



Notice Inviting e-Tender

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

Phone No (033) 40340307/320
E mail: procurement@wbmsc.gov.in

Procurement, supply and installation of Hi Tech Analytical Instruments for State Drugs Control & Research Laboratory (SDCRL) of the Government of West Bengal
(Submission of Bid through *online*)

Bid Reference No.: WBMSCL/NIT-279 /2025

Dated-08.04.2025

2nd call of tender no. WBMSCL/NIT-101/2025, dated: 06.02.2025

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

Sd/-
Managing Director,

Table for Important Dates

Sl.	Items	Date(s)
1.	Date of uploading of N.I.T. Documents (online) / Date of Issue / Published on	16.04.2025
2.	Documents download start date (Online)	16.04.2025
3.	Date of Pre Bid Meeting with the intending Tenderers in the Conference Hall of West Bengal Medical Services Corporation Limited	22.04.2025 at 12:00 noon
4.	Bid submission start date (On line)	29.04.2025
5.	<p>Bid submission closing (On line) Bid submission includes: i) Non statutory documents to be submitted under <u>My Space</u> (Each sub-category item should be in multiple page single PDF file) ii) BID – A (Should be in multiple page single PDF file) iii) BID – B (Should be in multiple page single PDF file) iv) BID – C (BOQ and price of consumables & spares etc.)</p> <p>Detailed list of documents annexed at Section V Check-List Form</p> <p>Non-statutory document (document uploaded in <u>My Space</u>), Bid – A & Bid – B constitute the technical bid and Bid – C is the financial bid.</p> <p><i>Any wrong or misleading information provided by the Tenderer during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in WBMSCL for at least 5 years.</i></p> <p>Each scanned documents should have an index page indicating the name of the documents enclosed with page number.</p>	06.05.2025 up to 05:00 PM
6.	Bid opening date for Technical Proposals (Online) (Bid A & B)	08.05.2025 after 05:00 PM
7.	Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the technical bid evaluation	To be notified later
8.	Functional demonstration of the equipment	To be notified later
9.	Submission of non-statutory wanting document (if any)	To be notified later
10.	Opening of Financial Bid (Online)	To be notified later

Section I: Instructions to Tenderers

A. Important information at a glance

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

1. Item rate Tender Details

SCHEDULE	ITEM	QTY	ESTIMATED PER UNIT COST IN INR	TOTAL ESTIMATED IN INR	WARRANTY
I	Analytical Water Purification System	02	17,50,000.00	35,00,000.00	3
II	Analytical Balance with Printer	05	10,00,000.00	50,00,000.00	3
III	Microbalance with Printer	05	22,00,000.00	1,10,00,000.00	3
IV	UV-Vis Spectrophotometer	05	9,00,000.00	45,00,000.00	3
V	Automated High Performance Liquid Chromatography	02	55,00,000.00	1,10,00,000.00	3
VI	Triple Quad LCMS/MS	01	2,50,00,000.00	2,50,00,000.00	3
VII	GC MS (QQQ)	01	2,40,00,000.00	2,40,00,000.00	3
VIII	ICPMS	01	2,00,00,000.00	2,00,00,000.00	3
IX	HPLC with DAD	05	55,00,000.00	2,75,00,000.00	3
X	DT apparatus	05	10,00,000.00	50,00,000.00	3
XI	Dissolution Apparatus with Auto-sampler	03	30,00,000.00	90,00,000.00	3
XII	FT IR	01	25,00,000.00	25,00,000.00	3
XIII	AAS	01	25,00,000.00	25,00,000.00	3

2. Tender Fees : Exempted

3. Earnest Money Deposit (EMD) (E)

SCHEDULE	ITEM	AMOUNT IN INR	INSTRUMENT
I	Analytical Water Purification System	70,000.00	Online
II	Analytical Balance with Printer	1,00,000.00	
III	Microbalance with Printer	2,20,000.00	
IV	UV-Vis Spectrophotometer	90,000.00	
V	Automated High Performance Liquid Chromatography	2,20,000.00	
VI	Triple Quad LCMS/MS	5,00,000.00	
VII	GC MS (QQQ)	4,80,000.00	
VIII	ICPMS	4,00,000.00	
IX	HPLC with DAD	5,50,000.00	
X	DT apparatus	1,00,000.00	
XI	Dissolution Apparatus with Auto-sampler	1,80,000.00	
XII	FT IR	50,000.00	
XIII	AAS	50,000.00	

4. Annual Turnover requirements: (E)

The Tenderers should have annual sales turnover (i.e. total turnover of the company) of minimum on an average of last three financial years (2020-2021, 2021-2022 & 2022-2023 or 2021-2022, 2022-2023 & 2023-2024) as per the Audited Accounts of the Organization as mentioned in the table below:

SCHEDULE	ITEM	ANNUAL TURNOVER IN RS.
I	Analytical Water Purification System	35,00,000.00
II	Analytical Balance with Printer	50,00,000.00
III	Microbalance with Printer	1,10,00,000.00
IV	UV-Vis Spectrophotometer	45,00,000.00
V	Automated High Performance Liquid Chromatography	1,10,00,000.00
VI	Triple Quad LCMS/MS	2,50,00,000.00
VII	GC MS (QQQ)	2,40,00,000.00
VIII	ICPMS	2,00,00,000.00
IX	HPLC with DAD	2,75,00,000.00
X	DT apparatus	50,00,000.00
XI	Dissolution Apparatus with Auto-sampler	90,00,000.00
XII	FT IR	25,00,000.00
XIII	AAS	25,00,000.00

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

SCHEDULE	ITEM	TIME
I	Analytical Water Purification System	45 Days
II	Analytical Balance with Printer	45 Days
III	Microbalance with Printer	45 Days
IV	UV-Vis Spectrophotometer	45 Days
V	Automated High Performance Liquid Chromatography	45 Days
VI	Triple Quad LCMS/MS	45 Days
VII	GC MS (QQQ)	45 Days
VIII	ICPMS	45 Days
IX	HPLC with DAD	45 Days
X	DT apparatus	45 Days
XI	Dissolution Apparatus with Auto-sampler	45 Days
XII	FT IR	45 Days
XIII	AAS	45 Days

(b) Payment Terms

I. General Terms

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

II. Payment terms for Manufacturer/Indian Distributor

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

Note:

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

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

6. Performance Security (PS)

(In the form of unconditional and irrevocable Bank Guarantee)

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

7. Who can Bid (E)

a) Manufacturing Company or its subsidiary in India.

Or

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

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

8. Service Up time in Warranty & CMC

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

At no point of time in a single breakdown, the response time should not be more than 48 hrs for the remote facilities and 24 hrs for the SGH or higher facilities.

Call Log by E-mail/Fax.

Time for rectification should not be more than 48 hours.

Maximum Downtime allowed without penalty: 72 hours. In case equipment is not useable beyond the stipulated maximum down time the supplier will be required to install alternative equipment for providing uninterrupted service.

Penalty beyond 72 hours downtime & if standby unit is not provided: Rs. 500 per 24 hours per machine

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

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

10. Experience and Technical Capacity (E)

Tenderers shall invariably furnish documentary evidence of order copy with proof of payment/ order copy with installation certificate.

11. **Restrictions under Rule 144(xi) of the general Financial Rules(GFRs),2017:As per office memorandum from the Ministry of Finance, Govt. of India the following clause will be effective from dated- 08.02.2021** where has been clearly mentioned that, "in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the competent Authority."

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

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

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

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

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

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

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

Note 3: Service Centers

➤ Preferably in three locations at Kolkata, Siliguri and Durgapur

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

13. General Instructions

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

B. General

14. Scope of Bid

14.1 The type of goods and related services to be purchased is: **Procurement, supply and installation of different medical equipment in the Hospital and Medical College of the Government of West Bengal** as per the Schedule of Requirements.

15. Source of Funds

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

16. Fraud and Corruption

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

will be considered sufficient grounds to allow WBMSCL to repudiate and terminate the contract and to debar and remove the supplier from WBMSCL's list of registered vendors.

17. Eligible Tenderers

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

18. Eligible goods and related services

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

C. Contents of Bidding Documents

19. Sections of Bidding Documents

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

20. Clarification of Bid Document

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

21. Amendment of Bid Document

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

D. Preparation of Bids

22. Tenderers are to prepare and submit the following:

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

Details are given in “Submission and Opening of Bids”

23. **Cost of Bidding**

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

24. **Language of Bid**

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

25. **Alternative Bids**

Alternative Bids will not be accepted.

26. **Bid Prices**

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

26.2 The Incoterms shall be governed by the rules prescribed in the Incoterms 2020, published by The International Chamber of Commerce.

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

27. **Currencies of Bid**

1) The Tenderer shall quote in INR only.

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

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

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

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

30. **Period of validity of Bids**

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

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

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

31. Period of validity of the bid price:

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

32. Earnest Money Deposit (EMD):

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

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

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

32.4 The EMD may be forfeited:

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

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

34. Withdrawal, Substitution and Modification of Bids

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

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

35. Confidentiality

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

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

E. Submission and Opening of Bids

36. The following are to be submitted:

i) Non statutory documents to be submitted under My Document

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

Guidelines for uploading documents in My Document:

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	a) PAN Card b) 15 – digit Goods and Services Taxpayer Identification Number (GSTIN)
2	CREDENTIAL	CREDENTIAL	Performance Statement Form (For the period of last three calendar years ending December 2023) - Form 7 of Section V 1. Submitted document should be supported with Work order / supply order copy 2. Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility) against the work order OR Proof of payment against supply and installation against the work order that the bidder have supplied medical equipment in Hospitals in India during the last 3 (three) calendar Years
3	DECLARATION	DECLARATION1	Income Tax returns for assessment year (2021-2022, 2022-2023 & 2023-2024)
		DECLARATION2	Tender Form as per Form 1
4	EQUIPMENT	MACHINERIES	Manufacturer's Authorization (If applicable) as per Form 5 of Section V

(ii) Statutory Documents

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

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

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

1	Model of the equipment offered for (Self Declaration) with Technical Data Sheet
2	Comparative Data Table of the Technical Specifications (Form No. 4 of Section V)
3	1 set of Brochure of the offered product / model.
4	Standard & safety certification: Valid CDSCO Certificate/Registration/License for both the manufacturer(s) and importer(s) as applicable
5	Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any]
6	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2021-2022, 2022-2023 & 2023-2024) (in INR) - to be certified by practicing Chartered Accountant as per format given in FORM 9
7	Form 10: Basic information Form

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

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

BOQ shall contain the financial quotes in respect of

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

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

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

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

Comprehensive Maintenance of Equipment

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

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

Equipments	Mandatory preventive Maintenance Service (PMS) visit per year		Remarks
	Warranty	CMC	
Analytical Water Purification System	3	3	1. Supplier/ authorised service provider must attend all breakdown calls during warranty / CMC period. 2. The supplier should provide Preventive Maintenance Services (PMS) yearly / bi - yearly / quarterly in equal interval to fulfill the minimum number of mandatory PMS as recommended in the previous column during warranty / CMC period. 3. The preventive maintenance includes testing & calibration as per technical / service / operational manual, spares, all software updates and labour.
Analytical Balance with Printer			
Microbalance with Printer			
UV-Vis Spectrophotometer			
Automated High Performance Liquid Chromatography			
Triple Quad LCMS/MS			
GC MS (QQQ)			
ICPMS			
HPLC with DAD			
DT apparatus			
Dissolution Apparatus with Auto-sampler			
FT IR			
AAS			

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

ITEM	CMC charges in percentage(%) for Year3	CMC charges in percentage(%) for Year4	CMC charges in percentage(%) for Year4	CMC charges in percentage(%) for Year5	CMC charges in percentage(%) for Year6
Analytical Water Purification System	4.0	4.25	4.50	4.75	5.0
Analytical Balance with Printer					
Microbalance with Printer					
UV-Vis Spectrophotometer					
Automated High Performance Liquid Chromatography					
Triple Quad LCMS/MS					
GC MS (QQQ)					
ICPMS					
HPLC with DAD					
DT apparatus					
Dissolution Apparatus with Auto-sampler					
FT IR					
AAS					

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

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

(iii) Breakup for Duties and Taxes (as per Form 7 of Sec V for equipment.)

(iv) Cost of Consumables & Spares as per Form 8(a) and 8(b).

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

N.B.

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

F. Evaluation and Comparison of Bids

37. Evaluation of Bids

(A) Technical Evaluation

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

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

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

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

A bidder will be considered technically qualified if,

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

B. Financial Evaluation

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

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

38. Responsiveness of Bids

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

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

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

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

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

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

39. Examination of Terms and Conditions and Technical Evaluation

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

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

40. Domestic Preference

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

41. Financial evaluation

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

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

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

G. Award of Contract

42. Award Criteria

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

43. WBMSCL's right to vary quantities

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

44. Publication of Award of Contract

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

45. Signing of Contract

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

46. Performance Security

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

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

Section II. General Conditions of Contract

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

1.

APPLICATION AND LEGAL STATUS OF THE PARTIES:

The General Conditions Of Contract incorporated in section –II shall be applicable for the purchase and supply of Medical equipment for the Hospitals and Medical Colleges of Govt. of west Bengal and to the extent the same are not superseded by the Special Conditions Of Contract prescribed under section III, section IV or Schedule of Requirement of this document.

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

1.1

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

2.

DEFINITIONS:

2.1

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

2.2

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

3.

CONTRACT PRICE;

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

4.

