional costs will be covered for parts or accessories required during the first year of comprehensive maintenance.
- The firm/agency/contractor will be responsible for the complete maintenance of the water purifiers. Regular servicing must be conducted on a quarterly basis to ensure optimal functioning of the equipment.

- The agency is required to respond to any maintenance-related calls raised by the respective engineers of WBMSCL. The agency must visit the site and address the issues within 48 hours of receiving the call book or intimation via email.
- The firm/agency/contractor is responsible for ensuring the wellness and functionality of all water purifiers installed at the site. The agency must submit a “Fitness Certificate,” or “Wellness Report,” or “Service Report” with detailed parameters on a quarterly basis.
- The contractor must provide an escalation matrix to WBMSCL for lodging complaints or service calls. This matrix should include at least two mobile numbers and email IDs. Any changes to the mobile numbers or email IDs must be communicated in writing to WBMSCL within 7 working days of the change.
- Any delay beyond 48 hours will liable to impose a penalty of Rs. 100 per water purifier per day of delay.
- WBMSCL authority reserves the right to terminate the contract against three months’ notice for the non-satisfactory performance or other administrative reasons.
- The rates shall be quoted as per the prescribed format of WBMSC (Section-II, Form V). The rates shall be all inclusive of all taxes including GST, transportation charges and duties etc. No extra cost beyond the quoted rate will be admissible.
- The rates at any stage once quoted shall not be withdrawn and will be valid for one years from the date of issuing work order.
- No addition / alteration / deletion in the tender document is allowed.
- An agreement detailing the terms & conditions shall be executed with the service provider for entering into this contract.

G. Payment Schedule and Service Agreement:

- **Initial Payment:** Upon successful Supply, Installation, Testing, and Commissioning (SITC) of the water purifiers, **80%** of the quoted amount for the SITC part under item no **1.1 in Form-V** in Section-II, will be released.
- **Subsequent Payments (1st year):** The remaining 20% of the quoted amount for the SITC part under item no **1.1 in Form-V** in Section-II, will be disbursed in installments of 5% on a quarterly basis over the following year. Each quarterly payment will be contingent upon satisfactory service by the agency during that period.
- **Subsequent Payments (2nd year):** The quoted rate for the Annual Maintenance Contract (AMC) work for the **second year after installation** will be disbursed in four installments, each representing 25% of the total quoted amount under item no **1.2 in Form-V** in Section-II. These payments will be made on a quarterly basis **throughout the second year**. Each quarterly payment will be contingent upon the agency providing satisfactory service during the respective period.

H. Additional Terms and Conditions:

- **Bidder** has to provide tender specific authorization from OEM.

- **OEM/Bidder** has to provide Quality Management System (ISO 9001:2015) of Manufacturing of Manufacture of Water Filter cum Purifiers, Reverse Osmosis Water Purifiers, Water Cooler cum Purifiers and other accessories thereof.

- **OEM/Bidder** has to provide Environmental Management System (ISO 14001:2015) of the Environmental activities and supporting processes associated with Manufacture of Water Filter Cum Purifiers, Reverse Osmosis Water Purifiers, Water Coolers cum Purifier.

- **Bidder/OEM** need to have active registered office and service center in west Bengal for both sales /service for last 5 years base.

INSTRUCTION TO BIDDERS

SECTION – I

1. General guidance for e-Tendering

Instructions/Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

1. Registration of Contractor

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://wbtenders.gov.in> the contractor is to click on the link for e-Tendering site as given on the web portal.

2. Digital Signature certificate (DSC)

Each contractor is required to obtain a class-I, class-II or Class-III Digital Signature Certificate(DSC) for submission of tenders, from the approved service provider of the National Information's Centre(NIC) on payment of requisite amount details are available at the Website stated in Clause-2 of Guideline to Bidder DSC is given as a USB e- Token.

3. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

4. Participation in more than one work

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

5. Submission of Tenders

General process of submission:- Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate(DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

6. Eligibility to Participate

- i. Bidders must have valid trade license without which no bidder will be allowed to participate.
- ii) Bidder must have valid PAN, ESI, EPF registration without which no bidder will be allowed to participate.
- iii) Bidders not fulfilling the eligibility criteria need not to participate and in the event of their participation without being fulfilling the eligibility criteria, their bids will summarily be rejected.

A. Technical proposal

The Technical proposal should contain scanned copies of the following in two covers (folders)

A-1.Statutory Cover file Containing

- i) Earnest money (EMD) as prescribed in the NIT against each of the serial of work in favour of the Managing Director, West Bengal Medical Services Corporation Limited.
- ii) Tender form No. 2911(ii) & NIT with all Forms (Properly upload the same Digitally Signed). The rate will be quoted in the BOQ. Quoted rate will be encrypted in the B.O.Q. under Financial Bid. In case of Quoting any rate in 2911(ii) the tender is liable to summarily rejected.

