



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

## ***BIDDING DOCUMENTS***

***FOR***

**Fabrication of Customized Mobile Medical Units  
For  
Health & Family Welfare Department  
Government of West Bengal.**

**Bid Reference No.: WBMSCL/NIT-153/2025 Dated -22.02.2025**

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**SECTION-I****NOTICE INVITING e-TENDER****For****Fabrication of Customized Mobile Medical Units for  
Department of Health & Family Welfare,  
Government of West Bengal.**

Bid Reference No.: **WBMSCL/NIT-153/2025, Dated -22.02.2025**

West Bengal Medical Services Corporation limited invites on-line bid from eligible and qualified tenders for Fabrication of **Customized Mobile Medical Units** on behalf of the Health & Family Welfare Department, Government of West Bengal.

Intending bidders may download the Bidding Documents from the websites [www.wbmsc.gov.in](http://www.wbmsc.gov.in), <https://wbtenders.gov.in>, [www.wbhealth.gov.in](http://www.wbhealth.gov.in) & [www.egiyebangla.gov.in](http://www.egiyebangla.gov.in).

The submission of bids should only be through online at <https://wbtenders.gov.in>.

Issued by:

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

CIN: U85110WB2008SGC126373

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



033-4044 0300,



033-4044 0400 Email ID [ml@wbmsc.gov.in](mailto:ml@wbmsc.gov.in)

## TABLE OF IMPORTANT DATES

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. Documents (online) / Date of Publishing.	22/02/2025 at 15.00hrs
2	Online documents download start date	22/02/2025 at 15.00hrs
3	Date of Pre-bid meeting at WBMCL, Swasthya Sathi, GN-29, Sector-V, Salt Lake, Kolkata-700 091	27/02/2025 at 12.30hrs
4	Online Bid submission start date & Time	28/02/2025 at 15.00hrs
5	Online <b>Bid submission Closing Date and Time</b>	22/03/2025 at 15.00hrs
6	Opening of Technical Proposals-On line	24/03/2025 at 15.00hrs
7	Technical Demonstration Date & Time	To be intimated later
8	Uploading list for Technically Qualified Bidders-On line	To be uploaded in the website.
9	Opening of Financial Bid –On line	To be notified later
10	Delivery period	90days
11	Contract details	Procurement Section, West Bengal Medical Services Corporation Ltd. Swasthya Sathi, GN-29, Sector-V, Salt Lake, Kolkata-700 091

Note- Bidders are requested to read the instruction carefully before submission of e-tender.

## SECTION-II

### GENERAL INFORMATION FOR THE BIDDERS

#### 1. Tender Requirements

ITEM	Warranty
<b>FABRICATION OF CUSTOMISED MOBILE MEDICAL UNITS FOR HEALTH &amp; FAMILY WELFARE DEPARTMENT</b>	Three years unconditional warranty on fabrication of the MobileMedicalVan from the date of delivery. Three years onsite warranty for thesuppliedmedicalequipment's and Air-conditioning units and all other unis fitted during fabrications from the date of delivery.

#### 2. Earnest Money Deposit (EMD)

ITEM	AMOUNT IN RUPEES	INSTRUMENT
<b>EMD</b>	50,00000/- (Fifty lakh)	Payment through online submission. <b>No alternative will be accepted.</b>

- a. The amount of earnest money, as specified, is to be deposited through online mode as per guide line laid down in the Finance Department, Government of West Bengal memorandum no-3975-F(Y) dated 28.07.2017 and subsequent order in this regards. ( [www.wbfinance.gov.in](http://www.wbfinance.gov.in))
- b. The earnest money of the unsuccessful tenderer deposited through online mode will be refunded as per norms laid down in the memorandum no-3975-F(Y) dated 28.07.2017.
- c. **EMD EXEMPTION:** Every bidder has to deposit the EMD.

#### 3 DELIVERY /COMPLETION OF WORKS:

The Mobile Medical Unitswill be delivered at State Health Transport Organisation (SHTO), SwasthyaParibahan Bhawan,142 A.J.C Bose Road, Kolkata- 700 014 by the Supplier within **90 (ninety)** days from date of delivery the Force Traveller T2 DV4020 Van. (Tenderer may quote earliest delivery period).

The Tender Inviting Authority (TIA), reserve the right to extend the delivery period against any satisfactory reason thereafter.

#### 4. PRE- BID QUALIFICATIONS

##### a. **Company Registration:**

The responding Bidder should be registered under statutes of India. The organization should be repute and be incorporated/registered in India.

##### b. **Trade License/Professional Tax/ IT Return:**

The responding Bidder should have valid Trade License issued by the competent authority for similar types of works and also valid professional Tax Certificate and Income Tax Clearance Certificate.

**c. Undertaking Regarding Blacklisting:**

- a) The Bidder should not have been blacklisted by any Central for the tendered item and/ or any other item. An Undertaking in this regard should be submitted by the bidder in the form of affidavit (Annexure-III), otherwise the bid shall be summarily rejected.
- b) If the selected firm is found/detected Blacklisted by any Central /State Government/ Public sector Undertaking (for the tendered item or any other item) at any stage of procurement process, the acceptance of the selected firm and/or the supply order etc., if issued would be treated as cancelled and the contract in whole will be terminated with the immediate effect without any intimation to the concerned firm.
- c) In this case the EMD/SD will be forfeited and the Tender Inviting Authority (TIA), reserves the right to initiate the proceedings against the selected vendor. In this regard, the Tender Inviting Authority (TIA), reserves the right to select the second lowest (L2) vendor for supply of the tendered item. The decision taken by Tender Inviting Authority (TIA), in the matter will be treated as full & final in this regard. The bidders will have to furnish an undertaking in this matter in the form as given in Annexure-III.

**d. Undertaking Regarding Acceptance of the Terms & Conditions:**

The bidders shall have to submit an undertaking regarding acceptance of the Terms & Conditions of the NIT in Annexure-I.

**e. Insolvency/ Criminal Activities:**

In case of partnership/ other firm-

- a) None of the partners/owner should be insolvent, in receivership, bankrupt or being wound up and their affairs are not being administered by the Court or a judicial officer, their business activities have not been suspended and subjected to any legal proceedings.
- b) None of the partners/owner should have been convicted of any criminal offence related to professional conduct or of the making of false statement or misrepresentation as to their qualifications.
- c) The act of the breach of the performance of the contract by any of the partners shall be binding on the firm.
- d) The bidder shall be construed to mean the prime bidder and all clauses as are applicable to a bidder shall also be applicable to the prime bidder.

**f. Annual Turnover:**

The bidder is desirable to have had an Average Annual Turnover of Rs.25.00 **crores** only for the last three financial years. **A certificate from Chartered Accountant should be attached stating the annual turnover.**

**g. Credentials:**

Documents in the form of work completion certificate & payment certificates of executing similar nature of works costing not less than the amount of rupees ten cores or number of customised Units not less than 25(twenty-five) any year during lastthree FY.

**h. Work Experience:**

The bidder is desirable to have experience in the relevant field for at least last five (05) years.