PACKAGING OF THE GOODS:

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

5. TRANSPORTATION AND FREIGHT:

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

6. DELIVERY OF GOODS:

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

7. INSPECTION OF THE GOODS:

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

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

8. ACCEPTANCE OF GOODS:

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

9. REJECTION OF GOODS:

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

10. TITLE:

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

11. PERFORMANCE SECURITY:

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

12. WARRANTIES:

- 12.1 Goods Warranties:

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

- 12.1.1 The Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known in writing by FIRST PARTY to the SECOND PARTY and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;
- 12.1.2 If the SECOND PARTY is not the original manufacturer of the Goods, the SECOND PARTY shall provide FIRST PARTY with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided hereunder;
- 12.1.3 The Goods are of the quality, quantity and description required by the Contract;
- 12.1.4 The Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets.
- 12.1.5 Unless otherwise indicated in the Technical Specifications, this warranty shall remain valid for 2 (two) years after the Goods have been commissioned at the final destination indicated in the Contract subject to issue of certificate regarding date of commissioning issued by the consignee.
- 12.1.6 During the warranty, free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier during the period of warranty.
- 12.1.7 If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 12.1.8 The supplier shall, at all times, indemnify and keep indemnified the purchaser , free of cost, against all claims which may arise in respect of goods and services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.
- 12.1.9 The supplier shall be responsible and shall indemnify on account of any emission or radiation that may cause harm to the user of the supplied product.
- 12.1.10 The supplier shall visit each installation site as recommended in the manufacturer's technical/ service operational manual, but **at least once in three months** during the warranty period for preventive maintenance.
- 12.1.11 The Goods shall be new and unused. The SECOND PARTY shall remain responsive to the needs of FIRST PARTY for any services that may be required in connection with any of the SECOND PARTY's warranties under the Contract. All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by the Consignee in accordance with the Contract. During any period in which the SECOND PARTY's warranties are effective, upon notice by FIRST PARTY that the Goods do not conform to the requirements of the Contract, the SECOND PARTY shall replace the defective Goods with Goods of the same or better

quality or fully reimburse FIRST PARTY for the purchase price paid for the defective Goods; and if having been notified by any means, the SECOND PARTY fails to replace the defective Goods within 30 days, FIRST PARTY may proceed to take such remedial action as may be necessary, at the SECOND PARTY's risk and expense and without prejudice to any other rights which FIRST PARTY may have against the SECOND PARTY under the Contract. The reasonableness of the period of time granted for remedy is subject to the discretion of FIRST PARTY according to the circumstances of the Contract.

13. INDEMNIFICATION:

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

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

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

14. LIQUIDATED DAMAGES:

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

15. BLACKLISTING:

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

16. PENALTY FOR DEFAULT:

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

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

Nature of offence	Penalty to be imposed
Non execution of agreement within stipulated time preferably 14 days of issue of AOC	<ul style="list-style-type: none"> a. Forfeiture of EMD b. Blacklisting up to 5 years as decided by the Debarment Committee in FIRST PARTY c. Blacklisting to be circulated to all procurement agencies throughout the country
Supplying refurbished goods instead of new	<ul style="list-style-type: none"> a. Termination of Contract. b. Blacklisting in FIRST PARTY up to 5 years as decided by the Debarment Committee. c. Blacklisting to be circulated to all procurement agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee. Lodging FIR.
Breach of Agreement	<ul style="list-style-type: none"> a. Termination of Contract. b. Blacklisting in FIRST PARTY up to 5 years as decided by the Debarment Committee. c. Blacklisting to be circulated to all procurement agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee e. Lodging FIR
Any wrong or misleading information or forged documents found during technical evaluation/Financial evaluation/ during or after issuance of AOC or during any point of time provided by the Tenderer	<ul style="list-style-type: none"> a. Forfeiture of EMD/Performance Bank Guarantee/Debarment from participation from WBMSCL Tender as per clause under GCC 28 & 29. b. May lead to blacklisting in FIRST PARTY for up to 5 years as decided by the Debarment Committee

17. CHANGES IN QUANTITY:

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

18. TERMINATION FOR CONVENIENCE:

- 18.1. FIRST PARTY may, upon notice to the Tenderer, terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall

state that termination is for FIRST PARTY's convenience, the extent to which performance of the SECOND PARTY under the Contract is terminated and the date upon which such termination becomes effective.

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

19. TERMINATION FOR DEFAULT:

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

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

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

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

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

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

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

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

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

20. CONSEQUENCES OF TERMINATION:

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

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

20.1.2 Place no further orders for Goods or other materials, except as FIRST PARTY and the SECOND PARTY agree in writing are necessary to fulfil any outstanding order or to complete any portion of the Contract that has not been terminated;

20.1.3 Transfer title and deliver to FIRST PARTY any Goods remaining to be delivered as stipulated in the notice of termination; and

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

21. CONFIDENTIALITY:

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

22. FORCE MAJEURE:

- 22.1 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution insurrection, flood earthquake or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the SECOND PARTY. The SECOND PARTY acknowledges and agrees that, with respect to any obligation under the contract that the SECOND PARTY must perform any delays or failure to perform such obligation arising from or relating to harsh conditions within such areas shall not, in and of itself, constitute Force majeure under the contract. Further the SECOND PARTY acknowledges and agrees that scarcity of raw materials, power cut, workers unrest (even if wide spread) will not constitute force majeure under the contract.
- 22.2 In the event of and as soon as possible after the occurrence of any cause constituting Force majeure, the SECOND PARTY shall give notice and full

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

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

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

23. SOURCE OF INSTRUCTIONS:

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

24. BENEFITS, CORRUPTION AND FRAUD:

24.1 The SECOND PARTY warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the contract or the award thereof to any representative, officials, employee, or other agent of FIRST PARTY or any official of the Health & Family Welfare Department, Government of West Bengal or any organization engaged in the procurement process whether during the period the contract is in process or before or after the

contract is over. The SECOND PARTY acknowledges and agrees that any breach of this provision is a breach of an essential term of the contract as specified.

24.2 Corruption means the offering, giving, receiving or soliciting of, directly or indirectly, anything of value to influence the action of any FIRST PARTY representative, official, employee or agent of FIRST PARTY or any official of the Health & Family Welfare department, Government of West Bengal or any organization engaged in the selection process or in the execution of the contract.

24.3 Fraud means a misrepresentation or omission of facts in order to influence the selection process or the execution of the contract.

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

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

26. ASSIGNMENT:

26.1 The SECOND PARTY shall not, except after obtaining the prior written approval of FIRST PARTY, assign, transfer, pledge, or make any other disposition of this contract or any part hereof or of any of the SECOND PARTY's right or obligations hereunder, except with the prior written authorization of FIRST PARTY. The SECOND PARTY may assign or otherwise transfer the contract to the surviving entity resulting from a reorganization of the Party's operations.

26.2 Prior to the written approval of FIRST PARTY, the SECOND PARTY shall promptly notify FIRST PARTY of such assignment at the earliest opportunity subject to the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the contract and such writing is promptly provided to FIRST PARTY following the assignment or transfer and FIRST PARTY finds that the SECOND PARTYs has the financial and technical capacity as laid down in the tender document to carry out the assignment provided that:

26.2.1 Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and

26.2.2 Such reorganization arises from sale, merger, or acquisition of all or substantially all of the SECOND PARTY's assets or ownership interest; and

26.2.3 Such reorganization is not taking place with any of the Tenderer who had participated in the Tender or who will be deemed to have conflict of interest as defined in the tender documents process for the same tender.

26.3 However, should the SECOND PARTY become insolvent or should control of the SECOND PARTY change by virtue of insolvency, FIRST PARTY may, without prejudice to any other right or remedy, terminate this contract.

27. AMICABLE SETTLEMENT:

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

28.

SETTLEMENT OF DISPUTES AND ARBITRATION:

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the contracts, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter:

If the contractor/ bidders considers any work demanded of him/her to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-Charge or Authorized person any matter in connection with or arising out of the contract or carrying out of the work to be unacceptable, he/she shall promptly within 15 days request the Chairman of the Departmental Dispute Redressal Committee, in writing, for written instruction or decision. Thereupon, the Dispute Redressal Committee shall give its written instruction or decision within a period of three months from the date of receipt of the Contractor's letter.

The designated Dispute Redressal Committee shall be constituted with the following officials as Members:

1.	Secretary, MD-NHM, H&FWD, Govt of West Bengal	Chairman
2.	Special Secretary, H&FWD, Govt. of W.B.	Member
3.	General Manager, WBMSCL	Member
4.	Financial Advisor, H&FWD, Govt of W.B.	Member
5.	Chief Engineer/Add. Chief Engineer, WBMSCL	Member secretary and Convenor.

This provisions will be applicable irrespective of the value of the works to which the dispute may relate.

29.

PROCEDURE FOR SUSPENSION AND DEBARMENT OF SUPPLIER, CONTRACTORS AND CONSULTANTS

The procedure as laid down below shall govern the suspension/debarment of Suppliers/Contractors/Consultants (Contractors for brevity) involved in Government procurement for offences or violations committed during competitive bidding and contract implementation, for the works under different Departments of Government of West Bengal.

Grounds for Suspension and Debarment:-

1. Submission of eligibility requirements containing false information or falsified documents.

2. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the bidding process.
3. Unauthorized use of one's name/digital signature certificate for the purpose of bidding process.
4. Any documented unsolicited attempt by a bidder (A Person/ Contractor/ Agency/ Joint Venture/ Consortium/ Corporation participating in the procurement process and/or a person/ Contractor/ Agency/ Joint Venture/ Consortium/ Corporation having an agreement/contract for any procurement with the department shall be referred as Bidder) unduly influencing the outcome of the bidding in his favour.
5. Refusal or failure to post a self-declaration to the effect of any previous debarment imposed by any other department of State Government and/or Central Government.
6. All other acts that tend to defeat the purpose of the competitive bidding such as lodging false complaint about any Bidder, lodging false complaint about any Officer duly authorized by the Department, restraining any interested bidder to participate in the bidding process, etc.
7. Assignment and subcontracting of the contract or any part thereof without prior written approval of the procuring entity.
8. Whenever adverse reports related to adverse performance, misbehaviour, direct or indirect involvement in threatening, making false complaints etc. damaging the reputation of the department or any other type of complaint considered fit by the competent authority of the department, are received from more than one Officer or on more than one occasion from individual Officer.
9. Refusal or failure to post the required performance security / earnest money within the prescribed time without justifiable cause.
10. Failure in deployment of Technical Personnel, Engineers and /or Work Supervisor having requisite license / supervisor certificate of competency as specified in the contract.
11. Refusal to accept an award after issuance of "Letter of Acceptance" or enter into contract with the Government without justifiable cause.
12. Failure of the Contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period as mentioned in the "Letter of Acceptance", "Letter of Acceptance cum Work Order", "Work Order", "Notice to Proceed", "Award of Contract", etc.
13. Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity / Authority (the Officer authorized by the Administrative Department, Government of West Bengal for procurement) or its representative(s) pursuant to the implementation of the Contract.

14. For the procurement of Consultancy Service/Contracts, poor performance by the Consultant of his services arising from his fault or negligence. Any of the following acts by the Consultant shall be construed as poor performance.
- I. Non deployment of competent technical personnel, competent Engineers and/or work supervisors;
 - II. Non-deployment of committed equipment, facilities, support staff and manpower;
 - III. Defective design resulting in substantial corrective works in design and/or construction;
 - IV. Failure to deliver critical outputs due to consultant's fault or negligence;
 - V. Specifying materials which are inappropriate and substandard or way above acceptable standards leading to high procurement cost;
 - VI. Allowing defective workmanship or works by the Contractor being supervised by the Consultant.
15. For the procurement of goods, unsatisfactory progress in the delivery of the goods by the manufacturer, supplier, or distributor arising from his fault or negligence and/or unsatisfactory or inferior quality of goods, vis-à-vis as laid down in the contract.
16. Willful or deliberate abandonment or non-performance of the project or Contract by the Contractor resulting in substantial breach thereof without lawful and/or just cause.

CATEGORY OF OFFENCE:-

- A. First degree of offence 1 to 16 of the above Clause-41 to be considered as First degree of offence.
- B. Second degree of offence. Any one of the offences as mentioned under 'A' above. committed by a particular Bidder/Contractor/Supplier on more than one occasion, be considered as Second degree of offence.

In addition to the penalty of suspension/debarment, the bid security / earnest money posted by the concerned Bidder or prospective Bidder shall also be forfeited.

PENALTY FOR OFFENCE:-

- i. For committing First degree of offence: Disqualifying a Bidder from participating in any procurement process under the Administrative control of WBMSCL up to 2 (two) years as decided by the Debarment Committee of Health and Family Welfare Department, West Bengal.
- ii. For committing Second degree of offence: Disqualifying a Bidder from participating in (any procurement process under the Administrative control of WBMSCL up to 3 (three) years as decided by the Debarment Committee of Health and Family Welfare Department, West Bengal.

PROCEDURE OF SUSPENSION AND DEBARMENT DURING THE PROCUREMENT PROCESS

Initiation of Action, Notification and Hearings:

Any bidder or procurement authority on his own or based on any other information made available to him may invite the process of suspension/debarment proceedings by filing a written application with the Bid Evaluation Committee and such filing of written application has to be done within forty eight hours from the date and time of publication of the result of technical evaluation of any bid.

- a) Upon verification of the existence of grounds for suspension/debarment, the Chairperson of Bid Evaluation Committee shall immediately notify the bidder concerned either electronically through his registered e-mail or in writing to his postal address, advising him that:
 - i) A complaint has been filed against him and prima facie material has been found, which may lead to suspension/debarment.
 - ii) He has been recommended to be placed under suspension/debarment by the suspension committee (as constituted by the respective Administrative Department) stating the ground for such.
 - iii) The said bidder, within three days from the date of issue of such notification by the Bid Evaluation Committee, may approach the Chairperson of Suspension Committee by submitting all required documents in his favour for hearing. Any application made thereafter would not be entertained.

Such notice should contain the e-mail id and the postal address of the Chairperson of the Suspension Committee.

- b) After receiving the recommendation for suspension from Bid Evaluation Committee, Suspension Committee shall issue a notice to the alleged bidder electronically through his registered e-mail id, to submit all relevant documents in support of his defence within three working days after issuance of the notice of the Suspension Committee. The Suspension Committee will conduct the hearing within seven working days from the date of receipt of the documents from the alleged bidder. If no appeal has been received from the alleged bidder or if after hearing sufficient ground for suspension is found, the Suspension Committee, will suspend the alleged bidder from participating in the procurement process under the Administrative Department for a period of six months from the date of issuance of suspension order. The Chairperson of the Suspension Committee shall issue the suspension order within seven days from the last date of hearing and shall notify the bidder concerned either electronically through his registered e-mail id or in writing to his postal address. The Chairperson of the Suspension Committee shall also inform the decision to all concerned.

If sufficient reason for suspension is not found, the Suspension Committee would reject the recommendation of Bid Evaluation Committee and would allow the bidder to take part in the tendering process.

If the bidder is suspended, the Suspension Committee would recommend debarment of the bidder and forward the case with all documents to the Debarment Committee for further action.

- c) The Debarment Committee upon receipt of the recommendation of the Suspension Committee shall scrutinize the documents. The Debarment Committee will hold a hearing of the alleged bidder and issue necessary orders within ten working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for orders of Debarment. The Department in due course will issue Debarment Order disqualifying/prohibiting the erring bidder from participating in the bidding/procurement of all projects under the Administrative Department for a specified period. The alleged bidder shall be intimated accordingly either electronically through his registered e-mail id or in writing to his postal address. Otherwise, the Debarment Committee may reject the recommendation of the Suspension Committee. The Chairperson of the Debarment Committee shall also inform the decision to all concerned.

