Notice Inviting e-Tender

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

Phone No (033) 40340308/412
E mail: procurement@wbmsc.gov.in

Supply & Commissioning of different medical equipment to be used at ECMO Hub for treatment of COVID affected patient
(Submission of Bid through *online*)

Bid Reference No.: WBMSCL /NIT- 194/2021	**Dated –21.06.2021**

1. West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by Government of West Bengal to procure Medical equipments for COVID Hospitals of the Government of the State 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** and the website of Health & FW Department i.e. **www.wbhealth.gov.in**. The submission of bids should be through **online** at **www.wbtenders.gov.in**. Earnest money to be drawn in favor 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,
WBMSCL

Table for Important Dates

Sl.	Items	Publishing date(s)
1.	Date of uploading of N.I.T. Documents (online)/ Date of Issue	23.06.2021
2.	Documents download start date (Online)	23.06.2021
3.	Date of **Pre bid Meeting** with the intending Tenderers in the Conference Hall of **West Bengal Medical Services Corporation Limited**	**25.06.2021** at **11:00 AM** (Through Google Meet)
4.	Bid submission start date (On line)	**26.06.2021**
5.	Documents download end date (Online)	N.A.
6.	Bid submission closing (On line) Bid submission includes: i) Non statutory documents to be submitted under <u>My Space</u> (Each sub-category item should be in multiple page single PDF file) ii) BID – A (Should be in multiple page single PDF file) iii) BID – B (Should be in multiple page single PDF file) iv) BID – C (BOQ and the Statement of Breakup of Duties and Taxes & Prices of consumables, spares etc.) Detailed list of documents annexed at Section V Check-List Form 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. *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.* **Each scanned documents should have an index page indicating the name of the documents enclosed with Page no.**	**30.06.2021** at **02:00 PM**
7.	Last date of submission of: **i)** Earnest Money Deposit (Copy of the receipt of online submission of EMD) **ii)** Hard copies of the documents uploaded in e-tender during bid submission. **No BOQ to be submitted in hard copy**. N.B.: 1) All the above documents are to be submitted at the registered office of WBMSCL. **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.**	N.A.
8.	Bid opening date for Technical Proposals (Online)(Bid A & B)	**30.06.2021** at **02:30 PM**
9.	Bidders to remain present at WBMSCL Office, Kolkata for identification of the documents for the technical bid evaluation	N.A.
10.	Functional demonstration of the equipment	N.A.
11.	Submission of non-statutory Wanting document (if any)	To be notified later

12.	Opening of Financial Bid	To be notified later

Schedule of Pre-bid Meeting

Item No.	ITEM	Department	Date & Time
1	Adult fibre optic bronchoscope (of different sizes 4.8mm, 5.2mm)	Chest Medicine	**25.06.2021, 11:00 AM** To join through Google Meet, click the link: **https://meet.google.com/inp-uzbu-xcw**
2	External defibrillator with pacer	Cardiothoracic anaesthesia	
3	Syringe pump stand	Cardiothoracic anaesthesia	
4	Vibratory mesh nebulizer (VMN)	Cardiothoracic anaesthesia	
5	Central monitor	Cardiothoracic anaesthesia	
6	Portable Suction Machine	Cardiothoracic anaesthesia	
7	Forced Air Warmer	Cardiothoracic anaesthesia	
8	Fluid Warmer	Cardiothoracic anaesthesia	
9	Haemodialysis machine	Nephrology	**25.06.2021, 02:00 PM** To join through Google Meet, click the link: **https://meet.google.com/wyt-uzeb-gua**
10	Activated clotting time (ACT) machine	CTVS	
11	Thromboelastography (TEG) machine	Surgery	
12	ETO machine	Microbiology	
13	Plasma sterilizer	Biochemistry	
14	Vibration free refrigerator for storage of Blood	Blood Bank	
15	Fully Automated Coagulation Analyzer	Biochemistry	
16	Fully Automated Biochemistry Analyzer	Biochemistry	

Section I: Instructions to Tenderers

A. Important information at a glance

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

1. Tender Schedule Details

Item No.	ITEM	QTY	Warranty
1	Haemodialysis machine	4	2 Year

2	Activated clotting time (ACT) machine	2	2 Year
3	Adult fibre optic bronchoscope (of different sizes 4.8mm, 5.2mm)	2	2 Year
4	External defibrillator with pacer	2	2 Year
5	Thromboelastography (TEG) machine	1	2 Year
6	Syringe pump stand	18	2 Year
7	Vibratory mesh nebulizer (VMN)	10	2 Year
8	ETO machine	1	2 Year
9	Plasma sterilizer	1	2 Year
10	Central monitor	1	2 Year
11	Portable Suction Machine	8	2 Year
12	Forced Air Warmer	6	2 Year
13	Fluid Warmer	6	2 Year
14	Vibration free refrigerator for storage of Blood	1	2 Year
15	Fully Automated Coagulation Analyzer	1	2 Year
16	Fully Automated Biochemistry Analyzer	1	2 Year