**i. PAN No.**

The bidder should have in its name PAN (Permanent Account Number) with Income Tax authority in India.

**j. Goods & Service Tax (GST):**

The bidder should have in Goods & Service Tax Identification Number (GSTIN) in India in its name.

**k. Employees/ Manpower under the Bidder:**

The bidders should have sufficient no. of technically qualified support staff on their roles. A declaration in this respect has to be submitted.

**l. Authorisation/ OEM Certificate:**

Bidder should have Tender specific Authorisation Certificate from Vehicle Manufacture (M/S Force Motors Ltd.). Necessary clearance / Certification should be taken from the Vehicle Manufacture so that Warranty Coverage of the base Vehicle should not be void due to fabrication work.(Annexure-V)

**m. Solvency Certificate:**

The Bidder is desirable to submit a Solvency Certificate from a Nationalize Bank OR its banker.

**n. Bidder should be either**

- i) A coach body builder/Fabricator workshop having inhouse facility to produce complete mobile medical Units and painting the Mobile Medical Units, same should reflected in the Trade Certificate for the purpose of vehicle body fabrication from the concerned authority. OR
- ii) Authorised Sales and Service dealer of M/s Force Motors Ltd.

**5 TERMS OF PAYMENT**

- i. The process of payment will be initiated only after receiving a satisfactory certificate by the Accepting Authority to be designated for this purpose on completion of supply/work for each lots / instalment. Size of each lots/instalment should not be less than 30 (thirty) Mobile Medical Units. Payment also be made accordingly.
- ii. Payment will be released after inspection by the committee and safe delivery at Kolkata. In case of delayed supplies, deduction of L.D. as per provisions shall be made from payments. The firms shall seek time extension from the WBMSCL before delayed dispatch of supplies.
- iii. Payment shall be made by RTGS/NEFT as the case may be. Expenses on this account, if any, shall be borne by the firm.
- iv. No advance payments towards cost of items will be made to the bidder.
- v. All bills/invoices should be raised in triplicate and in the case of Excisable items; the

bills should be drawn as per Central Excise Rules in the name of the authority concerned.

- vi. If at any time during the period of contract, the price of bid items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform WBMSCL immediately about it. Purchasing authority shall be empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.

## **5. WARRANTY & MAINTENANCE**

- i. Contractor will have to give **3 (three) years** comprehensive warranty on all components from the date of acceptance of supplies items. After completion of comprehensive warranty period Health & Family Welfare Department may go for AMC/CMC with the supplier. Hence Bidder should maintain sufficient stock of spares with them even after the expiry of the warranty period.
- ii. The contractor is liable for repairing all or any sort of damage detected during the warranty period completed free of cost. (Except medical instruments supplied by H&FW Dept)
- iii. During the warranty period no active component should be declared "End of Life" during this period, the vendor has to replace such equipment at their own cost. The rate should be quoted inclusive of warranty.
- iv. Warranty card for all supplied equipment's/instruments will have to be issued and handover at the time of delivery of the MMU.

## **6. Performance Bank Guarantee/Security Deposits –**

- a. The Bidder shall have to deposit a sum equivalent to 10(ten)% of total value of the work order (excluding admissible Taxes/GST) as a security deposit in the form of Bank Guarantee in favour of the Tender Inviting Authority (TIA) valid till the expiry of the three years warranty period and to furnish an undertaking in the prescribed form (Annexure-IV).
- b. Security deposit will be released after completion of the whole project i.e. after satisfactory completion of the warranty period. Security deposits will not carry any interest.
- c. In the event of the bidder fails to make security deposits, Tender inviting authority (TIA) may at his/her discretion, forfeit the earnest money lodged with this tender and cancel the work order/Award of contract.

- 7. **Permanent Registration:** - The bidder shall obtain necessary clearance required for the Permanent registration as well as obtain the Permanent registration of the fabricated vehicle from the RTO (Regional Transport Officer) or RTA (Regional Transport Authority) –Kolkata as per CMVR and hand-over all the necessary documents to the end user during the time of delivery. The names against which the



vehicles shall be registered and any other relevant details would be intimated at the time of contract issue to the finalized bidder

## **8. Liquidated damages for Delayed Delivery/Delayed setting up of Services Supply of MOBILE MEDICAL VAN**

8.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser in the List of Requirements and as incorporated in the contract.

8.2 Subject to the above provision any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following penalty:

- (i) Imposition of liquidated damages,
- (ii) Forfeiture of its performance security/EMD
- (iii) Termination of the contract for default.

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

8.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alias contain the following conditions:

- (a) The Purchaser shall recover from the supplier, under of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - a. The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the purchaser.
  - b. Recovery shall be made on the basis of following percentages of value of Stores which the Bidder has failed to supply

<b>Sl. No.</b>	<b>Delay</b>	<b>Penalty (as %age of Invoice price)</b>
1	Delay up to 1/4 <sup>th</sup> period of prescribed delivery Period	0.5%
2	Delay exceeding 1/4 <sup>th</sup> but not exceeding 1/2 of prescribed delivery period.	1.5%
3	Delay exceeding 1/2 but not exceeding 3/4 <sup>th</sup> of prescribed delivery period	3%
4	Delay exceeding 3/4 <sup>th</sup> of prescribed period	5%

## **9. Inspection, Testing and Quality Control**

Fabrication of the Mobile Medical Units will be inspected in three stages: Pre-fabrication, after completion of the structural works and 3<sup>rd</sup> before delivery. The Tenderer should satisfy themselves that the fabrication work of Mobile Medical Van is in accordance with the terms of the contract and fully conform to the required specification by carrying out a thorough pre-inspection including shower test of the Mobile Medical Van before actually tendering the same for inspection to the Inspection Committee nominated under the terms of Contract. Such precaution on the part of the Tenderer minimizes the chances of rejection and the consequences thereof.

Pre-Dispatch Inspection by Inspection Committee:

- i) The Mobile Medical Van on no account be dispatched/delivered without getting the same inspected and issue of Inspected notes by the Inspection Committee nominated in this reference.
- ii) The Tenderer should ensure that fabrication work of Mobile Medical Van accepted by the Inspection Committee after inspection have been properly recorded with vehicle identification number (VIN).
- iii) The tenderer shall allow all reasonable facilities and free access to his works and records to the Inspection Committee. The Tenderer shall, at his own expense, afford to the Inspection Committee all reasonable facilities as may be necessary for satisfying himself that the Mobile Medical Van are being and/or have been manufactured/Fabricated in accordance with the contract requirements. For the aforesaid purpose it may require the fabricator to make arrangements for inspection and/or testing of the supplies or any part thereof or any material at his premises or at any other place specified by the Inspection Committee. The samples, all materials (including original invoice of the materials/equipment's), tools, labour, testing equipment and assistance which the Inspection Committee may demand of him to verify the conformity of the Mobile Medical Units to the quality requirement etc. will be provided without any extra charge.
- iv) Inspection by a committee with regard manufacturing capacity & availability of infrastructure prior to acceptance offer may be undertaken by the department, In case of any deviation is found in tender submission and conclusion of by inspection committee aforesaid, the offer of the tenderer may not be considered.