PROCEDURE FOR DEBARMENT DURING THE CONTRACT IMPLEMENTATION STAGE:-

- A. Upon termination of contract due to default of the Bidder, the Engineer- in-Charge shall recommend for debarment to the Bid Evaluation Committee. The Bid Evaluation Committee shall submit his recommendation of debarment of the alleged Bidder along with a detailed report stating clearly the reasons for debarment to the Debarment Committee within 30 (thirty) days from the date of termination of contract. The alleged Bidder shall be intimated accordingly either electronically to his registered e-mail id or in writing to his postal address. The Chairperson of Bid Evaluation Committee shall also inform the decision to all concerned.
- B. The Debarment Committee upon receipt of the recommendation of Bid Evaluation Committee shall scrutinize the documents. The Debarment Committee will hold a hearing about the matter from the Bidder and issue necessary orders within 10 (ten) working days from the last date of hearing. The Debarment Committee, if satisfied after hearing, shall forward the case to the Department for the order of debarment. The Department in due course will issue a debarment order disqualifying/prohibiting the erring Bidder from participating in the bidding/procurement of all projects under the Administrative Department, Government of West Bengal for a specified period. The alleged Bidder shall be intimated accordingly either electronically to his registered e- mail id or in writing to his postal address. Otherwise the Debarment Committee may reject the recommendation of the Bid Evaluation Committee. The Chairperson of the Debarment Committee shall also inform the decision to all concerned.

STATUS OF SUSPENDED / DEBARRED BIDDER:-

- a) Bidder placed under Suspension/Debarment by the competent authority will not be allowed to participate in any procurement process under the Administrative Department within the period of suspension/debarment the earnest money of the suspended Bidder shall stand forfeited to the Government.
- b) If the Suspension/Debarment Order is issued prior to the date of issue of "Letter of Acceptance", "Letter of Acceptance cum Work Order" "Work Order". "Notice to Proceed". "Award of Contract" etc. for any Bid, the Suspended/Debarred Bidder shall not be qualified for Award for the said Bid and such Procurement Process will be dealt with as per existing norms by simply excluding the erring Bidder.
- c) If the Suspension/Debarment Order is issued after award of a Government Project/Contract to the Debarred Bidder, the awarded Project/Contract shall not be prejudiced by the said Order provided that the said offence(s) committed by the Debarred Bidder is not connected with the awarded project/contract.

30.

COURT OF LAW:

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

31.

CUSTOM DUTY:

31.1

Hospital equipments, when imported for use in Govt. (Central/State) hospitals in India are exempted from payment of Custom Duty under section 25(1) of the Customs Act, 1962 *As per section 25(1) of the Customs Act, 1962 If the Central Government is satisfied that it is necessary in the public interest so to do, it may, by notification in the Official Gazette, exempt generally either absolutely or subject to such conditions (to be fulfilled before or after clearance) as may be specified in the notification goods of any specified description from the whole or any part of duty of customs leviable thereon.*

31.2

The successful bidder will be responsible for passing on the benefit of any exemption of custom duty during any stage of procurement to the TIA being a Govt. entity formed for the purpose of procurement of medical equipment, accessories, ancillaries etc. for the state in the interest of public service. In this case if any wrong or misleading or forged document is found, the bid of a particular bidder will be summarily rejected & will draw appropriate penal action per clause of the tender.

The Supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the Supplier) shall refund to the Purchaser, the Purchaser's share out of such refund received by the Supplier. The Supplier shall also refund the applicable amount to the Purchaser immediately on receiving the same from the concerned authorities.

The Purchaser will pay the Custom Duty wherever applicable.

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder;
- ii) in the case of goods of foreign origin offered from abroad, Custom Duty and GST which will be contractually payable (to the bidder) on the goods if the contract is awarded on the bidder.
- iii) While claiming reimbursement of duties, taxes etc. (like GST, Custom Duty etc.) from the Purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, the supplier shall refund to the Purchaser forthwith.
- iv) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including packing charges and GST and Custom Duty already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex- showroom etc;
- v) The payment of Custom Duty from the end of purchaser shall be made in INR only. The Supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, as specified. While claiming payment, the Supplier shall certify on the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the Supplier for claiming that payment have been fulfilled as required under the contract. While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser, as and if permitted under the contract.
- vi) Requirements for Purchase of Foreign Origin Equipment/Goods: a) For equipment of foreign origin quotations may be submitted by OEM or its subsidiary Indian offices. b) Any authorized Indian agent or subsidiary Indian offices of the OEM may submit the quotations in Indian Rupee. The bidder may intimate the Offered Rate Price for Supply without Custom Duty Exemption Certificate (CDEC) or Supply with CDEC. In case the bidder requires CDEC from the institution, following conditions need to be satisfied in the following manner:
 - Intimate the Classification/Customs Tariff Number and rate of Customs Duty on the date of their tender;
 - Intimate the Import/Export Code No. issued by DGFT to them;
 - Confirmation that they will provide or disclose all related documents before issue of such CDEC.
- vii) Ownership of goods when IC is expired or Advance is remitted or CDEC is issued: The purchaser shall have full right/ title/ ownership of any Articles/ Goods, as are delivered or in transit after shipment or paid for in advance or booked through a confirmed IC or if any Tax/Custom Duty Exemption Certificate (CDEC) is issued, under orders of the said purchaser. In such

cases, without the written consent of the purchaser, the articles/goods shall not be exchanged, altered, modified, returned or redirected by the Bidder / agent. In such cases, the bidder shall be required to obtain formal written consent of the Purchaser for taking any such action even when delivery to the purchaser has not been made.

- viii) "Local Content" means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- ix) Customs Duty Exemption Certificate will not be issued for raw materials/components or any other intermediary materials going into the manufacture of the End Product.
- x) Wherever, against a requirement, both indigenous as well as imported offers are received, the offers for imported stores will be evaluated on the basis of the total landed cost after loading the custom duty and other levies as may be applicable from time to time for taking purchase decision.
- xi) The bidder should ensure that Customs Duty should not be included with the Basic cost. However, the bidder should follow the Custom Duty norms, in terms of Notification No.50/2017- customs dated 30.06.2017 and as amended from time to time issued by the Ministry of Finance (Department of Revenue), Gol. The bidder also should furnish the following information, if applicable. 1. Name and address of the manufacturer 2. Country of origin 3. Port of Dispatch 4. Port of Entry 5. Percentage of Agency Commission included, payable to your Indian Agent and

Customs Duty leviable shall be paid directly by the Contractor to the Customs Authorities, Government of India. The Employer shall reimburse this amount upon submission of documentary evidence in original for the proof of payment of such Customs Duty. The reimbursement of such amount towards Customs Duty shall be limited to the Ceiling amount quoted by the Contractor in the Bill of Quantities as above. If the Contractor incurs Customs Duty levy less than the said Ceiling Amount, the reimbursement by the Employer shall be limited to the documented cost of Customs Duty levies actually paid to the Customs Authorities, Government of India. If the Actual Customs Duty levies paid by the Contractor exceeds the said Ceiling Amount, then the reimbursement by the Employer shall be limited to the Ceiling Amount. The reimbursement of the Customs Duty will be limited only to the Imported Materials listed in "Preamble and Bill of Quantities", BOQ No. During the execution of the Works, if it necessitates for expeditious completion of the Works, Contractor may resort to import of any of the materials not listed aforesaid, with the approval of the Employer. However, the aggregate amount of Customs Duty to be reimbursed shall not exceed the lump sum amount offered in the Priced Bill of Quantities. It shall be the responsibility of the Contractor to provide the requisite particulars and documents to the customs and other Government authorities and get the Imported Materials cleared and transported in time. The Contractor shall be fully responsible for port and Customs clearance including stevedoring, handling, unloading, loading, storage, inland transportation, if any of materials, equipment and plant to storage godowns, yards, sites etc. The contractor shall be fully responsible for any delays, penalties, charges and losses if any in this regard. The

Employer shall upon request from the Contractor along with necessary details, provide recommendation letter(s) for Imported Materials at concession rate or Customs Duty as applicable. However, the responsibility for obtaining such a concession rate of customs duty shall be that of the Contractor. It shall be the responsibility of the Contractor to check the latest position on Customs duty levies applicable and the Employer does not accept any liability on the account.

- 31.3 The successful bidder must engage the Clearing Agent and the cost of the clearing agent will be borne by the successful bidder.
- 31.4 The Clearing Agent shall act for and on behalf of TIA for clearing from customs, forwarding and transporting of package of machines, tools, scientific instruments, consumables etc. received from foreign countries at Kolkata or any other airport/ICD/FPO/TKD/any seaport in India through cargo or courier mode or through Postal.
- 31.5 The purchaser shall provide the necessary documents to the supplier for custom clearance after getting requisite documents from the supplier. The bidder should inform the purchaser at least 7 days before the landing of the equipment. All matters are communicated through e-mail / valid communication mode with TIA.
- 31.6 Any other job in connection with the clearance of goods/equipments from customs departments should be borne by the bidder/supplier.
- 31.7 Complete Monitoring and supervision of the movement from the date of Purchase Order/Letter of credit and regular feedback on the progress of movement of consignments to the TIA. In case the Pre-Alert/Advance Shipping Document is not received before landing of the consignments at the desired destination in India, the delay in clearance will be on the part of the Clearing Agent and the respective amount of demurrage shall be recovered from the bill / Invoice raised by the Clearing Agent against the concerned shipment. Acknowledgement of pre-alert and shipping details shall be provided to the supplier or supplier agent under intimation to TIA via letter/e-mail.
- 31.8 TIA shall not be liable to pay any amount on account of demurrage charges in any condition.
- 31.9 The Jurisdiction in all dispute suits will be in courts at Kolkata.
- 31.10 The Clearing Agent should not have been black listed or suspended by any Govt. /Public Sector undertaking/University/Institution/Govt. Hospitals etc. An undertaking/declaration in this regard should be enclosed. If any such matter i.e. of black listing / suspension is subjudice, even then the concerned firm shall be technically disqualified.
- 31.11 The supplier shall have to pay all the clearing charges of the consignment including customs duty on behalf of purchaser.
- 31.12 The agent shall have to intimate about the movement of shipment from his warehouse to Hospital supplier, any halt/stay charges will not be paid.
- 31.13 Agent has to depute the person along with the movement of heavy shipments.

Section III. Special Conditions of Contract

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

SCC -1	GCC - 6	<p>Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement</p> <p>However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary.</p> <p>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:</p> <p>I. For Goods supplied from abroad :</p> <p>(A) Upon shipment, within 24 hours the SECOND PARTY shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the SECOND PARTY shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The SECOND PARTY shall first fax the above details and then send to the Purchaser, by courier, two sets of documents comprising one original and one copy of the following:</p> <p>(i) Commercial invoice, indicating the West Bengal Medical Services Corporation Limited (GST No. :19AABCW0178R1ZM) as the Purchaser on behalf of the Department of Health and Family Welfare, Government of West Bengal; the Contract number, Goods description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</p> <p>(ii) Negotiable, clean, on-board through bill of lading marked “freight prepaid” and indicating the West Bengal Medical Services Corporation Limited as the Purchaser on behalf of the Department of Health and Family Welfare, Government of West Bengal and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements;</p> <p>(iii) Packing list identifying contents of each package;</p> <p>(iv) Manufacturer’s Warranty Certificate covering all items supplied;</p> <p>(v) Manufacturer’s Certificate of Origin covering all items supplied;</p> <p>(vi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies;</p> <p>(vii) Manufacturer will submit a pre-shipment advisory note to purchaser &</p>
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		<p>consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee;</p> <p>(viii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC).</p> <p>The above documents shall be received by the 'Purchaser' at least 15 days before arrival of Goods at the port or place of arrival and, if not received, the SECOND PARTY will be responsible for any consequent expenses.</p> <p>II. For Goods from within India</p> <p>(A) Upon the delivery of the Goods, the SECOND PARTY shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising one original and one copy of the following:</p> <p>(i) Commercial invoice, indicating the West Bengal Medical Services Corporation Limited as the Purchaser on behalf of the Department of Health and Family Welfare, Government of West Bengal, the Contract number, loan number; Goods' description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</p> <p>(ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Purchaser as the West Bengal Medical Services Corporation Limited on behalf of the West Bengal Medical Services Corporation Limited and delivery through to final destination as stated in the Contract;</p> <p>(iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC);</p> <p>(iv) Packing list identifying contents of each package;</p> <p>(v) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied;</p> <p>(vi) Manufacturer will submit a pre-shipment advisory note to purchaser & consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee.</p>
SCC -2	GCC - 30	<p>Add clause 30- Payment Terms - As per table 5 (b) Payment Terms at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.</p>

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

Section IV. Schedule of Requirements

Contents

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

1. List of Consignee

Schedule	ITEM	Total Quantity (in number)	Consignee List
I	Analytical Water Purification System	02	State Drugs Control & Research Laboratory (SDCRL), New G + 6 building at 2, Convent Lane, Kolkata 15
II	Analytical Balance with Printer	05	
III	Microbalance with Printer	05	
IV	UV-Vis Spectrophotometer	05	
V	Automated High Performance Liquid Chromatography	02	
VI	Triple Quad LCMS/MS	01	
VII	GC MS (QQQ)	01	
VIII	ICPMS	01	
IX	HPLC with DAD	05	
X	DT apparatus	05	
XI	Dissolution Apparatus with Auto-sampler	03	
XII	FT IR	01	
XIII	AAS	01	

Please note:

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

2. TECHNICAL SPECIFICATION

Schedule-I

Complete Lab Ultra Pure Water Purification System directly from tap

Pre Filter: Should be Customized based on feed water quality test parameters

Should provide product water that qualifies feed water requirement of the system

- **The Complete Ultrapure Water system must give ASTM Type II pure and Type I ultrapure water from a single system**
- System should consist of dual Pass 2 individual RO Membrane in parallel operation (i.e, not in series).
- Automatic Back Flush for the Dual RO Membrane only from RO permeate water
- **The RO Membrane should not get rejected water from another RO Membrane. It should work on a parallel series**
- Should continuously regenerate ion exchange resins to remove ion
- **Softner should be present before EDI to protect the EDI module**
- Innovative software must be present in the system to optimized water consumption economically
- Serial Interface RS-232 & PLC interface for external communication must be present in the system
- System must be able to provide 10lit/hr of Type II water and 120lit/hr of Type I water
- System must have unique flexible glass touch display with intuitive menu navigation
- Carbon-resin technology to produce ultrapure water with Resistivity up to 18.2Mohm x cm.
- **System must have Top-Down Flow technology inside the cartridge**
- **System should have an Integrated Horizontal UV oxidation chamber with dual wavelength 185 and 254 nm capable of reducing TOC levels < 2ppb**
- Should have facility of wall mounting/Bench top installation when required
- Should have touch screen function and self diagnostic facility
- **Final Filter should be 0.45 + 0.2µm pleated double layered sterile grade PESU membrane and should be validated according to HIMA & ASTM F-838-83 guidelines.**
- The bidder should submit European CE (4 Digit notified body) /BIS/CDSCO Certification from the competent authority.
- Data Documentation: Detailed data documentation with SD Card, PC or Printer
- Dispense of water: System should have facility to dispense water through manual, time, volume controlled dispense.
- Water dispensing flow rate should be adjustable between 0.1- 2lit./min
- Protection: PIN protection for settings and service functions
- **System information : It should show in display measured values for feed water, product water, temperature, total dispensed water , count down for next recommended consumable replacement, user friendly alert management with follow up function etc.**

EDI Water Storage Tank

- Closed 50 liter Bag tank system with Integrated distribution pump
- Bag Tank must have an Integrated vent filter with check-valve

- There should be No-time consuming sanitization process and also no use of chemicals to be involved
- Maximum Water dispensing flow rate with pump from the tank should be 3.0 lit/hour

Product Water Quality

Product Water Quality		
Technical Specifications	Type II	Type I
Output upto	10 lit/hr	120 lit.hr
Water dispensing flow rate	≤ 3 lit/min	≤ 2 lit/min
Volume controlled output		Lit/min in 100ml
Resistivity	> 5Mohm.cm compensated to 25°C	18.2Mohm.cm compensated to 25°C
TOC	< 50ppb	< 2ppb
Microorganism content	< 1cfu/1000ml	< 1cfu/1000ml
Particle content	< 1/ml	< 1/ml
Retention of dissolved organic substances, particle, microorganism	> 99%	
Typical ion retention	> 98%	

Others Requirements:-

- Warranty - 3 Years. Warranty will cover Spares parts and Service /Breakdown calls.
- One set of extra consumables need to supply along with the equipment.
- OEM service engineers must be based in Kolkata.
- No General authorization will be entertained for the bidding.

Schedule-II Analytical Balance with Printer

Sr. No.	
1	State of the art TFT touch screen operation with brilliant, readable, display but uncomplex, easy to operate user interface
2	Software: Factory installed basic set of essential weighing applications
3	Seamless Data transfer to PC
4	Communication - USB-A connection, USB-B connection, COM-RS232 connection
5	Fully automatic time and temperature related adjustment Low: For information only If the fully automatic time and temperature related adjustment function must be carried out: The device displays a status message. Medium: Warning message* If the fully automatic time and temperature related adjustment function must be carried out: The device displays a warning message.

	Some device functions are limited until the device is levelled: The displayed weight value is marked as invalid; printed data are marked with [!]. High: Error message, adjustment mandatory If the fully automatic time and temperature related adjustment function must be carried out: The device displays an error message. Some device functions are limited until the device is levelled: The displayed weight value is marked as invalid; the starting of functions and saving of data in tasks is disabled; data output is deactivated.
6	Pan should be made of Stainless steel.
7	Glass draft shield with 3 side opening options
8	Suitable printer to be supplied.
9	Accuracy class according to Directive 2014 31 EU I
10	Verification scale interval (e) according to Directive 2014 31 EU 1mg
11	Minimum load (Min) according to Directive 2014 31 EU 10 mg
12	DATA.OUTP. "Data output-COM. SBI "SBI communication

Specification Comparison (Analytical Balance)

Specification	
Max Capacity (g)	220 gm
Readability (mg)	0.1 mg
Linearity (mg)	0.13mg
Measuring Time(S)	3 Sec
Stabilization time (S)	1 sec
Pan Size (mm)	85*85 mm
Repeatability Typical (mg)	0.07 mg
Minimum weight as per USP.Ch.41(Optimum)	100 mg
Weighing module (L x W x H) mm	425 x 240 x 373 mm
Electronics module with control unit (L x W x H) mm	315 x 240 x 61 mm

- Analytical balance will come with printer. Printer specification has given below.

Technical Feature (Printer)

Resolution	203 dpi
Printing Process	Thermos transfer printing
Max. Print Width	54mm
Exterior Dimension	241.3 x 139.9 x 177.4 mm (L x B x H)
Ink Ribbon Performance	90m, ODmax 37mm, core12.7mm
Ink Ribbon core Width	56-58 mm
Media Capacity	OD 127 mm

Interface	RS232, USB 2.0
Power Supply	External universal switching power supply - Input:100-240 V ~ - Output: 24 V-; 2.5 A
Media Take up	Outer take up
Media width	15-60mm
Media Thickness	0.06 - 0.19mm
Media core Diameter	25.4-38mm
Operation	5-40°C, 25-85% non-condensing
Storage	40-60°C, 10-90% non-condensing
Safety Instruction	FCC class B, CE class B, C-tick class B, UI, CUI, TUV /safety, CCC

Other Requirements:-

Sr No.	
1	Balance should be supplied with IQOQ documents and qualifications need to be performed during installation.
2	Service Engineers of OEM should be based in Kolkata.
3	Warranty must be for 3 years. Warranty will cover the Spare Parts for manufacturing defect.
4	No General authorization will be entertained for the bidding.
5	The Bidder must be Provided Valid Legal Metrology certificate with license along with their bid.
6	The bidder should submit European CE (4 Digit notified body) /BIS/CDS Certification from the competent authority.

Schedule-III

Feature (Micro Balance with Printer)

Sr No.	
1	State of the art TFT touch screen operation with brilliant, readable, display but uncomplex, easy to operate user interface
2	Software: Factory installed basic set of essential weighing applications
3	Seamless Data transfer to PC
4	Automatic Leveling with Motorized draft shield
5	Communication - USB-A connection, USB-B connection, COM-RS232 connection
6	Fully automatic time and temperature related adjustment Low: For information only If the fully automatic time and temperature related adjustment function must be carried out: The device displays a status message.

	<p>Medium: Warning message* If the fully automatic time and temperature related adjustment function must be carried out: The device displays a warning message. Some device functions are limited until the device is levelled: The displayed weight value is marked as invalid; printed data are marked with [!].</p> <p>High: Error message, adjustment mandatory If the fully automatic time and temperature related adjustment function must be carried out: The device displays an error message. Some device functions are limited until the device is levelled: The displayed weight value is marked as invalid; the starting of functions and saving of data in tasks is disabled; data output is deactivated.</p>
7	Glass coated and illuminated draft shield
8	Suitable printer to be supplied.
9	Accuracy class according to Directive 2014 31 EU I
10	Verification scale interval (e) according to Directive 2014 31 EU 1mg
11	Minimum load (Min) according to Directive 2014 31 EU 10 mg
12	DATA.OUTP. "Data output-COM. SBI "SBI communication

Specification Comparison (Micro Balance)

Specification	
Max Capacity (g)	6.1 gm
Readability (mg)	0.001 mg
Linearity (mg)	0.003mg or more
Measuring Time(S)	8 Sec
Stabilization time (S)	5 sec
Pan Size (mm)	26 mm or more
Repeatability Typical (mg)	0.0005 mg
Minimum weight as per USP.Ch.41(Optimum)	2 mg
Weighing module (L x W x H) mm	340 x 139 x 129 mm
Electronics module with control unit (L x W x H) mm	315 x 240 x 61 mm

Micro balance will come with printer. Printer specification has given below:

Technical Feature (Printer)

Resolution	203 dpi
Printing Process	Thermos transfer printing
Max. Print Width	54mm
Exterior Dimension	241.3 x 139.9 x 177.4 mm (L x B x H)
Ink Ribbon Performance	90m, ODmax 37mm, core12.7mm
Ink Ribbon core Width	56-58 mm

Media Capacity	OD 127 mm
Interface	RS232, USB 2.0
Power Supply	External universal switching power supply - Input:100-240 V ~ - Output: 24 V-; 2.5 A
Media Take up	Outer take up
Media width	15-60mm
Media Thickness	0.06 - 0.19mm
Media core Diameter	25.4-38mm
Operation	5-40°C, 25-85% non-condensing
Storage	40-60°C, 10-90% non-condensing
Safety Instruction	FCC class B, CE class B, C-tick class B, UI, CUI, TUV /safety, CCC

Other Requirements:-

Sr No.	
1	Balance should be supplied with IQOQ documents and qualifications need to be performed during installation.
2	Service Engineers of OEM should be based in Kolkata.
3	Warranty must be for 3 years. Warranty will cover the Spare Parts for manufacturing defect.
4	No General authorization will be entertained for the bidding.
5	The Bidder must be Provided Valid Legal Metrology certificate with license along with their bid.
6	The bidder should submit European CE (4 Digit notified body) /BIS/CDSCO Certification from the competent authority.

Schedule-IV

Double beam UV VIS Spectrophotometer with following Technical specifications:

PC based True double beam UV-Visible Spectrophotometer

- | | |
|------------------------------|--|
| 1. Optical system | Czerny- Turner mounting, Single monochromator, Double- beam system |
| 2. Detector | Photomultiplier |
| 3. Wavelength range | 185 to 900 run which can be extended upto 1400 nm with an Integrating Sphere attachment having dual detector |
| 4. Wavelength accuracy | ±0.1nm (656.1 nm) |
| 5. Wavelength repeatability: | ±0.05 nm |
| 6. Spectral bandwidth | 0.1, 0.2, 0.5,1,2,5 nm in steps |
| 7. Resolution | 0.1 nm |

8. Stray light	Max. 0.005 %T (220 nm NaI)
9. Mode	Abs, %T, %R
10. Photometric range	-5 to 5 Abs
11. Photometric Accuracy	± 0.002 Abs (0.5 Abs)
12. Photometric Repeatability:	± 0.001Abs or less (0.5 Abs)
13. Noise level	0.00003 Abs or less (500 nm)
14. Wavelength slew rate	14000 nm/min
15. Wavelength scan rate	4000 to 0.5 nm/min
16. Light Source	high intensity Halogen and Deuterium lamp with light source auto position adjustment built in
17. Baseline stability	0.0002 Abs/hr or less (700 nm, 1 hour after light source is turned ON)
18. Baseline flatness	± 0.0003 Abs (200 to 860 nm, 1 hour after light source is turned ON)
19. 3.5 ml volume of 10 mm path length Quartz cuvettes-	1 Pair

Below Attachment must be quoted along with the main system

a) Integrating Sphere Attachment

- Wavelength range: 220 nm to 1400 nm
 - Diffuse and Specular Reflectance measurements are possible
 - Samples like Powder, Solid, colloidal sample, Thin Film etc are measured by using this accessory
 - The Integrating Sphere should be equipped with two detectors: a photomultiplier tube and an InGaAs detector
 - Minimum Inner diameter of integrating sphere: 60 mm
- b) Branded is PC with original Windows 10 Professional
- c) Online 1 KV A UPS with 30 minutes back up

System must be under 3 Years warranty from the date of installation.

Schedule-V

Fast & Fully Automated Analytical Next Generation HPLC System all should be fully Software controlled

The HPLC System should be a true plug & play method compatibility system for HPLC/UHPLC separation. The hardware design must have next generation features so that it can reduce the risk of common errors and improve the reliability of analytical measurements. It must reduce reagents and consumables waste and automate system checks to help & meet critical error reductions. It must increase in operational efficiency and productivity for saving time and money and boost the capacity of the lab. It must also identify potential errors earlier by reducing the number of retests and failure investigations so that the results achieved must be first time right.

1. HPLC Quaternary Solvent Manager:

- In built Quaternary Gradient pump for delivery and blending of up to four solvent systems or higher.
- Integrated four channel or better vacuum degasser chambers with automated piston seal wash. The Degasser must become disabled when the mobile phase flow rate is 0.0mL/min for more than 60 minutes.
- It must be capable of delivering aqueous and organic solvents at operating pressures minimum of 12,000 PSI or higher. The pump must be capable of reaching a maximum operating pressure of 12,000 PSI for at least upto 5 ml/min or higher.
- The Quaternary pump module must have a flow rate delivery as low as 0.001mL/min and as high as 10.000 ml/min or better with 0.001mL increments.
- There must be an easy to use, advanced Bi-directional touch screen with artificial intelligence features which must be integrated with the fully 21 CFR Part 11 compliant Software and must provide easy to follow steps for any users. Pre- run checks for common errors such as missing vials, incorrect column and preventative maintenance requirements must be present to catch these mistakes before the result in a sample analysis failure or preventing re-runs.
- The system must reduce common mistakes during analysis to more than 40% & must provide error free results in every first-time analysis by any first-time users with its technology. The vendor must provide declaration & give white paper in support of their technology.
- Delay Volume: The separation of compound must be done with Fast Resolution and with minimum gradient delay volume <1100 ul for the system to get sharper and better chromatograms with higher peak heights.
- There must be a provision of the instrument status lighting which must provide with a clear visual indication of the system status as in use, in idle condition or in state of error etc & there must be color-coded solvent tubing clips which must ensure the tubing remains organized to enable tracing from instrument to the solvent bottle flags.
- The pump must be able to program both isocratic and gradient methods, able to program gradient methods directly in terms of pH and percent organic, pH and salt concentration. It must also Program gradients directly in terms of pH and ionic strength to minimize manual mobile phase preparation and reduce potential for human error in routine analysis.
- The instrument must be able to create instrument method directly from different HPLC systems of same or different manufacturers of basic chromatographic conditions and must be automatically transferred into the system & must be reported providing traceability to the original method for compliance.
- Flow rate accuracy of $\pm 1\%$ or better, Flow Precision of $<0.01\%$ RSD or better & compositional precision of 0.04% RSD or better having pH range between 1 to 13 or better.
- Compressibility compensation must be Automatic and continuous for the solvents & requiring no user intervention.
- For Method development & Gradient profiling there must be a provision of 10 or more gradient curves including Linear, Step, Concave and Convex etc.
- The system must support fully integrated diagnostics with data preserved. The instrument must provide system guided start-up, pre-run checks to minimize sample analysis failures due to human error, Tool Free Fittings, Bi- directional touch screen interface, Intelligent method transfer & the system must provided with information about what needs attention & there must be guided workflows provided step-by-step guidance on how to resolve the common issues.