2. Tender Fees : Exempted

3. Earnest Money Deposit (EMD) (E)

Item No.	ITEM	AMOUNT IN INR	MODE OF SUBMISSION
1	Haemodialysis machine	50,000	Online
2	ACT machine		
3	Adult fibre optic bronchoscope (of different sizes 4.8mm, 5.2mm)		
4	External defibrillator with pacer		
5	TEG machine		
6	Syringe pump stand		
7	Vibratory mesh nebulizer (VMN)		
8	ETO machine		
9	Plasma sterilizer		
10	Central monitor		
11	Portable Suction Machine		
12	Forced Air Warmer (BAER HUGGER)		
13	Fluid Warmer		
14	Vibration free refrigerator for storage of Blood		
15	Fully Automated Coagulation Analyzer		
16	Fully Automated Biochemistry Analyzer		

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 (**2017-18**, **2018-19** & **2019-20**) as per the Audited Accounts of the Organization as mentioned in the table below:

Item No.	ITEM	Annual Turnover in Crore Rs.
1	Haemodialysis machine	1.0
2	ACT machine	
3	Adult fibre optic bronchoscope (of different sizes 4.8mm, 5.2mm)	
4	External defibrillator with pacer	
5	TEG machine	
6	Syringe pump stand	
7	Vibratory mesh nebulizer (VMN)	
8	ETO machine	
9	Plasma sterilizer	
10	Central monitor	
11	Portable Suction Machine	
12	Forced Air Warmer	
13	Fluid Warmer	
14	Vibration free refrigerator for storage of Blood	
15	Fully Automated Coagulation Analyzer	
16	Fully Automated Biochemistry Analyzer	

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

Item No.	ITEM	Time
1	Haemodialysis machine	7 days
2	ACT machine	
3	Adult fibre optic bronchoscope (of different sizes 4.8mm, 5.2mm)	
4	External defibrillator with pacer	
5	TEG machine	
6	Syringe pump stand	
7	Vibratory mesh nebulizer (VMN)	
8	ETO machine	
9	Plasma sterilizer	
10	Central monitor	
11	Portable Suction Machine	

12	Forced Air Warmer	
13	Fluid Warmer	
14	Vibration free refrigerator for storage of Blood	
15	Fully Automated Coagulation Analyzer	
16	Fully Automated Biochemistry Analyzer	

5 (b) Payment Terms

Supply & Commissioning of different medical equipment to be used at ECMO Hub for treatment of COVID affected patient
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 Basic 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 Basic 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. **Basic 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)

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3% of the Bid Value (Validity should be till the completion of Warranty + 60 days).

7. Who can Bid (E)

Supply & Commissioning of different medical equipment to be used at ECMO Hub for treatment of COVID affected patient
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

Supply & Commissioning of different medical equipment to be used at ECMO Hub for treatment of COVID affected patient
Working condition for a minimum period of 354 days out of a period of 365 days. (i.e. 97% uptime)
The response time to any fault should be not more than 6 hrs after call is logged. 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

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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)

Supply & Commissioning of different medical equipment to be used at ECMO Hub for treatment of COVID affected patient
Tenderers shall invariably furnish documentary evidence of order copy with proof of payment/ order copy with installation certificate.

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

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 Centres

- Preferably at Kolkata

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

12. 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

12. Scope of Bid

12.1 The type of goods and related services to be purchased is: **Supply & Commissioning of different medical equipment to be used at ECMO Hub for treatment of COVID affected patient** as per the Schedule of Requirements.

13. Source of Funds

13.1 Funds received from the **Department of H & FW,** for the procurement of equipment to be used for **setting up facilities at COVID Hospitals of the State of West Bengal** on behalf of the **Department of H & FW**.

14. Fraud and Corruption

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

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) Bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;

(ii) Extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;

(iii) Fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of WBMSCL or other participants;

(iv) Collusion is the agreement between Tenderers designed to result in bids at artificial prices that are not competitive.