A-2. Non statutory / Technical Documents

- i) Valid Certificate of registration of GSTIN under GST Act & rules.; Valid PAN card in the name of Bidder/Organization; Latest professional tax payment certificate /P. Tax (Challan)
- ii) Valid Trade License/ revalidation for Proprietorship Firm; or, Registered Partnership Deed of partnership Firm/ Article of Association & Memorandum, valid Trade License / revalidation for Partnership Firm; or, Registration Certificate and Clearance Certificate issued by the Assistant Register of Cooperative Society (ARCS) bye laws are to be submitted by the Registered labour Co-Operative Society/ Engineer's Co-operative Society, valid Trade License/ revalidation for Co-operative Society; or, Incorporation certificate, Memorandum of Articles of ROC, List of current Owners/ Directors/ Board Members, valid Trade License/ revalidation for Companies
- iii) Requisite Credential Certificate for completion of at least one similar nature of work as per Terms & Conditions of this NleT is to be furnished in applicable cases.
- iv) IT returns of bidder for last Three years (FY 2020-2021, FY 2021-2022, FY 2022-2023,) or, Audited Profit & Loss Accounts statement of Three Financial years (FY 2020-2021, FY 2021-2022, FY 2022-2023)

Note:- Failure of submission of any of the above mentioned documents will render the tender liable to be rejected for both statutory & non statutory cover.

THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGE IN THE FOLLOWING MANNER

Click the check boxes beside the necessary documents in the My Document list and then click the tab

“Submit Non Statutory Documents” to send the selected documents to Non-Statutory folder. Next Click the tab “Click to Encrypt and upload” and then click the “Technical” Folder to upload the Technical Documents.

Sl. No.	Category Name	Sub Category	Sub Category Description
A.	CERTIFICATES	1.CERTIFICATES pdf 2.GST_registration_certificates.pdf 3.Valid Pan 4.P.Tax (Certificate/Challan)	1. Valid Trade License 2. Valid Certificate of GSTIN under GST Act & rules. 3. Valid PAN card in the name of Bidder/Organization 4. Latest professional tax payment certificate /P. Tax (Challan)
B.	Company Details	Company Details –1 pdf	1. Proprietorship Firm (valid Trade License/ revalidation) 2. Partnership Firm (Partnership Deed, valid Trade License revalidation) 3. Society (Valid Society Registration certificate, valid Trade License/ revalidation) 4. For Companies (Incorporation certificate, Memorandum of Articles of ROC, List of current Owners/ Directors/ Board Members, valid Trade License/ revalidation)
C.	Credential of Work	Credential 1 pdf Credential 2 pdf	Documents of Credentials as per Notification No. 03-A/PW/O/10C-02/14 Dated :12.03.2015 For –1st call of NleT (i) Intending tenderers should produce credentials of a similar nature of work of the minimum value of Rs.8,00,000/- (Rupees Eight Lakh) during last 5 (Five) years prior to the date of issue of this tender notice; or, (ii) Intending tenderers should produce credentials of 2(Two) similar nature of work, each of the minimum value of

			<p>Rs.6,00,000/-(Rupees Six Lakh) during last 5(Five) years prior to the date of issue of this tender notice; or</p> <p>(iii) Intending tenderers should produce credentials of one single running work of similar nature which has been completed to the extent of 80% or more and value of which is not less than the Rs.8,00,000/-(Rupees Eight Lakh).</p> <p>In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer, or equivalent competent authority will be eligible for the Tender. In the required certificate it will be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency, i.e., the tenderer.</p> <p>[Work Order and Completion certificate must be submitted as credential. Refer Terms & Conditions of NIT]</p>
D.	Financial	Document 1 pdf Document 2 pdf Document 3 pdf	IT returns of bidder for last Three years (FY 2021-2022, FY 2022-2023, FY 2023-2024) or, Audited Profit & Loss Accounts statement of Three Financial years ((FY 2021-2022, FY 2022-2023, FY 2023-2024)

Opening of Technical proposal: -

- i) Technical proposals will be opened by the **Managing Director, West Bengal Medical Services Corporation Limited** and his authorized representative electronically from the web site stated using their Digital Signature Certificate.
- ii) Intending tenderers may remain present if they so desire.