2. HPLC Sample Manager or Auto sampler:

- The system must be integrated with Auto sampler or Sample Manager having Flow through needle technology.
- The system must have QR code reader allowing for vial trays and consumables which must tell the system of what proper tray and /or plate is being used having its proper format.
- For Auto sampler or Sample Manager Injection volume range must be 0.1 to 100.0 μ l.
- Injection needle wash: Must be Integral, active and programmable along with Temperature control from 4°C to 40°C.
- The injector precision must be equal to or less than 0.25% RSD or lesser.
- The injector linearity shall be equal to or better than 0.999 correlation coefficient over its entire injection range.
- Sample carryover must be as low as: \leq 0.002% or lesser.
- The sample compartment temperature must be settable from 4°C to 40°C.
- The injector must have the ability to automatically dilute samples, to automatically withdraw from several sample vials and dispense into a single vial.
- The sample compartment must be able to accommodate both HPLC Vials and / or well plates having minimum 170 (2 ml) vials or 1000 well plates or better.

3. HPLC Thermal Column Management

- The column compartment must be able to support columns up to 300 mm in length & as wide as 4.6 mm ID or better.
- The column compartment temperature must have heating & cooling facility from 4 Degree C upto 90 Degrees C or better with Peltier control.
- The column compartment must have temperature accuracy of +/- 0.5 Degree C.
- Column usage history tracking technology must be associated with the column so that all the information related to number of injections, solvent consumption, Temperature, Pressure etc. should be available electronically & archives all of them so that the data can be acquired as when required & must help to create a paperless laboratory.
- There must be complete column traceability and facilitate for post-run troubleshooting with HPLC Columns, Ready- to-use from the box, the columns must be secured with RFID or near field communications technology enabled device tag ensuring that they are always automatically identified, verified, and tracked by the system. The Column manager & Columns must be integrated with the Gradient methods & the Softwares so that if any wrong columns are attached, the system must quickly identify the same & gives warning messages or should alert the user immediately.

4. UV/Visible Detector:

- The UV/Visible Detector must be integrated with the entire instrument for making it fully compact design & having less footprint. There must be provision of adding any additional detector in the future also. The design must be shared in the bid.
- The UV/Visible wavelength range must be from 190-700 nm or better.

- The optical bandwidth must be < 5nm or lesser.
- The wavelength accuracy must be $\pm 1.0\text{nm}$ or better & repeatability $\pm 0.1 \text{ nm}$ or better.
- The detector must have linearity and dynamic range of ≥ 0.999 from 0.0001 to 2 AU, $\leq 5\%$ deviation up to 2.5 AU or better.
- The Detector must have a sampling rate of 1,2,5,10,40,80,160 Hz.
- The UV/Visible Detector must contain a Deuterium lamp as its light source with minimum warranty 2000 hours per lamp.
- The Flow Cell must come with Taper / Tapered Slit design or better to avoid Total Internal Reflection.

5. Original (OEM) HPLC Manufacturer's Licensed Software

- Chromatography software should come integrated with secured & relational database Oracle 19.0 or higher. Oracle database for easy tracking and trending, Instrument Method, Processing Method, Report Method, etc. should be present. The instrument manufacturer must be the manufacturer of the software also. 3rd party software must be avoided.
- It must come with minimum Five (5) named users license along with base license having separate username & passwords along with System Suitability option.
- Custom field / Custom calculations, Pre-made templates, customizable data reports, online help and answer Wizards should be included to help maximize the lab's productivity.
- Each injection is time and date stamped for easy archiving, retrieval of data along with Drag and Drop, look and feel of Windows must be present. Report publisher facility for customized reports. Custom reporting with view filters for easy retrieval.
- Software should offer multiple levels of password, security to ensure the integrity of all your raw data and results and extensive audit trail.
- Security of data, custom reporting with view filters for easy retrieval.
- The software should be able to show the capability of the system to operate in at least 10 or more various gradient curve mode including Linear, Step, concave, convex. exponential etc.
- It must be compliant ready with GLP/GMP & 21 CFR PART 11 & documents must be submitted related to same.
- Control, Data Processing & Single point control of HPLC, Detector and Mass spectrometer in the future must happen with the quoted Software.
- The System must capture; a) Column history and tracking with columns; b) Column matches the method; c) Records maximum temperature and pressure; d) Injection count; e) date of first and last injection; f) System audit trail; d) hardware and software modifications.
- Oracle database should come inbuilt with the software to manage the data properly.
- Software should have automatic built-in diagnostic facilities, programmability to run experiments and data processing including routine qualitative & quantitative analysis. It should be upgradable for automated method development Software.

6. INSTRUMENT & SOFTWARE QUALIFICATION SERVICE (IQ/OQ/PQ) & CERTIFICATION:

The instrument must be Qualified (IQ/OQ/PQ must be performed) along with the Software and European CE (4 Digit notified body) /BIS/CDSCO Certification from the competent authority. Necessary reagents along with Documents must be provided for valid Instrument Qualification, Operational & Performance Qualification of the instrument along with

Specification check during the installation. The vendors must quote the Qualification kits with defined list of items along with valid Cat. No. / Cas No / Product ID etc.

- Vendors must declare the availability of the spares for 10 years from the obsolescence date of the model from the Market. The Quoted model must be very latest & should not be more than 2-3 years old introduced / launched in the market. The Bidder / OEM must declare & must be authentic documents related to the same.

7. COLUMN: The Instrument must come with C18 column having End-Capped for high efficiency and chemical stability with a wider usable pH range [pH 1-12] having dimensions of 4.6 x 250mm, 5um & must be RFID tagged for getting all digital information.

8. Warranty: 3-years comprehensive Warranty must come with the instrument except consumables.

A thorough Demonstration, Commissioning & Detailed training on Instrument & Application must be provided by the vendors on site.

Schedule-VI

Highly Sensitive Triple Quadrupole LCMS / MS System

Specifications	Requirement
LC-MSMS (Triple Quadrupole)	A Bench Top Highly Sensitive Triple/Tandem Quadrupole LCMS/MS System with facility to either use as standalone or connect to a Fast Liquid Chromatography system using lesser than 2µm particle size columns for high sensitivity for both qualitative and quantitative analysis along with research purpose for small molecules research, Drugs analysis, Impurity profiling, Nitrosamines along with software to meet global regulations like USFDA & 21 CFR Part II compliance. Both MS, Software and LC should be from same manufacturer.
Mass Range	5 to 2000 m/z or better
Scan speed	Should have the scan speed of 18,000 amu/sec or more in Triple Quadrupole mode
Mass stability	Less than ±0.1 Da over a 24-hour period
Interface	Dual orthogonal off axis or equivalent source technology capable of avoiding interferences from solvents and other extraneous matter, handling large batches of complex sample matrix over a long period of time without performance degradation.
Ionization source	1. Combined / Dual ionization ESI and APCI sources to be provided as standard, with facility of interchanging easily by the user, and auto-detection of installed source by the instrument and software. The ionization must be done both in a positive & negative mode.

	<ol style="list-style-type: none"> 2. The combined ionization (ESI & APCI) source must operate along with reference spray to facilitate automated accurate mass measurements within single LCMS experiment. The instrument should be capable of internal reference mass correction for MS and MS/MS operation without losing sensitivity. 3. Sample introduction must be done by direct infusion integrated with system fluidics without any external syringe pump in addition of using Liquid Chromatography. The Sample Introduction Technology must be associated with automated system parameter checking along with alert generation. It must provide calibrant delivery system with programmable divert valve & Automated Mass Calibration. 4. An atmospheric pressure solids analysis probe (ASAP) for the direct sampling and introduction of solids and liquids should be available as an additional source for research purpose. 5. Switching between positive & negative mode should be ≤ 25 ms or better. 6. The source shall have a flow rate compatibility from $50\mu\text{L}/\text{min}$ to $2000\mu\text{L}/\text{min}$, without flow splitting in both ESI and APCI modes. 7. Switching between MS & MS/MS mode must be less than equal to 3 ms. 8. Desolvation Temperature: The upper limit of the desolvation temperature must be more than 400 degree C, which should be programmable and used in all the different probe usages including combined / dual ESI & APCI for every Solvents & Compounds. 9. All source parameters to be adjustable through software automatically including mass calibration, sample tuning & MRM method development must be done fully automatically.
Source cleaning	The cleaning of the source should be done without venting the system and facility to Vacuum Interlock should be provided. The Vacuum must remain intact during the cleaning, Source interchange or Servicing of the system. Vendors must assure the same in writing.
Infusion Device	Infusion device must be integral to the instrument for direct sample introduction and must be controllable from the instrument software. At least 3 user-changeable sample vials should be built into the system to allow tuning and calibration solutions to be infused into the probe via a selection valve. A fourth vial or equivalent should also be available containing the wash solution to ensure the system is ready to analyse the next tuning or calibration solution.
Vacuum system	A robust high efficiency Oil less vacuum system with minimum/zero maintenance and utility with low noise level and automatic vacuum lock system
Triple Quadrupole	Quadrupoles having high standards of mechanical tolerances and minimum coefficient of Thermal expansion to ensure highest mass stability with pre-aligned pre filters to ensure excellent focusing of Ions into all the Quadrupoles for high sensitivity and resolution in both Q1 and Q3.
Instrument Detection limit	Should be 0.4 femtogram or less from minimum ten replicate injection of Reserpine (Proof of Statement must be provided)
Mass Resolution	Must be automatically adjusted to desired resolution (0.50 Da, 0.75 Da or 1.00 Da FWHM)
Sensitivity	<ol style="list-style-type: none"> 1. MRM ESI +ve 1pg On column reserpine and -ve chloramphenicol should give chromatographic S/N greater than 50,00,000:1 (Fifty Lakhs is to One) without smoothing MRM transition 609-195 at unit resolution (Proof of Statement must be provided) 2. Documentary evidence to be submitted along with quotation. For ten injections, %RSD should be < 5%. Chromatograms to be provided, with details of mobile phase, column, and injection volume. Statistical treatment used to determine S/N

	ratio is to be specified along with raw data.
Collision cell	Should be specially designed collision cell to allow use of very low Dwell times (1 milliseconds or less) without sacrificing sensitivity and eliminate Crosstalk to enable Multiple MRM Transition Studies within a single run.
MRM Acquisition Rate	Should be capable of minimum 500 MRM or more data points [sec in a single time period with no loss in sensitivity for co-eluting components at anyone point of time.
Operating Modes	Tandem mass spectrometry should have following scan options <ul style="list-style-type: none"> a. Full scan b. Selected ion monitoring/recording (SIM/SIR) c. Product ion scanning. d. Precursor ion scanning. e. Neutral loss/gain scanning. f. Multiple reaction monitoring. g. Simultaneous full scan and MRM along with matrix monitoring to be performed in a single run. h. +ve / -ve polarity switching time between alternate MRM scans of minimum 25ms. i. Fully Automatic tuning & Mass Calibration. j. Information dependent acquisition system scan mode of MRM to high sensitivity product ion scan for library confirmation.
Dynamic range	6 orders of magnitude or better
Detector	<ol style="list-style-type: none"> 1. Must have very long life, low noise, highly efficient photomultiplier, or electron multiplier detector. 2. The detector should last for the lifetime of the instrument, not require regular gain adjustment, and operate in both positive and negative ion modes capable of switching rapidly between the two modes (≤ 15 ms).
UUPLC	<p>A. Pump:</p> <ol style="list-style-type: none"> 1. Quaternary / Binary operating pump(s) with an operating pressure of minimum 15000 psi or better. 2. The flow rate range should be 0.010 to 2.000 ml/min or better, in 0.001mL increments. 3. Flow rate accuracy must be ± 0.1 % & Flow Rate Precision should be $\leq 0.075\%$ Relative Standard Deviation or better with Compressibility Compensation fully Automatic & Continuous. 4. Solvent Blending must be Fully Automatic & can program gradient methods directly in terms of pH and percent organic, pH and salt concentration. It must also Program gradients directly in terms of pH and ionic strength to minimize manual mobile phase preparation and reduce potential for human error in routine analysis. 5. The system must produce different gradient curves /profiles (> 10 different curves including linear, Step, Convex, Concave etc.) <p>B. Degasser:</p> <p>The instrument should have in-built Vacuum degasser facility with minimum four lines and should be efficient to remove dissolved air online.</p> <p>C. System Delay Volume: Should be less than 400 micro litre, independent of system backpressure along with Gradient Delay Volume of Less than 300 micro litre. The Total Band spread should be less than 12 micro litre.</p> <p>D. Auto sampler: Auto sampler should be available with a capacity of approx. 90 vials or more of 1.5 ml or better capacity & sufficient no. of spare sample vials</p>

	<p>must be provided. The auto sampler should have cooling facility upto 4 degrees or better and heating upto 40 degrees or better.</p> <ol style="list-style-type: none"> 1. Programmable injection volume from 0.1 ul to 10ul or better must be available with Flow through needle with a carryover of the auto sampler must be less than 0.002% or Lesser. 2. It must have advanced features like Auto- Dilution, Auto-Addition & Load Ahead capabilities. 3. It must have the latest needle wash capabilities like Integral, Active & Programmable. 4. Auto sampler vials universal to UHPLC / HPLC with 2 ml capacity must be provided at least 1000 no.'s with septa & cap. <p>E. Column Oven: Column Temperature Control should be from ambient to ≥ 90 deg. C or better with a Temperature control from ambient to maximum operating temperature. Temperature control precision should be 0.1°C.</p> <p>F. Columns & Standards:</p> <ol style="list-style-type: none"> 1. Sub 2 microns (1.7um / 1.6um) C18 UHPLC/UPLC Columns should be Quoted with Smaller Dimensions with a pH level of 2 - 12. 2. Sub 2 microns (1.7um / 1.6um) HILIC UHPLC/UPLC Columns should be Quoted with Smaller Dimensions with a pH level of 2 - 12. 3. Column usage history tracking technology must be associated with the column so that all the information related to number of injections, solvent consumption, Temperature, Pressure etc. Should be available electronically & archives all of them so that the data can be acquired as when required & must help to create a paperless laboratory.
Software	<ol style="list-style-type: none"> 1. Application software for quantitative applications must be compatible with LC/MS and LC/MS/MS data. Data can be full scan, SIR/SIM or MRM. 2. Data Acquisition, Peak Integration, Calibration, Quantification must be fully automated. 3. Quantification parameters must be stored for each compound and individually selected and loaded into new methods. The quantification method editor must be viewable in page view or as a spreadsheet. 4. The software must allow the monitoring of the molecular ion up to 4 confirmatory ions. 5. Technology for system optimization and status monitoring, technology should monitor and perform the following parameter: <ul style="list-style-type: none"> - System parameters checking and alerts - Integrated sample/calibrant delivery system and programmable divert valve - Automated mass calibration - Automated sample tuning - Automated SIR and MRM method development - LC/MS system checks-automated on-column performance test. 6. The application software must flag samples in the browser report when: <ul style="list-style-type: none"> - the ion ratios fall out-with the user-defined values the maximum blank acceptance level (user input) has been exceeded - the maximum concentration limit (user input) has been exceeded - the concentration is below the reporting concentration limit (user input) - the concentration falls below the minimum recovery % level (user input) - the concentration falls above the maximum recovery % level (user input) - the coefficient of determination for a calibration curve falls below a user-set level - the peak of the compound of interest falls below a user defined S/N ratio 7. Software should have the latest library database of around 1500 compounds viz. (Antibiotic residues, drugs residue, Mycotoxins, Vitamins etc.)