(b) Will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;

(c) Will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a WBMSCL registered Vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;

(d) Will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a WBMSCL contract;

(e) Will normally requires a WBMSCL vendor to allow WBMSCL, or any person that WBMSCL may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

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

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

15. Eligible Tenderers

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

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

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

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

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

16. Eligible goods and related services

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

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

C. Contents of Bidding Documents

17. Sections of Bidding Documents

17.1 The Bidding Documents consist of:

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

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

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

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

18. Clarification of Bid Document

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

19. Amendment of Bid Document

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

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

D. Preparation of Bids

20. Tenderers are to prepare and submit the following:

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

Details are given in "Submission and Opening of Bids"

21. Cost of Bidding

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

22. 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.

23. Alternative Bids

Alternative Bids will not be accepted.

24. Bid Prices

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

24.2 The Incoterms shall be governed by the rules prescribed in the Incoterms 2010, published by The International Chamber of Commerce.

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

25. Currencies of Bid

The Tenderer shall quote in INR only.

26. 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.

27. Documents Establishing the Qualifications of the Tenderer

As per Form 1: Check-List of Section V of the bid document.

28. Period of validity of Bids

28.1 Bids shall remain valid for a period of **180** days from last date of online submission of bid. A bid valid for a shorter period than specified in previous lines shall be rejected by WBMSCL as non responsive.

28.2 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.

29. Period of validity of the bid price:

The bid price shall remain valid for a period of **1 (one)** years from the date of signing of the contract.

30. Earnest Money Deposit (EMD):

30.1 The EMD shall be paid online, 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.

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

30.3 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

30.4 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 ;

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

32. Withdrawal, Substitution and Modification of Bids

32.1 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.

32.2 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.

33. 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

34. 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 <u>My Document</u>:

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	1. PAN Card 2. GST registration Certificate
2	COMPANY DETAILS	COMPANY DETAILS 1	a) License from Government/ Statutory Authority as applicable (For FY 2021-22). OR b) Registration with the Registrar of Companies, if applicable.
3	CREDENTIAL	CREDENTIAL 1	Performance Statement Form (For the period of last three calendar years ending December 2020) - Form 7 of Section V Submitted document should be supported with 1. Work order / supply order copy 2. Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility / laboratory) 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	DECLARATION	DECLARATION1	Income Tax returns for assessment year (2017-18, 2018-19 & 2019-20)

		DECLARATION 2	Tender Form as per Form 1
5	EQUIPMENT	MACHINERIES 1	Manufacturer's Authorization (If applicable) as per Form 6 of Section V
		MACHINERIES 2	List of installations & commissioning of offered model. (self declaration)
6	FINANCIAL INFO	P/L & BALANCE SHEET 2017-2018	P/L & Balance sheet 2017-2018
		P/L & BALANCE SHEET 2018-2019	P/L & Balance sheet 2018-2019
		P/L & BALANCE SHEET 2019-2020	P/L & Balance sheet 2019-2020

(ii) Statutory Documents

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

1. EMD (Scanned copy of the receipt of online submission of EMD)
2. Declaration of the bidder on letter head that "We agree to submit a copy of the Tender Documents and its Amendments and Addendums thereto duly initialled by us in all pages with our seal/ rubber stamp affixed thereto, in token of acceptance thereof."

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

1	Model of the equipment offered for **(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	CE ("Conformité Européene") Certificate/ US FDA / BIS (as applicable as per technical specification) CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits
5	AERB type approval certificate (for Schedule I)
6	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2017-18, 2018-19 & 2019-20) (in INR) - to be certified by practicing Chartered Accountant as per format given in **FORM 10**
7	**Form 11**: Declaration of Quality Certification of Equipment (as applicable)
8	**Form 12:** Bidder should clearly mention in their technical bid about the quantity of the offered equipment / item readily available in ready stock with them and which can be delivered within 7 days as per format given below:

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

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

BOQ shall contain the financial quotes in respect of **Basic Price of Equipment (BP)**

(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 2 years**.** After 2 years escalation of price will be allowed as per CBDT.

Comparison of Financial Bids would be based on the quoted Basic Price of the equipment. 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 8 of Sec V) for equipment.