**10. Packing & Insurance**

- i) The Mobile Medical Units will be delivered at the destination in perfect condition. The firm if so, desires may insure against loss by theft, destruction or damage during transit/fabrication under exposure to weather of otherwise in any situation. The insurance charges will have to be borne by the fabricator and the department shall not be required to pay any such charges, if incurred.
- ii) The firm shall be responsible for avoiding damages under normal conditions of road transport and will deliver in good condition to the Main Store, State Health Transport Organisation, 142, A.J.C Bose

Road,kol-700014. In the event of any loss or damage to the Mobile Medical Van during transit, firm shall be liable for repair and replace the Mobile Medical Van at destination after the Checking/inspection of Mobile MedicalUnits by the consignee. No extra cost on such account shall be admissible.

#### **11. Incidental Services**

The supplier shall be required to perform the following services free of cost.

- i. Training of Consignee's Doctors, Staff, operators etc. For operating and maintaining the goods.
- ii. Supplying required number of detailed operation & maintenance manual for each equipment's of the supplied Mobile Medical Van.

#### **12 Rejection:**

- i) Fabrication works not as per specification/or not approved shall be rejected by Tender Inviting Authority (TIA)and will have to be replaced by the fabricator firm at its own cost, within the time limit fixed by TIA.
- ii) All the fabrication work shall be of the best quality and conforming to the specifications, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standards. In case of any material of which there are no standards or approved samples, the supply shall be of the best quality to be sustained by documents. The decision of Tender Inviting Authority (TIA) as to the quality of stores is final and binding upon the bidder. In case any of the work done are not found as per specification or declared sub-standard/spurious as they shall be liable to rejected and any expenses of loss caused to the fabricator as a result of rejection of supplies shall be entirely at his account.
- iii) If, however, due to exigencies of Government work/interest such replacement either in whole or in part is not considered feasible, the prices of such works will be reduced suitably. In cases, where material has been used & some defects are noticed then the firm can be allowed to rectify/replace defects in portion of such defective material. The prices fixed by Tender Inviting Authority (TIA)shall be final in such cases.

### SECTION -III- SCHEDULE OF THE BIDDING

1. The tender shall comprise of two-bid systems namely-

- i) **Technical (Fee/PreQual/Technical)** –The technical bid consisting of all technical details along with commercial terms and conditions.
- ii) **Financial (Finance)** – Financial Bid indicating item –wise price for the items mentioned in the BOQ.

#### 2. SUBMISSION AND OPENING OF BIDS

##### 1. Submission of Bids:

Tenders are to be submitted online within the prescribed date & time using the Digital Signature Certificate (DSC).

- A. **Technical Proposal-** scanned documents(\*.PDF) will have to be uploaded under the cover named “**Fee / Pre Qual / Technical**” containing the following folders:
  - i) **EMD** (i.e. proof of RTGS/NEF),
  - ii) **NIT** (i.e. scanned copy of NIT)
  - iii) **Technical Documents** (i.e. compliance of Technical Specifications, Layout Plan/Drawing etc.),
  - iv) **Other Important Documents (OID)-** The following documents must be uploaded, otherwise bids could not be submitted online:

SI	Category Name	Sub Category Description	Details
1	Certificate(s)	Certificate(s)	<ul style="list-style-type: none"> <li>• GSTIN(Valid)</li> <li>• PAN</li> <li>• P Tax(Challan)</li> <li>• Latest IT Acknowledgement</li> <li>• Bank Solvency</li> </ul>
2	Company Detail(s)	Company Detail	<ul style="list-style-type: none"> <li>• Proprietorship Firm (Trade License)</li> <li>• Partnership Firm (Partnership Deed, Trade License)</li> <li>• Ltd. Company (Incorporation Certificate, Trade License)</li> <li>• Society (Society Registration copy, Trade License)</li> </ul>
3	Credential	Credential	<ul style="list-style-type: none"> <li>• Work completion certificates</li> <li>• Payment Certificates</li> </ul>

4	Financial Info	P/L and Balance Sheet	<ul style="list-style-type: none"> <li>• Balance Sheet (Last 3 years)</li> <li>• Profit &amp; Loss A/c (Last 3 years)</li> </ul>
5	Declaration	Declaration	<ul style="list-style-type: none"> <li>• Undertaking Regarding Blacklisting to be submitted as per Annexure-III</li> <li>• Undertaking regarding acceptance of Terms &amp; conditions of NIT as per Annexure-I</li> </ul>
6	Manpower	Employee / Technical Personnel	<ul style="list-style-type: none"> <li>• Self-Declaration</li> </ul>

- v) **Other Documents-** (i.e. documents are not listed in the Table above),
- vi) **Checklist** (as per Annexure-vi)
- vii) An undertaking duly attested by the notary that
- The bidder is currently not blacklisted or banned by any Govt./Govt. Department / Govt. Bidder / PSU in India for corrupt or fraudulent practices or non-delivery or non-performance in last 3 years
  - The bidder or any of its directors have not been convicted of a cognizable offence by any court of law with imprisonment for a term exceeding one year.

### B. Financial proposal –

Financial bid should be uploaded under the cover named “Finance” containing the folder BOQ.

- The bidder has to quote the rate online through computer in the space marked for quoting rate in the BOQ. The **base price (rate per unit)** shall be quoted in the space earmarked for the same. **Tax and duties shall have to be mentioned separately in the columns provided for the purpose.**
- The BOQ must not be modified/ replaced by the bidder. The bidder should upload the downloaded BOQ after filling the relevant columns; else the bidder is liable to be rejected for that tender. Bidder is allowed to enter the Bidder Name and Values only.

### 3.. Tender Acceptance & Rejection:

The following considerations shall be taken into account while evaluating the bids-

- Whether the goods and the services offered are as per the requisite tender specifications in the document.
- Whether the bidder has submitted all the information/ documents as required to be submitted along with the bid.
- Bidders with variance/contradiction between Technical Bid & Financial Bid will be liable for rejection.
- Bidders submitting incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- Tenders with the Technical Bid not containing EMD amount will be summarily rejected.

- vi. In addition to the above rejection criteria, if there is non-compliance of any of other clauses of this Tender Document, the tender is liable for rejection.

#### **4.Evaluation Process:**

##### **A. Opening of Technical Proposal**

- i) A committee comprising of senior officers of Health & Family Welfare Department will open and assess the technical bid of the Tender.
- ii) Cover for technical documents will be opened. Decrypted (transformed into readable formats) documents will be download & handed over to the “Tender/Technical committee”. If there is any deficiency in the documents the tender will summarily be rejected.
- iii) During evaluation the committee may summon the bidders & seek clarification/information or additional documents or original hard copy of any of the documents already submitted.
- iv) If any bidder fails to produce the original hard copies of the documents on demand of the “Tender committee” within a specified time frame and if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant law.
- v) Summary list of technically qualified bidders will be uploaded online.

##### **B. Opening of Financial Proposal-**

The Financial bids of technically qualified bidders only will be considered for financial bid evaluation. Lowest financial bid will be designated as L1. Second lowest as L2 and so on.