	<ol style="list-style-type: none"> 8. The database should contain Molecular formula, Mono isotopic mass, Parent ion, Cone voltage (V), Production 1, Collision energy (eV) Production 2, RT and sensitivity. 9. The Software must be secured & must be compliant ready with 21 CFR Part 11 guidelines. Bidders must provide the same in Writing.
Workstation & Accessories:	<p>A Workstation should be provided for controlling the mass spectrometer, the LC and the auto-sampler with data acquisition & for data processing and analysis with minimum following specification:</p> <ul style="list-style-type: none"> - Memory / RAM: Minimum 60 GB or higher - Hard disk: 10 TB or better - CPU: Dual-Processor, 3.5 GHz or better - Operating system: Windows 10, 64 - bit or better. - LCD monitor. - 1 Laser jet printer. <p>All hardware and software including drivers, monitor, device interfaces cards / network must be preinstalled and preconfigured on the computer provided.</p>
Instrument and Software Qualification Service & Certification:	<ol style="list-style-type: none"> 1. The instrument must be "Qualified" along with the Software. Necessary reagents along with Documents must be Quoted with valid Cat/Cas no.'s & should be provided for valid "Instrument Qualification, Operational & Performance Qualification" of the instrument along with Specification check during the installation. 2. The vendors must quote the Qualification kits with defined list of items along with valid Cat. No./Product ID etc. 3. During installation and qualification, Instrument should perform as per submitted specification in presence of user. 4. Equipment should be European CE (4 Digit notified body) /BIS/CDSCO Certification from the competent authority.
Nitrogen Generator with in- built compressor	<p>A suitable imported noise free nitrogen gas generator with in-built compressor, filters, or any other accessory required for functioning of system, should be supplied to take care gas requirements for ionization source. The generator must have a minimum 100 psi pressure with a flow rate more than required for functioning of system, should be supplied to take care gas requirements for 30L/min or higher.</p>
System Performance Certificate	<ol style="list-style-type: none"> 1. The requirements in this section pertain to the working requirements of the system. Any claims made in the compliance statement should be substantiated by giving suitable detailed outputs from the quoted model of the instrument generated at the applications lab of the supplier, in the form of reports for easy reference. 2. Proof of Performance documents must be provided with the Compliance sheet. 3. The reports should necessarily include the instrument output data, graphs and chromatograms using the quoted model of the instrument at the applications lab of the supplier / manufacturer. 4. The model offered by the vendor should have capability to demonstrate the above-mentioned parameter in presence of user.
Warranty	<p>Warranty of the instrument along with Nitrogen generator must be 3 (Three) Years comprehensive warranty from the installation except consumables & perishable items.</p>
Others:	<ol style="list-style-type: none"> 1. The other auxiliary gases along with regulator should also be supplied along with the system. 2. Solvent required for successful installation must be quoted. 3. Installation must be done at user's site with no extra costs involved. A one week (at least) general entry-level training-cum-workshop and advanced-level training-

	<p>cum-workshop must be arranged at the user's site by the vendor on experimental and data analysis part, with no extra cost involved.</p> <p>4. Proof of Performance documents must be provided with the Compliance sheet.</p> <p>5. The Vendor / OEM must submit at least 5 or more customer details / PO copies / references of the Quoted LCMS/MS model (equivalent or higher) supplied in India. The recent user details of the same Quoted model must be provided & must be present in major pharmaceutical companies of India in R&D & QC sections. The bidder must mention all the details in their bids.</p>
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Schedule-VII

GCMSMS (QQQ)

Sr. No	Item	Description
1	Gas Chromatograph	<p>A Gas Chromatograph Triple quadrupole mass spectrometer should be able to cover the following applications: Nitrosamines, Residual Solvent testing, Extractable & Leachables, Nutraceuticals, Abuse studies, Volatiles testing, and other pharma applications.</p> <p>Column Oven can accommodate two columns with a maximum temperature range of up to 450°C with a set point resolution of 0.1°C. It should support 20 Oven ramps & maximum temperature ramp rates of 120° C/min.</p> <ul style="list-style-type: none"> - Cool down of Oven from 400° to 50° in less than 4 minutes. - There should be a touch screen display on GC Instrument. - It should have a retention time locking facility as well as a browser interface facility for remote access. - It should have a touch screen interface built into the system with USB access. - Intelligent features like EMF, etc. should be built into the system. - Retention time locking feature without using any external calibrants must be available. If any external calibrants are needed, the vendor must provide at least 100 vials of the standard.
2	Inlet: 2 Nos	<p>Inlet 1: PTV or Equivalent Inlet</p> <ul style="list-style-type: none"> • An Inlet providing the flexibility of a standard split/Split less inlet, along with a programmable temperature vaporizer (PTV) capability/Equivalent, enabling large-volume injections should be provided. It should be equipped with EPC with a pressure range of 0.1 to 100 psi. • The same inlet should also support cool injections for an improved signal response. • Temperature programming of up to 5 ramps or more at up to 800°C/min or higher with fully EPC/equivalent. • Split ratio of 12000:1 or more. • Following injection modes should be made available: <ul style="list-style-type: none"> a. Hot or cold split/Splitless b. Pulsed split/Splitless c. Solvent vent d. Direct (any other extra injection modes apart from this

		<p>Inlet 2: Split Splitless Inlet</p> <ul style="list-style-type: none"> • An Inlet providing ability of a standard split/Splitless inlet. It should be equipped with EPC with a pressure range of 0.1 to 100 psi. • Maximum temperature of 400 deg. • It should have a Gas saver mode or equivalent to reduce gas consumption without compromising performance. • Split ratio of 12000:1 or more.
3	Detector (FID): 1 Nos	<ul style="list-style-type: none"> • Operating Temperature range 50°C to 400°C or better • Minimum detection limit of 1.2 pg C/sec or better. • Data Acquisition rate of 1000 Hz or better. • Linear dynamic range: > 10⁷ ± 5%
4	Auto Sampler/ Auto-Injector: 1 Nos	<ul style="list-style-type: none"> • Auto Sampler with 15 or more vials • Future Upgradability should be possible to 150 vial samplers or more to increase the throughput of the system should be possible • Area Reproducibility better than 0.5% RSD • Syringe up to 10uL as standard or better • Vial size: 2mL
5	Headspace Sampler: 1 No.	<ul style="list-style-type: none"> • Typical area repeatability < 1% RSD • Temperature for Oven: Ambient + 5°C to 300°C • Temperature for Valve and loop: Ambient + 5°C to 300°C • Temperature for Transfer line: Ambient + 5°C to 300°C • The system should have a 48-vial capacity with Racks that are exchangeable during a sequence for continuous operation • Robust valve and loop headspace sampling system with standard full electronic pneumatics along with a chemically inert sample flow path
6	Mass Spectrometer	<ul style="list-style-type: none"> • EI source with up to 350-degree C or better. • Electron energy up to 200 eV or higher • The mass resolution of Unit Mass • A dynamic Range of 6 orders or higher. • A linear Hexapolar collision cell using Nitrogen or equivalent collision gas.
7	Quadrupole	<ul style="list-style-type: none"> • A heated monolithic hyperbolic quadrupole with a temp of up to 200 Deg C must be provided. • If a heated quadrupole is not present, the vendor must supply an extra Quadrupole
8	Mass Range	From 10 to 1000 amu or better
9	Scan Rate	A scan rate of 20000 amu/sec or better
10	Sensitivity	EI scan sensitivity 30,000:1 or higher, by 1 microliter injection of 100fg/ul OFN standard scanning from 50 to 300 amu at nominal 272 -> 222 (performed on 30m column)
11	IDL:	0.5 fg or better with injections of OFN with both quads set to unit resolution mode (Octafluoronaphthalene) (performed on 30m column)
12	Additional GCMS feature	<ul style="list-style-type: none"> • It should Monitor GC and MS resources: injection counter, operation times, and electronic logs to aid planned maintenance • It should have convenient access to pertinent consumables part numbers

		<ul style="list-style-type: none"> • It should have the facility for rapid venting of the MS • It should have an Eco-Friendly Operation with User-scheduled sleep/wake mode to save carrier gas and power • It should have integrated Calculators like a Vapor volume calculator, solvent vent calculator, method translator, etc.
13	Scan Modes	Full scan, SIM, MRM, dynamic MRM, targeted MRM, and any other scan modes
14	Computer & Software	The complete system should be supplied with a computer and a printer with original software with a license to control GCMSMS and other accessories. Should be operated from the main chromatography data handling software and integrated with it.
15	MS Detector	A triple-axis detector with high energy dynode technology for the long life of electron multiplier (EM), For any other technology a separate EM horn is to be supplied to ensure the long life of the system.
16	Probe	<ul style="list-style-type: none"> • A Probe that should provide fast analysis of solid, liquid, and slurry samples. The process should be simple, clean, and require limited or no sample preparation. • It should help when testing complex samples in food, pharma, forensics, environmental applications, etc. • Any other similar probes are also acceptable.
17	Optional consumables	<p>Below are items that must be supplied with the system as optional:</p> <ol style="list-style-type: none"> 1. HP-5MS (Column 30 m length) 2. Auto sampler vials with caps: 1000 Nos 3. Headspace Vial with Caps: 200 Nos 4. Crimper 5. Decapper 6. Septa: 20 Nos 7. Ferrules: 10 Nos 8. Liner: 2 Nos 9. Syringe 10 ul: 2 No 10. Filament: 1 No 11. Helium Trap: 1 No 12. Vacuum Pump Fluid: 1 L 13. O-ring: 20 (if not already included in Liner) 14. Column nut and MS interface nut: 04 each
18	Library	The latest edition of NIST is to be supplied with the system.
19	Gas Lines and Cylinders	The vendor should arrange for all gas lines, regulators, purification panels, cylinders (N2, H2, Zero Air & Helium each qty-l), etc.
20	UPS	Necessary Online UPS (at least 10KVA) with 60-minute backup
21	IQ/OQ	IQ& OQ should be quoted by the vendor.
22	Certificate	Equipment should be European CE (4 Digit notified body) / BIS / CDSCO Certification from the competent authority
23	Warranty	A 3 Years warranty covering the GCMSMS, PC-Printer & UPS with battery

Schedule-VIII

Quadrupole Inductively Coupled Plasma – Mass Spectrometer (ICP-MS)

S. No.	Feature	Requirement
1.	Purpose	Analysis of trace metals to ppb/ppt level in diverse kind of samples like cosmetics, drugs, water etc.
2.	Basic Design	Latest and advance technology bench-top ICP-MS with cell collision & reaction cell technologies. The system should be completed in all respects with built in features of hardware & software.
3.	Sample Introduction	<ul style="list-style-type: none"> • Integrated computer controlled minimum 3-channel peristaltic pump with 10/12 roller suitable arrangements. • Integrated Peltier cooled spray chamber (-5 to 20°C or better) with an accuracy of $\pm 3^\circ\text{C}$ for effectively improving signal stability and reducing oxide interferences • System should have integrated and software controlled UHMI/AMS/Prepfast accessories alongwith 100 fold or more dilution capabilities to handle total dissolved solids (TDS) more than 25% by Argon &or liquid dilution. All necessary accessories required for running high matrix high TDS samples should be included as standard supply.
4.	Plasma and Torch Setup	<ul style="list-style-type: none"> • RF power range: 600-1500W or better • RF Generator: 27/34 MHz • Torch Alignment: X,Y,Z automatic and computer controlled • Should have at least software controller variable 04 mass flow controllers to control plasma, auxiliary makeup, carrier gases and makeup/dilution gas
5.	Interface	<ul style="list-style-type: none"> • Cone Interface: Standard Ni sampler and skimmer cones. ICPMS systems must have Single interface to achieve all guaranteed performance specifications of ICP-MS instrument without and manual intervention or changeover for high matrixes, high sensitivity, and high TDS samples. • Lon Lens: off-axis ion lens or suitable design to provide high ion transmission and backgrounds to deliver superior detection limits, sensitivity, and oxide ratio.
6.	Collision Reaction Cell technologies	<ul style="list-style-type: none"> • System equipped with best in line technology: Capable of operating in standard (No gas), Collision modes and Reaction mode (Pure or Premix gas form) should be able to remove polyatomic interferences as per all national and international regulations. • Fully automated and software-controlled changeover between No gas, Collision and Reaction mode without manual intervention with dedicated MFC/EFC for collision and reaction Gas. Cell gas must automatically changed. • Separate gas lines with dedicated MFC/EFC for Collision and Reaction gas with automatic control must be supplied for contamination free trace analysis, as per system requirement

		(i.e. He, H ₂ /O ₂ /CH ₄ /Mixture of gases etc.).
7.	Mass Analyzer and Detector	<ul style="list-style-type: none"> • Quadrupole based, 2.0 MHz or more • Mass Range: 5-260 amu or better to analyze all elements • True Linear Dynamic: 10 orders $\leq 0.3\text{cps}$ to $\geq 10^9\text{cps}$ or better without any hardware interchange of software adjustment • Dwell time: $\leq 3\text{ms}$ or better • Scan speed: $\geq 3000\text{amu/s}$ or more
8.	Performance Specifications	<p>Detection Limit ng/L (ppt)</p> <ul style="list-style-type: none"> • Low mass (Be⁹/Li): ≤ 0.5 • mid mass Y/In/Co⁵⁹ ≤ 0.2 • High Mass U/Tl/Bi : ≤ 0.2 <p>Sensitivity (M cps/mg/L)</p> <ul style="list-style-type: none"> • Low mass (Be⁹/Li): ≥ 40 • Mid Mass In/Y: ≥ 150; • High Mass U/Tl/Bi: ≥ 80 <p>➤ Oxide ratio: CeO⁺/Ce⁺ <2%;</p> <p>➤ Background noise (no gas mode) @4/9 amu or suitable : < 1 cps</p> <p>➤ Mass resolution (5-260 amu) : Variable ≤ 0.4 to ≤ 1 amu or better & should be definable in mass range 5-260amu</p>
9.	Detector	<ul style="list-style-type: none"> • The ion detector should be discrete Dynode electron multiplier unit or equivalent. Detector should be able to analyze high and low concentration simultaneously • It should have true Linear Dynamic range of 10 orders of magnitude. • Both the analog and pulse counting modes should be protected against overload. Integration time 100μs in both pulse count and analog modes as per system hardware requirement.
10.	Vacuum system	Should have rotary pump and turbo molecular pump with spilt flow for extremely high gas throughput. Vacuum should be 5×10^{-6} mbar or suitable range in open valve condition and shall be 1×10^{-6} mbar or suitable range in closed valve condition or suitable specifications as per system design requirement
11.	Software	User-friendly that guide users through method and sequence development and method templates for rapid development of commonly used methods. The software must GLP compliant for research institute.
12.	Standard Accessories Required	<ul style="list-style-type: none"> i) ICPMS Autosampler: Minimum 200 vials or more capacity, 10 ml or suitable volume, Complete sealed/covered enclosed & duct/hose. Welplate/Microplate kit must be included. ii) NIST calibration standards 21 elements 100ppm (250ml), - 125ml iii) Suitable OEM recommended PC CPU, 24" Monitor, MS Office and color laser Printer.
13.	Items for Installation requirement	Gas cylinders for ICPMS-Argon -02 No. , regulators for cylinders as applicable, He gas cylinder – 01, Reaction gas cylinder i.e. hydrogen/oxygen as per system hardware requirement -1 No., Gas Panel as per requirement. 15 KVA Online UPS with 30 min Backup, Gas line installation, Exhaust for ICP-MS.