(ii) Cost of Consumables & Spares as per Form 9 (a) and 9 (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 WBMSCL. 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. Preventive Maintenance: The selected bidder should attend periodic planned preventive maintenances in the following manner:

Equipments	Mandatory preventive Maintenance Service (PMS) visit per year in warranty and CMC	Remarks
Haemodialysis machine	4	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.
ACT machine		
Adult fibre optic bronchoscope (of different sizes 4.8mm, 5.2mm)		
External defibrillator with pacer		
TEG machine		
Syringe pump stand		
Vibratory mesh nebulizer (VMN)		
ETO machine		
Plasma sterilizer		
Central monitor		

Portable Suction Machine		3. The procedure / checks of the preventive maintenances should be as per the guidelines prescribed in technical / service / operational manual of the original equipment manufacturer. Preventive Maintenance will also include testing, calibration, replacement of spare parts by new one, hardware / software up gradation and labour.
Forced Air Warmer		
Fluid Warmer		
Vibration free refrigerator for storage of Blood		
Fully Automated Coagulation Analyzer		
Fully Automated Biochemistry Analyzer		

The cost for Year wise CMC charges after completion of **2 years** warranty in percentage of the quoted price of the equipment in the BOQ to be paid to the selected bidder(s) in the manner as detailed in the table below:

ITEM	**CMC charges in percentage (%) for Year1**	**CMC charges in percentage (%) for Year2**	**CMC charges in percentage (%) for Year3**	**CMC charges in percentage (%) for Year4**	**CMC charges in percentage (%) for Year5**
Haemodialysis machine	3	3.25	3.5	3.75	4.0
ACT machine	3	3.25	3.5	3.75	4.0
Adult fibre optic bronchoscope (of different sizes 4.8mm, 5.2mm)	3	3.25	3.5	3.75	4.0
External defibrillator with pacer	3	3.25	3.5	3.75	4.0
TEG machine	3	3.25	3.5	3.75	4.0
Syringe pump stand	3	3.25	3.5	3.75	4.0
Vibratory mesh nebulizer (VMN)	3	3.25	3.5	3.75	4.0
ETO machine	3	3.25	3.5	3.75	4.0
Plasma sterilizer	3	3.25	3.5	3.75	4.0
Central monitor	3	3.25	3.5	3.75	4.0
Portable Suction Machine	3	3.25	3.5	3.75	4.0
Forced Air Warmer	3	3.25	3.5	3.75	4.0
Fluid Warmer	3	3.25	3.5	3.75	4.0
Vibration free refrigerator for storage of Blood	3	3.25	3.5	3.75	4.0
Fully Automated Coagulation Analyzer	3	3.25	3.5	3.75	4.0
Fully Automated Biochemistry Analyzer	3	3.25	3.5	3.75	4.0

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

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

35. 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 (Tender 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:**

Bidder has to comply with technical specifications except deviation(s) which will be considered minor and acceptable by the Experts to be engaged by WBMSCL. Bidders may have to arrange for a functional demonstration of the offered equipment, if desired by the Tender Inviting Authority (TIA).

A bidder will be considered technically qualified if, Comply with i) & ii) and qualify in iii) above

iv) Considering situation / urgent requirement of medical equipment arising due to COVID 19 pandemic, the bid of the Company / Agency who have previously failed to supply ordered equipment / item for COVID within the committed timeline (as per Form:12) may also be rejected even technically qualified . The decision of the Tender Inviting Authority in this regard is final.

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.**

If L1 bidder(s) fails to supply the selected equipment / item within the timeline of the tender, TIA may opt for L1 rate matching with L2, L3, L4.....bidders subsequently for the remaining required quantity.

TIA may initiate appropriate legal action followed by blacklisting of the L1 bidder as mentioned in the tender, if fail to supply the committed quantity of equipment / item in Form 12 within the stipulated timeline.

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

36. Responsiveness of Bids

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

36.2 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) <u>During technical evaluation of bids (verification of formal criteria)</u>:

- 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.

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

37. Examination of Terms and Conditions and Technical Evaluation

37.1 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.

37.2 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.

38. Domestic Preference

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

39. Financial evaluation

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

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

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

G. Award of Contract

41. Award Criteria

41.1 In the event of a Contract award, WBMSCL shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

41.2 Before the award of Contract, WBMSCL may inspect the manufacturing facilities of the lowest evaluated responsive Tenderer to assess his capability to successfully perform the Contract as per the terms and conditions specified in the NIT.

42. WBMSCL's right to vary quantities

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

43. Publication of Award of Contract

43.1 WBMSCL shall publish the Award of Contract in e-tender portal and its website wbtenders.gov.in, www.wbmsc.co.in, www.wbmsc.gov.in, www.wbhealth.gov.in.

44. Signing of Contract

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

44.2 Within *14 (fourteen)* days of receipt of the AOC, the successful Tenderer shall sign and return the agreement to WBMSCL along with the required value of Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL.