#### **Note:**

- Each scanned documents should have an index page indicating the name of the documents enclosed with Page no.
- The layout as prescribed by WBMSCL to be maintained strictly.
- The Earnest Money will be refunded after finalization of the tender and/or submission of Performance Bank Guarantee.
- **TIA** 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.

**THE DECISION OF THE TIA WILL BE FINAL AND BINDING IN THIS MATTER.**

## SECTION-IV

### GENERAL CONDITIONS OF CONTRACT (GCC)

1. **Technical Specifications:** Each Mobile Medical Van supplied should conform strictly to the technical specifications and Tender Inviting Authority would be at liberty to get the Mobile Medical Van Tested in any manner whatsoever as may be considered necessary. In the unlikely event of any equipment's of the Mobile Medical Van failing to conform to the specifications, the entire lot supplied will have to be individually tested in a Testing Laboratory and the expenses for such testing will be charged to the supplier, together with incidentals.
2. **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 – 8 **Liquidated damages for delayed delivery / delayed setting up of Services.**
3. **Alternative Tenders**  
Alternative Tenders are not permitted.
4. **Firm Price**  
Prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. However, any change in GST or any Govt. duty a result of any statutory variation takes place within the contract period shall be allowed to the extent of actual quantum paid by the supplier in a separate bill.
5. **Patent Rights**  
The suppliers shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & 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.

## 6. PENALTY FOR DEFAULT:

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 at least 5 years. c. Blacklisting to be circulated to all procurement agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee. e. Lodging FIR.
Breach of Agreement	a. Termination of Contract. b. Blacklisting for at least 5 years c. Blacklisting to be circulated to all procurement agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee e. Lodging FIR

## 7. GROUND FOR BLACKLISTING

### a. At the Stage of Competitive Bidding – on the ground of:

- i) Submitting false documents as far as the eligibility criteria are concerned,
- ii) Submission of bid which involves concealment /suppression of facts in the bids in order to influence the outcome of eligibility screening or any other stage of open bidding.



- iii) Unauthorized use of one's name or the name of any other firm for the purpose of bidding,
- iv) Withdrawal of a bid, or refusal to accept an award, or enter the contract with Govt. without justifiable cause, after he had been adjudged as having submitted the lowest responsive bid,
- v) Refusal or failure to post the required performance security within the prescribed time, as indicated in the detailed tender notice.
- vi) Refusal to clarify in writing its Bid during post qualification within the prescribed period as contained in the detailed tender notice from receipt of the request for clarification.
- vii) Any documented unsolicited attempt to unduly influence the outcome of bidding in his favour,
- viii) All other acts that tend to defect the purpose of competitive bidding which is contrary to financial rules of the Government e.g. habitual withdrawing from bidding except valid reasons, not complying with the requirements during bid evaluation.

**b. At the stage of contract implementation – on the ground of :**

- i) Failure on the part of the firm to supply items as per supply order/work order due solely to his fault or negligence within the prescribed period as mentioned in the detailed tender notice.
  - ii) Failure to fully and faithfully comply with the contractual obligations without valid cause or failure to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract.
  - iii) Assignment and sub-contracting of the contract or any part thereof
  - iv) Unsatisfactory progress in the delivery/execution of goods /items/work in case of procurement,
  - v) Supply of inferior quality of goods/service/work, as per accepted specification /sample/specimen of items(s).
  - vi) Any other reason, which the procuring entity deems it logical to include in the contract, duly agreed by the contractor.
  - vii) failure of supply/execute within the stipulated period of time to be mentioned in the supply order/work order.

**8. DISPUTES & ARBITRATION**

IN CASE of any dispute or differences, relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Tender Inviting Authority (TIA) or any other person appointed by him. The decision of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Tender Inviting Authority (TIA) shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be

entitled to proceed further with the reference from the stage at which it was left by the predecessor. The bidder will have no objection in any such appointment on the ground that arbitration so appointed is employee of Tender Inviting Authority (TIA). The adjudication of such arbitrator shall be governed by the provision of the arbitration and conciliation act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration shall be held within the jurisdiction of Hon'ble High Court of Calcutta.

**9. TERMINATION OF CONTRACT:**

Tender Inviting Authority (TIA) may without prejudice to any other remedy or right of claim for breach of contract, terminate the contract in whole or in part by giving a notice of not less than 30 days to the contractor:

a) If the contractor (Bidder) materially fails to render any or all the services within the time period(s) specified in the contract or any extension thereof granted by Tender Inviting Authority (TIA) in writing and fails to remedy its failure within a period of thirty (30) days after receipt of the default notice form Tender Inviting Authority (TIA).

b) If the contractor in the judgment of Tender Inviting Authority (TIA) has engaged in corrupt or fraudulent practices in competing or in executing the contract.

**10. FORCE MAJEURE CLAUSE:**

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purpose of the clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.

## SECTION-V

### AWARD OF CONTRACT

#### 1. Letter of Acceptance (LoA):

- i. On completion of e- Tender formalities, Letter of Acceptance (LoA) will be issued in favour of the selected bidder (L1).
- ii. The instant e- tender accepted rate of the tendered items will remain valid for 01 (one) year from the date of issuance of LoA.
- iii. Tender Inviting Authority reserves the right for placement of work order at any time during the validity period of the tender and the contractor will be bound to execute the work as per accepted rate.

#### 2. Tender Inviting Authority's right to vary quantities

TIA reserves the right to increase or decrease the quantity of goods and related services originally specified in the tender, Schedule of Requirements, provided this does not exceed 20% above or 20% below the original required quantity and without any change of rate for fabrication of customised mobile medical Units or other terms and conditions of the Bid Documents.

#### 3. Publication of Award of Contract

Tender Inviting Authority (TIA) shall publish the Award of Contract in e-tender portal.

#### 4. Signing of Contract

Prior to the expiry of the period of bid validity, Tender Inviting Authority (TIA) shall issue Award of Contract (AOC)/ LOA. The draft agreement will be sent to the successful Tenderer along with the AOC and Special Conditions for Goods, if any.

Within 10 (ten) working days of receipt of the AOC/LOA, the successful Tenderer shall sign and return the agreement to Tender Inviting Authority (TIA) (**Annexure-VI**). The security deposits in the form of performance bank guarantee be furnished not later than 10 working days from the date of receipt of the base vehicle by the bidder for fabrication. (**Annexure-IV**)

Failure to do so shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

**Note:** 1. *working demonstration of all the offered goods should be arranged by the bidders in Kolkata as and when requested to do so by the Technical Bid Evaluation Committee prior to the opening of the financial bids.*

2. The bidder must submit detailed designs and plans in the with the specified requirements of the tender document.
3. The bidder may utilize/engage other fabrication facilities in India that have in-house capabilities to undertake the complete fabrication of mobile medical units to ensure timely delivery. However, the number of such facilities shall not exceed three. The bidder shall remain entirely responsible for the quality and any delay in delivery arising from outsourcing fabrication to other facilities. Prior to engaging such fabricators, the bidder must obtain permission from the Tender Inviting Authority

## **Section VI- SCHEDULE OF REQUIREMENTS**

### **1. Name of the Consignee:**

Managing Director,  
West Bengal Medical Services Corporation Limited.