14.	Installation and Acceptance Testing	The performance of the instrument along with accuracy and precision must be demonstrated with real samples and international CRMs.
15.	Consumables (All the consumables should be quoted & specified with OEM or local Number along with qualities)	<ol style="list-style-type: none"> 1. Nickel tipped sampler, Skimmer cones – 01 set 2. Standard nebulizer – 01 Nos. 3. Standard spray chamber – 01 set 4. Standard Peristaltic pump tubing for drain Pk/12 – 05 set 5. Standard Peristaltic pump tubing for samples Pk/12 – 05 set 6. Peristaltic pump tubing for ISTD Pk/12 – 04 set 7. Oil Element/Mist Filter – 01 set 8. Pump oil- 5liter 9. Cone cleaning solvent – 1 gallon 10. Swab-cotton tipped both ends (pk/100) – 2 pack 11. Autosampler Vials – 2000 Nos.
16.	Warranty	3 (Three) Years for complete supplied system from the date of installation. The warranty should be from OEM with part number. The warranty should cover total ICP-MS, UPS, fume hood, Exhaust, manifold & other 3rd Party Items (Except Consumables items) system including all accessories.

Sample Preparation System: Microwave Digestion System to be Added.

Schedule-IX

High-Performance Liquid Chromatography (HPLC) System with Accessories

SL	Features	Specification
	A complete HPLC System	A complete HPLC System with Pump, Auto Sampler, Detector, Column Oven, Software, Columns and necessary PC-Printer. All units must be from a single manufacturer with 3 Years Warranty.
1	Pumps	<ul style="list-style-type: none"> • Pump should provide error-free programming of pump parameters including flow rates, operating pressure limits, compressibility compensation, calibration and diagnostics. • Pump hydraulic system should be dual piston in series pump with variable stroke design and smooth motion control for active damping • The Solvent Delivery Unit (Pump) should be capable of operating with 2 or more Solvents at a time during gradient operation limits, compressibility compensation, calibration and diagnostics. • Number of solvent channels should be Four. • Settable flow range should be from 0.001 - 5.0 mL/min, in 0.001 mL/ min increments. • Flow precision value should be ≤ 0.07 % RSD. • Flow accuracy should be ± 1 %. • Must deliver a flow rate of up to 5.0 mL/min. • Must have an operation pressure range of 0 - 800 bar (11600 Psi)

		<ul style="list-style-type: none"> up to 5ml/min • Pressure pulsation < 1% amplitude • Should have a pH range 1.0 - 12.5. • Integrated online degassing unit for minimum 4 channels. • Composition precision should be < 0.15% RSD. • Delay volume $\leq 350 \mu\text{L}$ • Active seal wash • Enables automatic software-embedded functionalities such as switching the optional mixer in and out or automatic purging • Should have facility to ensures seamless method transfer/delivering the same chromatographic results of other HPLC or latest UHPLC method • Should have the provision for complete up gradation capability (module wise and system wise) in future.
2	Auto sampler capacity with sample cooler	<ul style="list-style-type: none"> • The Auto sampler must have a capacity to hold 120 samples or better • Must have an operation pressure range of 0 - 800 bar (11600 Psi) • Injection range should be 0.1 to 100 μL. • Sampler should be capable of injection volume range upto 1500 μL or higher with additional loop and hardware modification as and when required. • Precision should be < 0.25 % RSD • Carryover should be < 0.004 %. • Injection cycle time should be 18 s or better. • Should have advanced features like auto dilution, premixing and needle rinsing programs. • Sampler Thermostat temp: 4-40deg
3	Column Thermostat	<p>Thermostatted column compartment with Peltier should have following features:</p> <p>Settable Temperature range: 10°C below ambient to 85°C</p> <p>Temperature stability: $\pm 0.1^\circ\text{C}$</p> <p>Temperature accuracy: $\pm 0.5^\circ\text{C}$</p> <p>Temperature precision 0.05°C</p> <p>Column capacity: minimum 4 columns (max. 300 mm)</p> <p>Warm-up/ cool-down time 5 min from ambient to 40°C & 10 min from 40 to 20°C.</p> <p>Compatible for selection of columns by single optional integrated 4-column selection valve 800 bar</p>
4	Photo Diode Array Detector	<ul style="list-style-type: none"> • Wavelength range should be 190 - 950 nm or more. • Detection type should be with 1024-element photodiode array. • Light source - Deuterium and tungsten lamps. • Data rate 120 Hz or better (both spectra and signals) • Wavelength accuracy = $\pm 1\text{nm}$. • Slit width should be 1, 2, 8 & 16 nm. • Flow cell- Standard: 13 μL, volume, 10 mm cell path length or better • Short term noise < $\pm 1 \cdot 10^{-5}$ AU • Drift < 1.0, 10^{-3} AU/h at 254 nm. • Linear absorbance range > 2 AU (5 %) at 265 nm. • Data traceability for flow cells and lamps should be there.

5	Chromatography Software	<ul style="list-style-type: none"> • Windows based software for evaluation of data, control and operation of entire system. • System security to be provided by the software and not by the operating system • User accounts, user privileges and audit trails are maintained by the software and not by the operating system • Compliance with cGMP /GLP & Electronic Record rules • Software should have its own built in report. • Software should control multi detectors (DAD-FLD-RID) at a time • Data that has been reviewed and approved may be locked to prevent further manipulations • Software should offer extensive custom calculation capabilities (Concentration, calibration curve, peak soothing, peak subtraction etc.) eliminating the need for external applications to meet the laboratory need.
6	Analytical Columns	<ul style="list-style-type: none"> • Analytical Columns ✓ C18 column (4.6 mm ID x 250 mm length, particle size $5\mu\text{m}$): Qty-4 ✓ C18 column (3 mm ID x 150 mm length, particle size $2.7\mu\text{m}$): Qty-1 ✓ C8 column (4.6 mm ID x 250 mm length, particle size $5\mu\text{m}$): Qty-4 ✓ Silica column ((4.6 mm ID x 250 mm length, particle size $5\mu\text{m}$): Qty-1 ✓ CN column (4.6 mm ID x 250 mm length, particle size $5\mu\text{m}$): Qty-1 ✓ Pheny1 column (4.6 mm ID x 250 mm length, particle size $5\mu\text{m}$) .Qty-1 ✓ Compatible Guard Column 1 set for each type of column
7	Accessories	<ol style="list-style-type: none"> 1. Sample Vials 1.5 ml or greater 1000 Nos 2. PTFE Frits 5 Nos 3. Deuterium 1amp : 1 Nos 4. Solvent bottle clear,1000ml with cap 4 Nos 5. Solvent bottle amber, 1000ml 4 Nos
8	IQ/OQ	IQ, OQ of instrument and Software should be provided along with document.
9	GLP Features	Early maintenance feedback (EMF) for continuous tracking of instrument usage in terms of seal wear and volume of pumped mobile phase with pre- defined and user settable limits and feedback messages. Electronic records of maintenance and errors
10	Computer & printer	<ul style="list-style-type: none"> • Computer with Processor type: Intel Core i7 Processor (> 3.0GHz), 16 GB RAM or better. • Memory size: 1 TB HD, CD-ROM or DVD + RW drive, USB port. • Operating system; Windows10/11 Professional (64 bit) or most recent with license. • Monitor type: Wide Screen Monitor (Minimum 22" or better); Graphic Resolution 1920x1080 or better • Suitable B/W laser printer. • Warranty 3 years for PC, Printer • Portable Data Handling & Storage System
11	Delivery	Delivery as F.O.R Destination

12	Warranty	<ul style="list-style-type: none"> • 3 years warranty from the date of installation. • The vendor should have availability for 7 years guaranteed parts and services even after last unit of manufacture
13	Compliance Statement	<ul style="list-style-type: none"> • The supplier must submit technical brochures and proper application notes adequately explaining and confirming the availability of the features in the model of the equipment being quoted. • The supplier must submit a table indicating the compliance of the features of the model of the equipment being quoted with those given in the indent. • Features not matching - must be clearly indicated. • Additional features and features in the quoted equipment which are better than those in the indent - may be clearly explained. • Bids submitted must be with a Technical specifications of each module quoted to evaluate the technical compliance. • All pre-installation requirements must be attached

Schedule-X

Disintegration Test Apparatus

- Instrument should meet current specification of USP, IP, BP and other Pharmacopoeias
- Should have single timer for both baskets with single drive
- Instrument should be specifically designed for use in the quality and production control of normal plain coated tablets & gelatin capsules
- Instrument should be Programmable for Temperature & Time.
- Should have Molded clear acrylic water bath with illumination for better visibility.
- Auto Park out facility should be available.
- Molded clear acrylic water bath with illumination for better visibility should be offered.
- Auto Park out facility
- Capability for dual buffer disintegration test should be available
- Audible, low water level alarm with indication on display for safety
- External temperature sensors should be available for individual beaker
- Provision to identify the position of disintegrated tablet with laser marked numbers on basket assembly.
- Provision to lock individual tablet disintegration time by using external key board with basket numbers.
- Dip Speed 30, ± 1 DPM
- Stroke length 5.5, ± 0.1 cm
- Water bath temperature range Ambient +5 to 50°C
- Water bath temperature accuracy ± 0.2 °C
- Water bath circulation Immersion Pump
- Beaker volume 1000 ml
- Basket 2X6 test positions (10mesh) USP type A
- Fluted Disk 6 numbers in each basket USP type A
- Test Mode Programmable Time up to 99:59 (hh:mm)

- Display Format 99:59:59
- Display 20 X 2 Line back lighted LCD display
- Keyboard Alphanumeric splash water proof polyester soft keys
- Output Printer Parallel Port: RS-232C PC Connectivity for data downloading
- The warranty should be 3 years and spares should be available for 7 years from the date of installation. The bidder / Manufacturer should have a service center in Kolkata to render prompt support.

Schedule-XI

Eight Bowl Dissolution Apparatus with Auto-Sampler

We intend to procure an advance 8 bowl Dissolution Apparatus with Auto-Sampler, the instrument should have following specifications & features.

TYPICAL SPECIFICATIONS

- Dissolution Apparatus should have 7" TFT Touch Screen with user friendly iconic menu.
- System should have built-in software to control all the system operations.
- System should have auto tablet dropping mechanism to drop all tablets in media at same time.
- System should be provided with mono shaft design for quick interchange from paddle to basket or vice versa. All vessels, shaft, paddles & basket should be laser marked for traceability.
- System should have minimum capacity of storing 200 analysis methods with parameters.
- Temperature Range should be 20^o C to 55^o C
- Temperature Accuracy should be $\pm 1^{\circ}\text{C}$
- Temperature Resolution should be 0.1^oC
- System should have digital Temperature Sensor for perfect reading. PT-100 (RTD)
- System should Print Interface with option of Deskjet, inkjet, laser jet printer connectivity & USB connectivity for data backup & system s/w up-gradation.
- Paddle/Basket shaft speed should be minimum 20 to maximum 350 RPM with $\pm 1\%$ accuracy.
- System should have a provision Sampling time selectivity i.e. Fixed time /programmable time intervals (Varying Intervals)
- System should have Time Interval Selectivity in steps of 1 Minute.
- System should have auto-sampler with sampling volume range minimum 0.5 to 25.5ml.
- System should be supplied with 8 Glass Vessel with 1000ml Capacity.
- Dissolution system should be having moulded Water Bath with 17 litres capacity having built-in water level sensor having front loaded drain tap for easy draining of the water.
- Dissolution system should have external water circulation with built-in heating provision.
- System should have Maximum number of Intervals up to 30.
- System should have Provision for selection of Dissolution Process Time from 1 min to 1200 hrs.
- System should be compatible with USP Apparatus V, Apparatus VI, Enhancer Cell etc.

INTELLIGENT SAMPLING SYSTEM

- Automated sampling manifold should work as per USP Specifications. i.e. Sampling tubes should get lowered down in the media only at the time of sampling and withdrawn

immediately after sampling, thus no part of the assembly contributes motion, agitation or vibration during Dissolution run

- Dissolution system's sampling tubes should be accurately moved to the USP sampling position only.
- System should have 6 vessels temperature monitoring system with advanced Digital sensor which automatically measures and records the temperature of individual vessel at specified sample points.

SAMPLING PUMP

- 06 position High Pressure Piston Pump with Ceramic Rotor for inertness
- Microprocessor controlled & is ideal for sample withdrawal from 6 bowls.
- Should be compatible with SLS & other surfactants Medias.
- Programmable High flow rate maximum up to 25ml/min.
- System Diagnostics function should be available to ensure proper working of system function.

SAMPLE COLLECTION

- Dissolution Apparatus should be supplied with 8 x 24 position sampling tray with test tubes.
- System should have optional provision to accommodate 1.5ml & 2ml HPLC vial tray.
- Sampling Tray should be having Sensor provision to locate proper position of tray with alarm facility for fail safe collection of sample.
- Option of sampling tray to accommodate wide mouth vial to minimise SLS media spill over problem due to foaming characteristics.
- Sampler collector's dispensing head should have x-y axis movement to collect the sample in vial thru septa.