45. Performance Security

45.1 Within *14* days of receipt of the AOC from WBMSCL, the successful Tenderer, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL in accordance with the GCC, using for that purpose the Performance Security Form included in Section VI, Contract forms, or another Form acceptable to WBMSCL. WBMSCL shall promptly discharge the Bid Securities of the unsuccessful Tenderers pursuant to Instructions to Tenderers.

46. Failure of the successful Tenderer to submit the above-mentioned Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL and sign the agreement within 14(fourteen) days of issue of AOC shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

Note: - Working demonstration of all the offered goods within India shall be required to be arranged by the Tenderer before the Bid Evaluation Committee for technical evaluation, as and when requested to do so by the Technical Bid Evaluation Committee prior to the opening of the financial bids. The cost incurred for the tour of

the members of technical bid evaluation will be entirely borne by WBMSCL. Choosing of site for onsite physical demonstration from the list of installations submitted by a bidder / the institutes who have issued satisfactory certificate to the bidder shall be on the discretion of WBMSCL.

Section II. General Conditions of Contract

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

1. APPLICATION AND LEGAL STATUS OF THE PARTIES:

The General Conditions Of Contract incorporated in section –II shall be applicable for the purchase and / or supply & Commissioning of Medical equipment for setting up/augmentation of CCU/HDU facilities at COVID Hospitals of the State of West Bengal and to the extent the same are not superseded by the Special Conditions Of Contract prescribed under section III, section IV or Schedule of Requirement of this document.

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

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

2. DEFINITIONS:

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

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

3. CONTRACT PRICE;

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

4. PACKAGING OF THE GOODS:

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

5. TRANSPORTATION AND FREIGHT:

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

6. DELIVERY OF GOODS:

The SECOND PARTY shall hand over or make available the goods and the Consignees shall receive the goods (as per detail annexed in Section IV), at the place for the delivery of the Goods and within the time for delivery of the Goods specified a**s 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 a**s per table 6, Performance Security (PS) at Section I: Instructions to Tenderers under sub-section A. Important information at a glance** for an amount of 10% of the Contract Price (bid value)in full or in parts, valid up to 60 days after the date of completion of all contractual obligations, till the last date of warranty obligations.

11.2 Banks issuing Performance Securities must be acceptable to the FIRST PARTY, i.e. they have to be scheduled commercial banks.

11.3 Discharge of the Performance Security shall take place upon expiry of the Performance Security or the completion of all contractual liabilities of the Supplier as per as per table 6, Performance Security (PS) at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.

11.4 In the event of any amendment issued to the Contract, the Supplier shall, within 14 (fourteen) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.

12. WARRANTIES:

12.1 Goods Warranties:

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

12.1.1 The Goods, including all packaging and packing thereof, conform to the specifications of the Contract, are fit for the purposes for which such Goods are ordinarily used and for the purposes expressly made known in writing by FIRST PARTY to the SECOND PARTY and shall be of even quality, free from faults and defects in design, material, manufacture and workmanship under normal use in the conditions prevailing in the country of final destination;

12.1.2 If the SECOND PARTY is not the original manufacturer of the Goods, the SECOND PARTY shall provide FIRST PARTY with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided hereunder;

12.1.3 The Goods are of the quality, quantity and description required by the Contract;

12.1.4 The Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets.

12.1.5 Unless otherwise indicated in the Technical Specifications, this warranty shall remain valid for 1 (One) year after the Goods have been commissioned at the final destination indicated in the Contract subject to issue of certificate regarding date of commissioning issued by the consignee.

12.1.6 During the warranty, free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier during the period of warranty.

12.1.7 If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

12.1.8 The supplier shall, at all times, indemnify and keep indemnified the purchaser , free of cost, against all claims which may arise in respect of goods and services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent,

registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

12.1.9 The supplier shall be responsible and shall indemnify on account of any emission or radiation that may cause harm to the user of the supplied product.

12.1.10 The supplier shall visit each installation site as recommended in the manufacturer's technical/ service operational manual and as mentioned in the bid document during the warranty / CMC period for preventive maintenance.

12.1.10 The Goods shall be new and unused. The SECOND PARTY shall remain responsive to the needs of FIRST PARTY for any services that may be required in connection with any of the SECOND PARTY's warranties under the Contract. All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by the Consignee in accordance with the Contract. During any period in which the SECOND PARTY's warranties are effective, upon notice by FIRST PARTY that the Goods do not conform to the requirements of the Contract, the SECOND PARTY shall replace the defective Goods with Goods of the same or better quality or fully reimburse FIRST PARTY for the purchase price paid for the defective Goods; and if having been notified by any means, the SECOND PARTY fails to replace the defective Goods within 30 days, FIRST PARTY may proceed to take such remedial action as may be necessary, at the SECOND PARTY's risk and expense and without prejudice to any other rights which FIRST PARTY may have against the SECOND PARTY under the Contract. The reasonableness of the period of time granted for remedy is subject to the discretion of FIRST PARTY according to the circumstances of the Contract.