### **2. Total number of Mobile Medical Units = 150 (one hundred fifty)**

### **3. Name of the work- Fabrications of customised Mobile Medical Unitson Force Traveller T2 DV.**

### **4. Technical Specifications:**

- a. Complete corrugated flooring covered with 12 mm Marine Ply. (Century / Kit Ply)
- b. The floor should be properly cured to ensure right strength and finish. The floor must withstand a distributed load of minimum 150kg/m<sup>2</sup>
- c. Complete ply flooring covered with 2.5mm antiskid vinyl flooring (PVC /equivalent).
- d. Side MS window panel cut and removal and installed with fixed toughened glass ( 5 mm or more) as per layout. (LHS-two fixed, one sliding, RHS-One fixed, one sliding)
- e. All window glass should be fitted with one way vision films (-40/60-perforated window film) for providing privacy, heat control and UV Protection. (Brands-3M privacy film). Film thickness 100-150microns.
- f. Roof cutting for placement of 15-kilowatt Automotive AC unit.
- g. Centralized ducting rear examining area including driver cabin.
- h. Full partition wall between driver cabin and rear examining cabin covered with FRP.
- i. Partition wall will be installed with sliding toughened glass window framing. (8mm or more)
- j. Placement of one1-ton split AC indoor unit on driver partition wall. With copper piping and electrical wiring routed through protective conduit and weatherproof insulation.

- k. Doctor work table (**36" x 26" x 30" H**) at **left-hand side (LHS) placement** and under-table space designed to accommodate a **3 kV super silencer generator**. The table should be made of **FRP with a suitable metal framework** for strength and durability. The surface should be **Royal Blue in colour, smooth, chemical-resistant, and easy to clean**.

The generator compartment should be equipped with an **externally pull-out tray with foldable legs** for easy access and maintenance. It should also be fitted with **anti-vibration pads**, and the inner side panels should be **lined with wool for noise insulation**. Additionally, the generator compartment should have **proper ventilation slots for heat dissipation** to ensure efficient performance."

- l. **USG Compatible patient couch (74 inchx24inch)** at **RHS** with under couch space designed to accommodate **one-ton split AC outdoor unit**. The couch should be made of **FRP with a suitable metal framework** for strength and durability. The couch surface should be fitted with High Density PU foam (50mm thick) for patient comfort and covered with royal blue colour washable, anti-bacterial, and fire -retardant synthetic leather.

The ac outdoor unit should be fitted with **anti-vibration pads**, and the inner side panels should be **lined with wool for noise and heat insulation**. Additionally, the outdoor unit compartment should have **proper ventilation slots for heat dissipation** to ensure efficient performance.

One compartment under patient couch for keeping portable refrigerator as per layout.

- m. **FRP- full Partition with swing door** after main rear entrance as per layout plan. Door size should be **5 feet x2 feet**, one sliding window (**24inch(W) X 20inch (H)**) for pharmacy distribution. One **hydraulic door closer** and one good quality door stopper ,should be fitted on the door.
- n. PVC door transparent strip curtain (3mm) at main door in full overlap and full size.
- o. Lab utility table (**54" x 20" x 30" H**) at **left-hand side (LHS) placement** with under storage drawer. Table top should be protruded 3inch from drawer. The table should be made of **FRP with a suitable metal framework** for strength and durability. The surface should be **Royal Blue in colour, smooth, round corner, chemical-resistant, and easy to clean**.
- p. Lab utility table (**62" x 25" x 32" H**) at **left-hand side (LHS) placement** with under storage drawer. Table top should be protruded 8" from drawer. The table should be made of **FRP with a suitable metal framework** for strength and durability. The surface should be **Royal Blue in colour, smooth, round corner, chemical-resistant, and easy to clean**.
- q. **One pharmacy counter (30 inchx20 inch)** with table top medicine bins covered with tampered glass as per layout. The table should be made of **FRP with a suitable metal framework** for

strength and durability. The surface should be **Royal Blue in colour, smooth, round corner, chemical-resistant, and easy to clean.**

- r. **One full-length medical equipment storage cupboard at RHS (60" width x 20" depth) with a proper locking arrangement for the safety of the equipment as per layout.**
- s. 3-seater sofa (length -54inch with minimum seat width 16" & cushioned high back rest to be fitted adjacent to doctor table. The sofa surface should be fitted with High Density PU foam (50mm thick) for comfort and covered with royal blue colour washable, anti-bacterial, and fire - retardant synthetic leather
- t. One full-size, good-quality, sky-blue washable apron screen to be fitted just after the sofa and washbasin as per the layout. The apron should be mounted on an aluminium channel for easy movement.
- u. One revolving doctor chair covered with royal blue colour washable, anti-bacterial, and fire - retardant synthetic leather.
- v. Three good quality foldable chair for lab assistant and pharmacy staff member.
- w. Adequate under storage for safe keeping of laptops, personal belongings like hand bags, mobiles etc. of the on-duty members as indicated in the layout.
- x. The twin co-driver seat has to be foldable. (HARITA OR Equivalent)
- y. The driver cabin must have one first aid box with basic essentials for simple emergencies.
- z. Rear full size FRP foot step for easy stepping in and out for elderly women.
- aa. The vehicle exterior to be finished with complete Du-pont painting Everest white.
- bb. The Stepney to be fitted in the undercarriage using chain pulley mechanism.

##### **5. Interior Panelling & Insulation for Mobile Medical Van-**

All door pad, all interior side wall panelling should be done by FRP (Glass Fiber Reinforced Plastic). Product of Saint Gobian India. 25mm-thick aluminium foil glass wool should be use between vehicle metal shell and FRP as an insulation including ceiling. Aluminium glass wool should have acoustic properties to reduce noise and absorption of sound. Also fire and moisture resistance. All joints and edges to be sealed with aluminium tape.

##### **6. Air Conditioning System (Roof top ac and split ac)**

- a) MOBILE MEDICAL UNITS must be provided with a transport grade air-conditioned system of minimum 15 KW cooling capacity with roof top condenser unit, with digital control (JTAC-SL-215)& AC system should be main engine driven.
- b) There should be provision of AC ducting all the clinical areas as well as registration desk so that every staff member will feel cooling comfort including driver.
- c) In addition to the engine driven roof top ac, one transport grade split air conditioning systems of minimum **one (1) ton capacity with minimum three-star power rating** (Make- Mitsubishi/ Daikin)

- d) The Split AC system for the clinical area should be operating on the super silence generator as well as outside power source.
- e) All hoses shall be machine crimped to avoid the leakages.
- f) Both the AC system shall be of transport grade and certified for passenger vehicle usage.
- g) There should be a minimum IP65 rated external charging socket for connecting the van to an external power grid / source.
- h) The scope of supply must include a minimum 30 (thirty) meter long connecting cable with matching adapter at one end and a generic AC power adapter/ 3 pin AC plug at the other end.
- i) **AC Out door unit** should be mounted with heavy duty anti-vibration sturdy brackets with good quality shock absorbing rubber mounts.
- j) To ensure good airflow at least six-inch clearance should be kept around the outdoor unit.
- k) Stainless steel or anti-rust coating fasteners should be used to prevent corrosion.
- l) Install a circuit breaker (make-Legrand) or safety switch to cut off power in case of malfunction.
- m) Use vibration resistant, flexible copper tubing to prevent leaks.
- n) Ensure secure insulation to avoid heat loss and condensation issues.