ADDITIONAL FEATURES

- System should have Built-in Validation software for RPM, Temperature & sampling volume.
- It should have Facility to RINSE the entire sampling path in between sampling time- point to eliminate contamination & carry over
- It should be having cleaning software with cleaning tray to clean the entire sampling path after each run.
- System software should have facilities to perform the dissolution test using two buffers (Buffer changing) to cater the application of enteric coating tablets.
- Software should have Recovery Test facility to study 100% Drug release pattern.
- System should have Split time sample collection & on-time sample collection provision.

ANALYSIS RUN REPORT

- Report giving Run No., Set parameters and Actual parameters during the dissolution process.
- Diagnostic functionality report to ensure proper working of the system.
- Printout of each vessel temperature and paddle/ basket speed at every sampling interval for validation
- Validation report for Temperature, RPM, Sample Volume and Replenishing Volume
- System software should have provision to take Selectable Report Format complying with GLP requirements.

Extra Key Features

- User authentication is performed for each and every operation done by user.
- PDF report file creation facility.
- Printer connectivity via Wifi & USB connection.

- Manual Archive and Auto Data Backup facility should be available.

Warranty and support:

- The warranty should be 3 years and spares should be available for 7 years from the date of installation. The bidder/Manufacturer should have a service centre in Kolkata to render prompt support.

Schedule-XII

Fully Computer controlled FTIR for varied application

1. Spectral range should be 7800-350 cm^{-1} or better with KBr beam splitter and KBr windows.
2. Spectral resolution: 0.5 cm^{-1} or better freely adjustable, Wave number accuracy: $< 0.05 \text{ cm}^{-1}$ @ 2,000 cm^{-1} or better. Wave number precision: $\leq 0.001 \text{ cm}^{-1}$ @ 2,000 cm^{-1} or better.
3. Signal to noise ratio: $\geq 35,000:1$ for 1 minute peak to peak or higher
4. Detector should be room temperature DLATGS/DTGS or better
5. Optical design should have gold coated/diamond turned mirrors permanently or dynamically aligned interferometer.
6. Accessory recognition: Having continuous monitoring of spectrophotometer components like source, laser, detector, and interferometer and continuous background correction even when instrument is in idle state.

Should have automatic identification of Sampling modules and spectral test routines should automatically start to verify accessory performance.

7. Accessory: Transmission Unit and Universal Monolithic Diamond ATR having 05 years warranty on crystal for direct analysis of solid, liquid, paste, powder and gel samples without sample preparation.
8. Software specifications: Software for data measurement, manipulation, and evaluation.

Following libraries should be offered with the system:

Library should include minimum 25,000 spectra from organic and inorganic chemicals, biochemical, ingredients, natural products, fibres, proteins, fatty acids, lipids, cosmetics, food, food additives, pharmaceuticals, and drugs having.

Software: Latest version of windows based IR Software (compatible match, normalization latest) with License to control all functions of the FTIR system like facility for self-diagnostic, software controlled interferometer auto tuning, auto alignment, auto component recognition, and auto optimization data collection, data processing, live data display, spectral quality check, spectral search from commercial library, Spectral match, normalization, Peak Area, Peak Height calculations, creation of user generated library, automatic atmospheric correction, spectral interpretation etc

9. Instrument must have minimum 03 year standard warranty. Special 10 years warranty for Laser, Interferometer and IR Source should be included in offer.
10. System should not require inert gas purging.
11. Sample preparation Accessories to be supplied: All necessary sample preparation accessories are to be supplied from local source for Transmission unit such as 15 Ton Hydraulic Press, Agate Mortar Pestle, KBr Die set, IR grade KBr Powder, Liquid de-mountable cell holder for rectangular KBr cell window with window.

12. All necessary installation pre-requisite spare to be offered under separate head to make the system functional. Declaration for 10 years availability of spares should be provided.
13. The equipment has to be provided with: Branded computer system (i5), 22", 1TB, of standard configuration with licensed version Operating Software along with Branded B/W laser jet printer and suitable online UPS with 20 minutes back-up to run the instrument and computer .
14. The bidder should submit European CE (4 Digit notified body)/BIS/CDSCO Certification from the competent authority.

Pre-installation requirement-

Complete technical details of pre-installation requirements should be furnished.

Schedule-XIII

Double Beam Atomic Absorption spectrophotometer

The system should have minimum following specification:

- Optics-True double beam optics with aberration corrected Czerny-Turner monochromator mounting. Electronically double beam or Single beam or stockdale optics will not be accepted.
- High resolution grating with 1800 lines/mm and 300 mm or more focal length for high energy throughput
- Wavelength Range- Complete measuring wavelength range from 185nm to 900nm
- Bandwidth selection: 6-step or more bandwidth selection with automatic switching from 0.1 to 2nm (0.1, 0.2, 0.4, 0.7, 1.0, 2.0 nm)
- Detector- High sensitivity Photo-Multiplier Tube (PMT) detector for complete wavelength range or Solid state Detector
- Motorized turret: 8 lamps or more turret, controlled through software with 2 lamps simultaneously lit, one for measurement and other for warm up for the next measurement
- In built power supply for minimum 2 numbers of High-performance boosted lamp/ Super lamp/EDL must be there in the system
- Dual background correction as standard - High speed dual frequency simultaneous measurement D2 background correction and high-speed Self Reversal or better background correction.
- System must be supplied with 100mm Air-C₂H₂ solid Titanium burner and 50mm N₂O- C₂H₂ burner as standard for automatic ignition and extinction of flame
- High efficiency nebulizer with chamber made of engineering plastic, Platinum-Iridium orifice and Ceramic impact bead resistant to strong acids including HF Fully computerized gas flow control system with automatic setting of optimum fuel and oxidant flow rates
- System must provide Performance Guarantee: Greater than 0.9 abs for 5mg/L copper solution with an RSD of less than 0.5%.
- All the safety functions must be provided as standard including Leak Check; Flame Monitor; Gas Pressure Monitor; Inter lock for wrong burner head use; Auto switch-over between Air-C₂H₂ / N₂O-C₂H₂ flame with flow rate monitoring using optical sensor; Drain Tank Level Monitor, Automatic flame extinction during power sudden power interruption, Vibration sensor for auto flame extinction; Internal fan stop sensor and flame retardant body.

- **Automatic Gas flow Control:**
The system must have automatic searching for optimal fuel gas flow rate which optimizes the gas flow rate by measuring the changes in absorbance between a blank and a standard sample. The difference between the two must be displayed on the screen. The gas flow rate achieving the highest sensitivity must be detected and this value must automatically set as the gas flow rate value.
- Software operation on Windows 10 Professional for complete instrument control, data acquisition and processing Software includes strengthened QA / QC functions; Hardware Validation functions and Comprehensive data management system as standard
- Single Hollow Cathode Lamps for elements for **Na, K, Pb, Cd, Ca, Fe, Al, Zn, Mg** and **Cu** must be supplied along with the system
- All Pre installation requisites (PIR) are to be supplied by the vendor. Utilities required for AAS operation like Branded i5 PC with original Windows 10 Professional, Exhaust hood assembly, Double stage SS Acetylene Regulator, one time filled Acetylene Gas Cylinder, Double stage SS Nitrous Oxide Regulator, one time filled Nitrous Oxide Gas Cylinder, Oil free air compressor, Gas control box for Acetylene, Nitrous Oxide and Air, 5 KV A Online UPS with 30 minutes back up and standards for all the above elements.
- There must be future up gradation provision with single Auto sampler for Flame, Furnace, and Hydride Vapour Generator with auto sampler having auto dilution facility for furnace operation.
- Instrument must have provision for Graphite furnace field up gradation later stage. The name to furnace change over must be automatic (computer controlled). No manual intervention is required.
- Instrument should be European CE (4 Digit notified body) /BIS/CDSCO Certification from the competent authority & IQ, PQ & OQ qualified.
- Warranty must be 3 years from the date of installation.
- Installation & training should be provided at our lab free of cost.

3. STANDARD REQUIREMENTS

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

i. QUALITY CERTIFICATION

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

ii. WARRANTY

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

iii. MAINTENANCE

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

iv. Labelling & Packing

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

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

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



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

Reference No. :

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

4. LIST OF RELATED SERVICES

i) Incidental Services

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

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

ii) Availability of Spare parts

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

5. Inspections and Tests

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

Section V. Bidding Forms

FORM 1

Tender Form

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

(All the bidders have prepare and submit Form 1)

Date:

Bid Reference No.: _____, Item - _____

Name of Contract: Procurement, supply and installation of *[Name of the equipment]* for the Hospital and Medical College of the Government of West Bengal.

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

Sir,

I/We, the undersigned hereby accept all the terms and conditions of the Bid Reference No.: **WBMSCL/NIT- xxx/2025, Schedule – x, dated-xx.xx.2025** and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to Supply and Installation of Medical Equipments for *[Name of the equipment]* for Hospital of the Govt. of West Bengal in conformity with your above referred document.

We also

1. Certify that:

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

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

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

2. understand that:

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

application without assigning any reason.

Enclose:

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

Name.....

In the capacity of.....

Signed

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

Date.....

Form 2: CHECK-LIST

[Please fill in and include with your Bid]

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

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

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

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

Non statutory documents to be submitted under My Document				
Sl. No.	Activity	Yes/No/NA	Page No in the Bid	Remark
1	PAN Card			
2	15 – digit Goods and Services Taxpayer Identification Number (GSTIN)			
3	Performance Statement Form (For the period of last three calendar years ending December 2023) - Form 7 of Section V 1. Submitted document should be supported with Work order / supply order copy 2. Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility) against the work order OR Proof of payment against supply and installation against the work order that the bidder have supplied medical equipment in Hospitals in India during the last 3 (three) calendar Years			
4	Income Tax returns for assessment year (2021-2022, 2022-2023 & 2023-2024)			
5	Tender Form as per Form 1			
6	Manufacturer’s Authorization (If applicable) as per Form 5 of Section V			
BID - A				
Sl. No.	Activity	Yes/No/NA	Page No in the Bid	Remark
7	Earnest Money Deposit (EMD) (Copy of receipt of online submission of EMD)			
BID - B				
Sl. No.	Activity	Yes/No/NA	Page No in the Bid	Remark
8	Model of the equipment offered for (Self Declaration) with			

	Technical Data Sheet			
9	Comparative Data Table of the Technical Specifications (Form No. 4 of Section V)			
10	1 sets of Brochure of the offered product / model.			
11	Standard & safety certification: Valid CDSCO Certificate/Registration/License for both the manufacturer(s) and importer(s) as applicable			
12	Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any]			
13	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2021-2022, 2022-2023 & 2023-2024) (in INR) - to be certified by practicing Chartered Accountant as per format given in FORM 9			
14	Form 10: Basic information Form			



Form 3a: Consignee Receipt Certificate (CRC)

(To be issued by consignee's authorized representative)

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

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

Form 3b: Satisfactory Installation Certificate (SIC)



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

Bid Reference :

Award of Contract Reference :

Description of Equipment/Service :

Date of Commissioning :

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

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

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

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

The supplier has also submitted the following,

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

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

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

Sticker designed by WBMSCL is fitted with the equipment Yes No

Signature with stamp:

Name (in Block) :

Designation :

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

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

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

Countersigned by the head of the institute/ hospital:	
Signature	_____
Name	_____
Designation with Stamp	_____
Date	_____
Phone No	_____

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

Name (in Block):

Designation with Stamp:

Form 5: MANUFACTURER'S AUTHORIZATION FORM

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

Date:

NIT No.:

To:
MD, WBMSCL

WHEREAS

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

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

Authorised Signatory of the

Manufacturer _____

Name _____

Designation with stamp _____

Date _____

Form 6: PERFORMANCE STATEMENT FORM

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

Bid no: _____

Date of Opening: _____

Name of the Firm _____

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

Signature and seal of the Tenderer

Countersigned by and seal of Chartered Accountant

Form 7: Statement of Breakup of Duties and Taxes

NIT NO. WBMSCL/NIT-XXX/2024 (Schedule-XX), Dated-XX.XX.2024

ITEM: _____

Name of Manufacturer: _____

Name of the Bidder.....

Country of Origin.....

Make : _____ Model: _____

Sl. No.	Particulars	Percentage (%)	Price (In INR)
1	Basic Price of equipment including value of goods, accessories & ancillaries, freight charges, installation, commissioning, end user training as many number of times as required during the period of warranty and any other charges as applicable excluding GST (A) as per BoQ	NA	
2	Basic Custom Duty (B) imposed		
3	Health Cess (C) as applicable		
4	Social Welfare Surcharges (D) = (B) + (C) as applicable		
5	IGST (E) = (A) + (B) + (C) + (D)		
6	GST (F)		
7	Other duties or taxes as applicable(G)		
Gross Price			

If any other duties or taxes are applicable, the same may be declared in Form 7.

N.B.

- 1) The above statement to be filled up mandatorily. Sl. 1 & Sl. 6 is applicable for Indian Manufacturer/distributor.
- 2) The bidder/Indian Subsidiary of the manufacturer /OEM who will import the medical equipment/item should have to mandatorily fill Sl. 1 to 5.

Form 8(a): PRICES FOR CONSUMABLES

Sl. No	Items	Basic Price of 1(one) number in INR excluding duties & taxes
1		
2		
3		
4		

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

Form 8(b): PRICES FOR SPARES

Sl. No.	Items	Basic Price of 1(one) number in INR excluding duties & taxes
1		
2		
3		

Form 9: TURNOVER CERTIFICATE

I certify that Average Annual Turnover of *(insert the name of the company)* in India in medical equipment division during the last 3 Financial Years (2021-2022, 2022-2023 & 2023-2024) (in INR) - to be certified by practicing Chartered Accountant is Rs. as per the Audited Accounts of the Organization.

Signature and seal of Chartered Accountant with MRN

Form 10: Basic information Form

Basic information to be provided with the bid

1.1 Identity

(a) Name	
(b) Registered address	
(c) Phone number(s)	
(d) Fax	
(e) Email	
(f) Website	
(g) Address of Manufacturing & Operational Unit along with Phone number, fax number, E-mail ID	

1.2 Contact Person

(a) Name	
(b) Designation	
(c) Location	
(d) Mailing address	
(e) Phone number(s)	
(f) Fax	
(g) Email	

Section VI. Contract Forms

Form 1: Performance Security

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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