13. INDEMNIFICATION:

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

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

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

entirely at the cost of the bidder defend such suit, either jointly with the bidder or severely 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 at Section I: Instructions to Tenderers under sub-section A. Important information at a glance**

15. BLACKLISTING:

Any manufacturer or its subsidiary or the authorized distributor which has been black-listed by any Government Department/Agency in India during 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 Contact, Warranty 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 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 penalties shall be imposed against offences mentioned against each:

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

	agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee e. Lodging FIR

17. CHANGES IN QUANTITY:

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

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:

21.1. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution insurrection, flood earthquake or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the SECOND PARTY. The SECOND PARTY acknowledges and agrees that, with respect to any obligation under the contract that the SECOND PARTY must perform any delays

or failure to perform such obligation arising from or relating to harsh conditions within such areas shall not, in and of itself, constitute Force majeure under the contract. Further the SECOND PARTY acknowledges and agrees that scarcity of raw materials, power cut, workers unrest (even if wide spread) will not constitute force majeure under the contract.

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

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

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

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 beach 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. ARBITRATION:

28.1 Except for a dispute in connection with termination in which respect the decision of FIRST PARTY shall be final, any dispute between the parties arising out of or relating to this agreement which cannot be resolved through good faith negotiation shall be settled in arbitration, in terms of the provisions of the Arbitration and conciliation Act-1996(no.26 of 1996). The arbitration hearing shall be held in Kolkata only. The award of the arbitrator (s) shall be binding on both the parties. The cost of arbitration shall be borne by the respective parties.

28.2 Pending the submission of and / or decision on a dispute, difference or claim, or until the arbitral award is published, the party shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

29. 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.

30. QUALITY OF EQUIPMENT:

The equipment should have compliance with CE (European Conformity) standards & safety. In case the name of the offered model is not under the scope of the certification, the bidder will submit a notarized declaration in the format given in FORM 11: Declaration of Quality Certification of Equipment

Section III. Special Conditions of Contract

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

SCC -1	GCC - 6	**Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement** However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary. **The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:** I. **For Goods supplied from abroad** : **(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: 1. Commercial invoice, indicating the **West Bengal Medical Services Corporation Limited** as the Purchaser on behalf of the **National Health mission, 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; 2. 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 **National Health mission, 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; 3. Packing list identifying contents of each package; 4. Manufacturer's Warranty Certificate covering all items supplied;

		5. Manufacturer's Certificate of Origin covering all items supplied; 6. Original copy of the certificate of weight issued by the port authority/licensed authority and six copies; 7. 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; 8. Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC). 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. **II. For Goods from within India** (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: (i) Commercial invoice, indicating the **West Bengal Medical Services Corporation Limited** as the Purchaser on behalf of the **National Health mission, 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; (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; (iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC); (iv) Packing list identifying contents of each package; (v) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied; (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.
SCC -2	GCC - 30	**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.

SCC-3	GCC - 31	**Add clause GCC 31- The Comprehensive Maintenance Contract (Including Spare parts)** (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. (ii) The CMC includes repairs of entire system, preventive maintenance, testing & calibration, labour and spares and all software updates. (iii) The Comprehensive Annual Maintenance and Repair charges (after Warranty period) shall be paid quarterly in four equal instalments. (iv) Details of CMC requirements or otherwise, as spelt out in the Technical Specifications, will prevail over those given in this section.
SCC - 4	GCC -31.1	**Add GCC clause 31.1** For Warranty, as per table 8. Service Up time in Warranty at **Section I: Instructions to Tenderers under sub-section A. Important information at a glance.**
SCC - 5	GCC - 32	**Add GCC clause 32** 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.
SCC - 6	GCC -33	**Add GCC clause 33** The successful bidder shall undertake to supply the kit as per technical specification mentioned in **Section IV. Schedule of Requirements.**