## 7. Power Supply & Management Solution

- a) The MOBILE MEDICAL UNITS shall be supplied with **super silence petrol generator** of minimum 3 KVA for 220 V supply in the coach with a provision for change over from the Genset to a main power supply. The Noise level of the generator should not be more than 65 dB. The output of the generator should be pure sine wave (**Make: HondaEU-30is**
- b) ).
- c) There should be a minimum IP65 rated external charging socket for connecting the van to an external power grid / source.
- d) The scope of supply must include a minimum 30 (thirty)mtr. Long connecting cable with matching adapter at one end and a generic AC power adapter / 3 pin AC plug at the other end.
- e) **UPS with adequate Earthing**

One 1250VA, High Frequency Inverter, Pure Sine Wave output,(Brand-Microteck) with 100Ah sealed mobile lead acid maintenance free battery (Make-EXIDE) to be installed for maintaining optimal supply while the vehicle is stationary. There should be provision for connecting and maintaining the power supply through inverter from external power source while the vehicle is stationary.

## 8 Wiring

- a) All wires shall be concealed (channels to be provided in the walls) and so arranged that they can be readily inspected and renewed without affecting the finish of the vehicle.
- b) All the wires in the roof of the vehicle should be concealed type but with defined service points for checking as well as re-wiring in case of any need.
- c) All 12V DC and 220V-AC wiring shall be PVC insulated wires conforming to BIS specification. (Brands-Havells or Finolex)
- d) Wiring shall be of sufficient size to carry the required load without voltage drop.
- e) The earth return system shall be used for body wiring.
- f) Wherever PVC sleeved cables pass through the outside body or structural members, shall have suitable grommets/bushes made out of rubber or bakelite inserted in the holes and PVC tube carrying cable be clipped as near as possible.

- g) Wires shall be permanently continuous color-coded and permanently number coated for easy identification of the various circuits. Use of tapped numbers is not acceptable.
- h) Wires shall be of sufficient length to provide a loop at terminals so as to permit ample slack for directional positioning. The length shall allow replacement of end terminals twice, without pulling, stretching or replacing the wire.
- i) Corrosion resistant full ring or interlocking terminals shall be used for terminating wire ends at components. All wires shall be continuous and terminate at appropriate connector. "T" or butt connectors shall not be used.
- j) Battery cable terminals, component terminals and connectors exposed to the ambient shall be coated with terminal corrosion preventive compound.
- k) Except for those on large wires, such as battery cables, terminals shall be machine crimped to the wiring. A ratchet type hand crimper may be used where it is not possible to use a large machine crimper.

## **9 Electrical Distribution Points, Lighting & Fans**

- a) There shall be adequate number of lighting elements in all the three areas emitting white light meant for general lighting of the compartment as required to perform general work
- b) Short Circuit Breaker (SCB) switch to be fitted for 220V AC Line and 12 V DC line, (Make- Legrand/ Crabtree, India)
- c) The lighting fixtures should be seamless in construction without any sharp edges and joineries in the frame and diffuser.
- d) 2nos high power 12V DC led strips lights (14W/m,1200 lumen/m)to be fitted within concealed aluminium section and covered with acrylic glass placement on entire ceiling from both the sides. (Brand-Osram/Skska/Wipro)
- e) 2nos 12V-DC cabin fan with 6inch fan blade diameter to be fitted in the driver cabin. (Brand-Remi)
- f) 8 (eight) no's 8watt -round- LED slim panel light-concealed ceiling mount/flushed manner, 220 V-AC, to be fitted on the ceiling of the van for uniform distribution of illumination. (Brand-Philips/Syska/Havells). Every pair of LED light should have one modular switch.
- g) 3nos 220V AC (inverter-based power) power cabin fan (for inverter-based power) with 225 mm diameter fan blade, wall mounted (Clip-on), Brands-Bajaj/ Poolstar /USHA/Compton) to be fitted in the mobile van.
- h) 2nos 5A/15A plug points with switches (Brand-Modular-Legrand/ Havells/Crabtee), to be fitted near doctor's table .one plug point for X-Ray view box and other for additional medical instruments.
- i) 3 nos 5A/15A plug point with switch (Brand-Modular-Havells/Crabtee), to be fitted on the side panel for lab work.
- j) All switches for LED ceiling light with one 5A/15A plug point to be fitted near pharmacy counter. (above the rear entrance gate).



- k) 3 no's 5A/15A plug point with switch (Brand-Modular-Legrand/Havel's/Crabtree), for fitment of Multi Para Monitor, ECG machine and portable USG machine at right side of the driver's partition panel.
- l) One LED medical examination light with swivelling arm length-800mm for medical procedure inside the van, to be fitted above the patient couch wall panel. (AC-220V, inverter-based power).
- m) In addition to above, power point for split ac, plug points for 2-C.C.T. V camera, three Fans plug points to be fitted.

#### 10. Fire Extinguisher

- a) The MOBILE MEDICAL UNITS should be equipped with ONE standard fire extinguishers of 2(TWO) Kg capacity.
- b) The fire extinguisher should be secured in an extinguisher manufacturer bracket of automotive type and located in full view and in an accessible place at Drivers cabin.
- c) The fire extinguisher should bear a label of ISI / CE / UL/ NFPA showing a rating of ABC

#### 11

##### A. Wash Basin Unit with Foot-Operated Faucet, Soap Dispenser, Mirror & Towel Holder for Mobile Medical Van

The system shall include a **compact and hygienic wash basin (SS-304)**, installed adjacent to the **patient couch**, equipped with a **foot-operated faucet (stainless steel/Brass) with flow rate 0.5-2 l/m** for hands-free water dispensing. A **20-litre water bottle (portable and easy to refill)** will be fitted to serve as the primary water source. Additionally, the unit will include a wall mounted manual **soap dispenser, a shatterproof and anti-fogging mirror, and a stainless-steel towel holder** for enhanced hygiene and convenience. Food grade flexible tubing should be use for connecting the bottle and faucet.

##### B. Waste Water Management System for Mobile Medical Van

A properly designed **wastewater management system** is essential for maintaining hygiene and preventing contamination inside the mobile medical van. The system should efficiently **collect, store, and dispose of wastewater** while ensuring safety and compliance with hygiene regulations. Minimum capacity of the grey water tank should be 20litres with drain out valve and to be placed under carriage.

#### 12. Retractable Awning (Manual)

- a) MOBILE MEDICAL VAN shall have a sturdy and dismountable tent with extra strong lightweight anodized aluminium structure (minimum **-40mm x 40mm profile with 2.5mm thickness**) on **LH side of MOBILE MEDICAL UNITS.**
- b) The purpose of the tent is to permit a close waiting space immediately outside the MOBILE MEDICAL UNITS, if required so.