Opening of Financial proposal: -

- i) The financial proposal should contain the following documents in one cover (folder) i.e. Bill of quantities (BOQ): The contractor/Bidder is required to quote the financial offer/bid price or as item rate including all taxes (GST, Cess etc.) online through computer in the space marked for quoting rate in the BOQ of the quoted work.
- ii) Only the downloaded sheet of the above document in excel format is required to be uploaded (virus scanned & Digitally Signed) by the contractor/bidder.

The eligibility of the Bidder will be ascertained on the basis of document submitted / uploaded &digitally signed in support of the minimum criterion as mentioned above. If any document submitted / uploaded by the Bidder is either manufactured or false, the eligibility of Bidder will be out rightly rejected at any stage without prejudice and action will be taken as per stipulation of IT Rules in force.

Sd/-
Managing Director
West Bengal Medical Services Corporation Limited

INSTRUCTION TO BIDDERS

SECTION-II

FORM-I

B.1. PRE-QUALIFICATION APPLICATION.

To
Managing Director,
West Bengal Medical Services Corporation Limited

Ref:-Tender for _____
_____ work _____

N.I.T. No: WBMSCL/NIT-524/2024, Dated - 17/09/2024 of West Bengal Medical Services Corporation Limited

Dear Sir,

Having examined the Statutory, Non statutory, Instruction to Bidders & NIT documents along with its Agenda & corrigendum, I/we hereby submit all the necessary information and relevant documents for evaluation

The application is made by me / us on behalf of _____

In the Capacity _____ duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith. We are interested in bidding for the work(s) given in Enclosure to this letter. **We understand that:**

- (a) Tender Inviting & Accepting Authority/Engineer-in-Charge can amend the scope & value of the contract bid under this project.
- (b) Tender Inviting & Accepting Authority/Engineer-in-Charge reserve the right to reject any application without assigning any reason.
- (c) **Enclo:- e-Filling:-**
- (d) 1. Statutory Documents.
- (e) 2. Non Statutory Documents.

Date:-Signature of applicant

Including title and capacity in which application is made.

SECTION-II
FORM-II

B.3. STRUCTURE AND ORGANISATION.

B.3.1. Name of applicant: _____

B.3.2. Office Address: _____

Telephone No.: _____

Fax No. : _____

E-mail ID : _____

B.3.3. Name & address of Bankers: _____

B.3.4. Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data.

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation,

Date:

Signature of applicant.
Including title and capacity in which application is made.

SECTION-II

FORM -III

B.4. EXPERIENCE PROFILE.

B.4.1. Name of the Firm: _____

B.4.2. LIST OF PROJECTS COMPLETED THAT ARE SIMILAR IN NATURE TO THE WORKS HAVING MORE THAN 40% OF THE PROJECT COST EXECUTED DURING THE LAST FIVE YEARS.

Name, Location & nature of work	Deptt. Concern	Engineer in-Charge	Contract price in Indian Rs.	% of Participation of company	Original Time Schedule		Actual Time Schedule		Reasons for delay in completion (if any)
					Start Date	Completion Date	Start Date	Completion Date	

Note: a) Certificate from the Employers to be attached

b) Non-disclosure of any information in the Schedule will result in disqualification of the firm.

Date:

Signature of applicant
Including title and capacity in which application is made.

[Print out in Agency's Letter head & upload the filled proforma with digitally signed as stated below]

SECTION-II

FORM -IV

DECLARATION BY THE TENDERER

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein along with the drawing attached. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed work referred to above in all respects.

I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.

I/We declare that I/We in the capacity of individual/ as a partner of a firm not debarred in the last financial year.

I/We also agree to procure tools, plants and others as per requirement, at my/our cost required for the work.

Signature of

Tenderer **Date :**

Postal address of the Tenderer

Name of the Firm with Seal

SECTION-II
FORM -V

<i>"SITC of Water Purifier in various locations of Falakata Super Speciality Hospital, Alipurduar in connection of "Rattierer Sathi"</i>				
<i>SL No</i>	<i>Details of Items</i>	<i>Quantity</i>	<i>Quoted Unit Rate (inclusive of GST & other Charges)(Rs.)</i>	<i>Total Amount (inclusive of GST & other Charges) (Rs.)</i>
1.1	<i>Supply, Installation, Testing & Commissioning of Commercial Water Purifiers with the following specifications including comprehensive maintenance for the 1st year after installation. (Detailed Specification is mentioned under Segment "E" in NIT documents)</i>	26	#	
1.2	<i>Comprehensive AMC for 2nd Year after installation</i>	26	#	
<i>Total =</i>				
In Figure:				
Note 1: Rates are inclusive of all taxes and GST, Labourcess, transportations etc.				
# Rate should be quoted in specific BOQ format and should be uploaded online in specific folder only.				

Date:

Signature of applicant

Including title and capacity in which application is made.

Name of the Firm with Seal