Section IV. Schedule of Requirements

Contents

1. List of Consignee

Item No.	ITEM	QTY	Consignee List
1	Haemodialysis machine	4	S N Pandit Hospital
2	ACT machine	2	
3	Adult fibre optic bronchoscope (of different sizes 4.8mm, 5.2mm)	2	
4	External defibrillator with pacer	2	
5	TEG machine	1	
6	Syringe pump stand	18	
7	Vibratory mesh nebulizer (VMN)	10	
8	ETO machine	1	
9	Plasma sterilizer	1	
10	Central monitor	1	
11	Portable Suction Machine	8	
12	Forced Air Warmer	6	
13	Fluid Warmer	6	
14	Vibration free refrigerator for storage of Blood	1	
15	Fully Automated Coagulation Analyzer	1	
16	Fully Automated Biochemistry Analyzer	1	

Please note:

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

2. TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

Item No – I

Haemodialysis machine

1. Facility for Bicarbonate Dialysis.
2. Facility for sodium profiling, ultra filtration profiling, online clearance monitoring or equivalent technology and Bicarbonate profiling.
3. Facility for bicarbonate dry concentrate.
4. Automated disinfection and cleaning programs.
5. Microprocessor based safety monitoring and operation of machine.
6. Facility for Rinse, Hot Rinse and Hot disinfection with fixed time limit.
7. Facility for up gradation in future.
8. Facility for different dial sate flow range 300 to 800 ml/min
9. Dial sates temperature 35-39 centigrade.
10. Dial sate mixing ratio (default)1:1.83:34 and 1:34
11. Volumetric Ultra filtration
12. Ultra filtration rate 0-4 litre /h with accuracy ± 1%
13. Parameter display – ultra filtration goal, UF time, UF rate and UF volume.
14. Facility for arterial, venous, transmemberane pressure monitoring.
15. Arterial pressure monitoring range (-300) to +300 mm Hg, Accuracy ±10mm of Hg.
16. Facility for Arterial blood pump flow range 50-600 ml / min, Accuracy ±10%
17. Heparin pump delivery range 0-10 ml/hr with syringe size 20-50ml.
18. Facility for Air and blood leak detector.
19. Blood leak detector sensitivity less than or equal to 0.5 ml / min.
20. Facility for dialysis fluid conductivity range 12.8 – 15.7 mS /cm.
21. Heat disinfection 85% chemical disinfection at 85 degree centigrade.
22. Water inlet pressure 1.5-6 Bar
23. Water inlet temperature 5-30 degree centigrade.
24. Optional quote has to be offered for connecting the machine to network if the feature is available. Network connectivity (cabling) and PC will be provided by the tender inviting authority/user institution. (Rate quoted will not be taken for evaluation.) All other hardware and software required to connect the machines to the network shall be provided by the bidder and should have the following features.

a. Patient details including ID no, name, age etc.

b. Dialysis details including all dialysis parameters including set values and real time values and adequacy of dialysis simultaneously from any number of dialysis centres across Kerala.

c. Customised report of dialysis

25. Shall be able to view all other parameters centrally
26. Should have minimum 15-30 minutes battery backup for safety monitors and blood pump.
27. Should operate on mains 220-240Vac, 50 Hz single phase.
28. Should have safety certificate from a competent authority CE issued by a notified body registered in the European commission or US FDA Certificate.
29. The equipment should have rodent and insect proof design or the warranty shall cover all defects arising due to rodents and insects.

Item No – II

Manual Activated clotting time (ACT) machine

1. Equipment for assessment of Activated clotting time (ACT).
2. It should be compact & portable for bed-side testing.
3. It should have inbuilt mechanism to heat the cartridge.
4. Range 37.0.±2 Degree c.
5. It should require less than 2ml of blood for each test.
6. It should be capable of displaying two reports at one time.
7. Reagent and accessories for 100 tests to be supplied with machine.
8. Measurement range 0-1500 sec.
9. LED/LCD based screen for displaying results (fully digital display screen)
10. Environment-15degree-30degree C.
11. One Button Operation- Easy to Use.
12. Should be US FDA/EUROPEAN CE approved.
13. System should be microprocessor controlled designed to determine coagulation end points in whole blood, Citrated blood and plasma samples. Dual well testing method.
14. Accepts actalyte ACT tubes with celite, glass bead activator,
15. MAX ACT tubes with blended activator; all international technidyne Hemochron tubes. List of consumables with price frozen for 5 years should be quoted separately. List of users must be enclosed.
16. In case of malfunction/breakdown, the company should provide temporary back-up support within 24 hrs of registering the complaint till the time machine is repaired and returned. It should have a battery backup of 2 hrs.