- c) Tent shall be silent while opening / closing and travelling
- d) Fabric shall be Vinyl UV resistant waterproof and washable, colour shall be in a shade of white & blue.
- e) Canopy shall not blow over in windy conditions and shall be waterproof  
(Minimum 280grams per square meter)
- f) Dimensions: **3050 mm x 2450mm (approx.)**.

**13 Exterior Lighting:**

- a) Emergency light bar at roof & siren of repute make to be placed as per Government rules.
- b) Other external lighting, signalling an indication system of the bus should be as per Central Motor Vehicle Rules, 1989, as amended from time to time.

**14 Exterior body colours:**

- a) **Exterior Graphic Design** of good **quality vinyl with eco-solvent type with lamination**, to be finalized after approval covering the entire vehicle
- b) **Lettering & full body Logo** along with full wall clinical pictures & its design approved by TIA.

**15 PUBLIC ADDRESS SYSTEMS for Loud and Crystal-Clear Announcement.**

One set of red and blue bar light with 100W Siren amplifier, Public Address system, 100W Siren Speaker (GRAND/SOLPHIN) to be installed on the roof.

**16 One Aluminium Oxygen cylinder (Make – ALCAN-3.2 LITRES) and fixed stand**, secured tightly to the vehicle body with removable clamps, along with Flow control valve.

**17 CAMERA**

-Two numbers 2MP-CP PLUS /HIKVISION camera at inside the mobile medical van with DVR, 1 Tb Hard Disc and sim card router for online mobile viewing. The DVR will be activated only 1<sup>st</sup> ignition key turn position /accessories mode of the Van.

**18 GPS-** GPS tracking system should be fitted in the mobile medical Units with GPS solution for three-year subscriptions & three-year warranty of **hardware** installations.

**19 ASSESSORIES**

- a) **Reverse Gear Camera-** Touch screen Reverse camera with audio set and speakers, with 7inch capacitive high brightness touch panel (1240x600), dual USB Port ,Audio&video from USB, Built in Bluetooth hands free calling etc of repute make should be provided .
- b) One IV bag hanging hook (stainless steel) to be fitted with heavy duty steel screws just above the patient couch. (can be folded when not in use)
- c) Equipment mounting, tie downs, padding and bracing for operational transport of various equipment's such as the dental chairs.
- d) **Locking provision** for battery and other external equipment's and an anti-theft alarm system with door sensors for the vehicle.
- e) Biomedical Waste, colour coded collection units with pedal type concealed bins in the Medical Clinical area with clean lids (Red, Yellow and Black bins).
- f) **One DC 12 Volts Refrigerator(Total 50 Lits)** -40litrs capacity with temperature range 0 to 10 degree Celsius and 10 litrs deep freezer with temperature ranges 0 to -15degree Celsius. Input power DC 12V, Size-510mm(H) X470 mm(W),439mm(D). (To be supplied by the bidder).

- g) Suction Apparatus with accessories-Brand-Devillbiss Health care –QSU-7314(To be supplied by the bidder).
  - h) SS Bio waste bin Flip open type,(9LX3Volume) 3 colour code.
  - i) Hight measurement tape -6feet to be fitted in the wall panel just after main entrance.
  - j) Thermal gun having response time less than 500ms.
  - k) Haemoglobin meter-(digital) -ACCU-SURE
- .....

## SECTION-VII

**Following medical equipment's will be supplied by the Tender Inviting Authority, necessary arrangement /provision should be made by the bidder for installations of the same. Installation of those medical equipment's under the scope of bidder.**

SI	DESCRIPTIONS OF THE INSTRUMENTS	Qty
1	Binocular Microscope	1
2	Sterilizer 38 cms with electric drums	1
3	Baby Weighing Machine(Digital)	1
4	Weight Machine (Adult) (Digital)	1
5	B.P Apparatus [Digital ]	1
6	View Box(Single screen), with LED light,	1
7	Nebulizer	1
8	Multi Para Monitor	1
9	ECG 12 LEAD	1
10	Needle cutter(Manually operated)	1

# ANNEXURES

[To be Submitted in Following Format]

## ANNEXURE –I

### **DECLARATIONS**

Sir,

Having examined the Bid Documents of e-Tender for Fabrication of Customized **Mobile Medical Van on Force Traveler T2 for H & FW Department**, we, \_\_\_\_\_, offer to supply and deliver the entire work in conformity with the Terms & Conditions laid down in the Tender Notice No. \_\_\_\_\_ dated \_\_\_\_\_ and would abide by the same terms and conditions throughout the period of contract.

We, hereby also agree to execute a “Contractual Agreement” with Tender Inviting Authority based on all the terms & conditions laid down in the Tender Notice No. \_\_\_\_\_ dated \_\_\_\_\_ in the event of being selected as a successful Bidder.

We understand that you are not bound to accept the lowest or any bid you may receive.

We also understand that you have the right to receive the quantities and/or split the total order among the Bidders and/or procure the available and compatible items/equipment’s through GeM (Government e-Marketplace)/e-tender portal

\_\_\_\_\_  
Signature with date

\_\_\_\_\_

Name in block letters

---

Seal of the Company

## ANNEXURE –II

### **ONLINE SUBMISSION OF EARNEST MONEY**

Necessary Earnest Money will be deposited by the bidder electronically online-through his net banking enabled bank account, maintained at any bank or: offline-through any bank by generating NEFT/RTGS challan from the e-Tendering portal. Intending Bidder shall have to get the Beneficiary details from e-Tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e-Proc Ref No.

Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from e-Procurement site.

Bidders are also advised to submit EMD of their bid, **at least 3 working days before** the bid submission closing date as it requires time for processing of Payment of EMD.

Bidders eligible for exemption of EMD as per Govt. rule may avail the same and necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of Statuary bid documents.

Unsuccessful bidders will get their EMD refund automatically online.

ANNEXURE-III

**UNDERTAKING REGARDING BLACKLISTING**

[To be executed on Rs. 10/-non Judicial Stamp paper and duly notarized]

I/We

\_\_\_\_\_

Contractor/Partner or Sole Proprietor (Strike out the word which is in applicable) of (Firm of contractor) \_\_\_\_\_

Do hereby declare and solemnly affirm that the individual firm/companies M/s

\_\_\_\_\_

have not been blacklisted during last 5 Years by the Union or State Government and the individual/firm/companies blacklisted by the Union or State Governments or any partner or shareholder thereof are not directly or indirectly connected with or has any subsisting interest in business of my firm.

Deponent

Dated \_\_\_\_\_

\_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Dated: \_\_\_\_\_

Deponent

\_\_\_\_\_

ANNEXURE – IV

**SECURITY DEPOSIT (SD)**

[To be stamped accordance with Stamp Act]

Ref: Bank Guarantee No.  
To

Date:

Dear Sir,

WHEREAS ..... (Name of bidder) hereinafter called “the bidder” has undertaken, in pursuance of Contract dated, ..... (hereinafter referred to as “the Contract”) **Fabrication of Customized Mobile Medical Van on Force Traveller T2 for H& FW Department.**

AND WHEREAS it has been stipulated in the said Contract that the Bidder shall furnish a Security Deposit (“the Guarantee”) from a scheduled bank for the sum specified therein as security **Fabrication of Customized Mobile Medical Van on Force Traveler T2 for H & FW Department.**

WEREAS we \_\_\_\_\_ (“the Bank”, which expression shall be deemed to include it successors and permitted assigns) have agreed to give H & FW Department the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payments of all sums due and payable by the Bidder to H & FW Department Under the terms of their Agreement dated \_\_\_\_\_ on account of any breach of terms and conditions of the said contract related to partial non-implementation and/ or delayed and/ or defective implementation. Provided, however, that the maximum liability of the Bank towards H & FW Department under this Guarantee shall not, under any circumstances, exceed \_\_\_\_\_ in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from H & FW Department stating full or partial non-implementation and/ or delayed and/ or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to H & FW Department and and all sums demanded by H & FW Department under the said demand notice, subject to the

maximum limits specified in Clause 1 above. A notice from H & FW Department shall be sent at the following address.

Attention Mr. \_\_\_\_\_.

- 3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of **5 (five) years** from the date of its execution.
- 4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by –
  - i) Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
  - ii) Any breach or non-compliance by the bidder with any of the terms and conditions of any Agreements/ credit arrangement, present or future, between Bidder and the Bank.
- 5. The BANK also agrees that H 7 FW Department at its option shall be entitled to enforce this Guarantee against the Bank as as Principal Debtor, in the first instance without proceeding against Bidder and not withstanding any security or other guarantee that H & FW Department may have in relation to the Bidder’s liabilities.
- 6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of H& FW Department or any other indulgence shown by H& FW Department or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
- 7. This Guarantee shall be governed by the laws of India and only the courts of Kolkata shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the .....Day of .....

Witness

(Signature)  
 (Name)  
 (Official Address)

(Signature)  
 Bank Rubber Stamp  
 (Name)  
 Designation with Bank Stamp  
 Plus Attorney as per Power of Attorney No.

Dated:



**ANNEXURE- V****MANUFACRUTERS AUTHORISATION FORM**

Ref No.: \_\_\_\_\_

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

To,  
 The Managing Director,  
 West Bengal Medical Corporation Ltd.  
 Swasthya Bhawan  
 Kolkata 700091  
 Ref: Tender ID: NIT No - \_\_\_\_\_

Dear Sir,

We \_\_\_\_\_ who is established and reputable  
 manufacturers of range of vehicles, BSVI having factories at \_\_\_\_\_  
 do hereby confirm that, we Authorize \_\_\_\_\_,  
 to participate in the Tender (Tender No: \_\_\_\_\_  
 \_\_\_\_\_) for customized fabrication of 150 Mobile Medical Van.

M/S \_\_\_\_\_ will have a separate contract between them and yourselves,  
 for Fabrication/modification as per the above-mentioned Tender.

We hereby confirm that we will provide warranty for the \_\_\_\_\_ vehicle (except parts not fitted  
 by Force Motors Limited) as per our standard warranty Terms and conditions, attached herewith.

Name  
 Signed

In the capacity of

Duly authorized to sign the authorization for and on behalf of:

Dated on \_\_\_\_\_ day of \_\_\_\_\_,

Note: This letter of authority must be on the letterhead of the manufacturer, must be signed by an authorized person of the organization who is competent and having the power of attorney to bind the producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders

**ANNEXURE – VI**  
**AGREEMENT**

[To be stamped in accordance with Stamp Act]

**ARTICLES OF AGREEMENT** made \_\_\_\_\_ between the Health & Family welfare Department, represented by the MD, WBMSCL, having its registered office Swasthya Bhawan, GN- 29, Saltlake City, Kolkata- 700091( hereinafter call the LINCENSOR which expression shall his successor in his office and assigns) of the **ONE PART**

AND

Shri/Smt./Miss \_\_\_\_\_ Son/daughter/wife/widow of \_\_\_\_\_ carrying on business under the name & styled of M/s. \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as the 'LICENSEE' (Which expression shall unless excluded by or repugnant to the context be deemed to include the respective heirs, executors, representatives and permitted assigns) on the **OTHER PART**.

WHEREAS the Contractors submitted a tender for \_\_\_\_\_ to H & FW Department for the period from \_\_\_\_\_ day of \_\_\_\_\_ at the rate Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only including delivery and other charges to any place where the H & FW Offices are situated and the said tender has been accepted by the MD, WBMSCL for and on behalf of the 'Health & Family welfare Department'.

**WITNESSETH and it is hereby agreed as follows :-**

1. THAT the Contractor shall supply the quantities of goods mentioned in the 'SCHEDULE' as per sample submitted by the Contractor at the rate mentioned therein including delivery and other charges to any place where the H & FW offices are situated.
2. THAT the Contractor shall deposit with the MD, WBMSCL Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) Only as Security for the fulfillment of the terms and conditions of this agreement containing on the Part of the Contractor.
3. In the event of the Contractor failing to make a Security Deposit in the matter hereinafter mentioned, the MD, WBMSCL, or any Officer authorized on behalf of him, may at his discretion, forfeit the Earnest Money lodged with this tender and cancel the acceptance of the tender.
4. The Contractor shall supply such goods contracted for, within scheduled time specified in the schedule hereto.
5. If the Contractor by any cause, other than his own neglect or default be prevented or delayed from supplying goods within the period as mentioned in the PARA-4, the period of supply may be extended by the MD, WBMSCL, on his being satisfied that reasonable grounds exists for such extension.
6. If the Contractor fails to supply article/ goods as per terms & conditions of the TENDER NOTICE and/or acceptance letter and/or Contract of Agreement and in accordance with the accepted samples, the MD, WBMSCL or any Officer authorised by him on his behalf, without any notice to the Contractor, forfeit the Security Deposit and/or black-list the firm/Contractor.
7. All the terms and conditions of the TENDER NOTICE and acceptance letter are binding on the Contractor.
8. If the Contractor shall fail to comply with any order as in Clause-4 mentioned or in an extended period under Clause or if goods supplied be not up to the standard then the MD, WBMSCL or any Officer authorized by him on his behalf, may, without any notice to the Contractor, purchase elsewhere the goods required and in the case of defective goods, the Contractor shall at his own expense, remove such defect goods. Any goods, so purchased shall be considered as part of the minimum quantity which the MD, WBMSCL is bound to take as hereinafter mentioned. Any loss incurred by reason of the




## Section-VIII- BILL OF QUANTITIES (BOQ)

### Statement of Breakup of Duties and Taxes

#### ( Fabrication of Customized Mobile Medical Vans)

Sl. No.	Description of Work/Item(s)	Units	Total Qty	Unit rate without GST	GST@ .....%	Unit price with all taxes
	Basic Price of Fabrication of Customized Mobile Medical Vans including value of goods, accessories ,Medical equipments & ancillaries, freight charges including fittings and any other charges as applicable and onsite delivery at Kolkata including permanet registration with PVD-Kolkata.	Nos	150			