Item No – III

Fiberoptic Bronchoscope

I. Fiber Bronchoscope

1. Should have minimum 100º field of view.
2. Should have a depth of field of 3 to 50 mm.
3. The insertion tube should have maximum 6mm diameter.
4. Should have at least 180º upwards and 90º downwards angulations.
5. Should have a total length 900 mm with working length of at least 600 mm.

6. Should have an instrument channel of at least 2.8 mm inner diameter.
7. Should have a light guide illuminating system.
8. Should be supplied with all standard accessories including different type of biopsy forceps, cleaning brushes and storage box.

II. Digital Camera System

1. Should be a single chip camera technology.
2. Should have composite video outputs and one S-video output.
3. Should have anti-moister filter for fiber scopes.
4. Should have fully automatic exposure control.
5. Should have automatic white balance with memory function.
6. Should have horizontal resolution of more than 450 lines.
7. Should provide compatible optical interface for the fiber bronchoscope supplied.
8. Should be supplied with 21" or more flat LED monitor.
9. Should work with input 200 to 240Vac 50 Hz supply.

III. LED Light Source

1. Should have 150 watts or more/ equivalent light source
2. LED Light Source
3. Light intensity control
4. Should have quiet operation
5. Should have light intensity indicator
6. Fiber optic light cable with straight connector size 4.8mm or above, length 300 cm or above , heat resistant

IV. Others

1. Should be supplied with suitable trolley
2. Trolley should have at least 5 power sockets to connect the camera, monitor etc.

V. Battery Operated Light Source

1. Should be light weight, LED light, battery operated, rechargeable type, charger to be provided

VI. Should be supplied with standard accessories and additional battery for battery operated Light Source

VII. Should have safety certificate from a competent authority CE issued by a notified body registered in European Commission / US FDA certificate

VIII. A laptop should be supplied with the following specifications - 1TB HDD, 4 GB RAM, i5 processor, 15 inch monitor, branded laptop Dell/ HP, mouse, Video grabber card, and software with necessary cables to connect the video. The software should be able to generate reports by including the images and the findings

Item No – IV

External defibrillator with pacer

1. Biphasic, Manual and AED with voice prompt, compact and light weight
2. Energy selection 5J or less to 200J in steps
3. Momentary energy selection access on frontal panel

4. Should have adult and paediatric paddles integrated on same handle
5. Manual charge key on front panel and on the apex hand
6. Monitor 5" or more should display selected and delivered energy
7. Should have disarm facility
8. Energy should be delivered within 30ms after the detected R wave in synchronization mode
9. Charging time maximum 7 sec for 200J
10. Should have battery backup (3 to 4 hrs) / minimum for 50 discharges of 200J
11. Should have ECG inputs through paddles or 3 lead cables
12. Should have display for selected ECG input source (I, II, III paddles)
13. Lead off message should appear with alert tone
14. Amplitude gain of ECG waveform should be adjustable
15. Should have display for heart rate
16. Should have alarm for high and low HR
17. Should have an inbuilt thermal recorder-paper size 50 mm or more, paper speed 25 mm/sec
18. Should have enable / disable option for printer
19. Should supply 2 bottle of jelly, 12 roll of thermal paper
20. Should supply three pairs of AED pads
21. Should operate on mains 230 V, 50 Hz
22. External pacing facility
23. Environmental Factors:
    - 23.1. The unit shall be capable of being stored continuously in ambient temperature of 10 – 40^0C & Relative Humidity of 15 – 90%
    - 23.2. Shall meet IEC – 60601 – 1 – 2:2001 (or Equivalent BIS) general requirements of safety for electromagnetic compatibility
    - 23.3. Shall be capable of operating continuously in ambient temperature of 10 – 40^0C and Relative Humidity of 15 – 90%
24. Power Back-up:
    - 24.1. Power input: 220 – 240V / 50Hz Single phase or 380 – 400V AC 50 Hz three phase fitted with appropriated Indian plugs and sockets
25. Standards, Safety & Training:
    - 25.1. Should be US FDA or European CE approved product
    - 25.2. Manufacturer should have ISO certification for quality standards

Item No – V

THROMBOELASTOGRAPH (TEG) ANALYZER

1. Complete clot analysis system with computer-based feedback for individual component-based clot analysis
2. Must provide all parameters in every single reading like initiation of clotting, maximum amplitude, beginning of fibrinolysis, shear angle etc. as a dynamic graph

3. Two (2) independent measuring channels per analyzer, up to eight (8) channels per computer.
4. Must include all cables and parts required to connect to the computer system.
5. Cup-drive-line-synchronized, with synchronous motor.
6. Each independent measuring channel must provide complete information under one roof (not in isolation) from clot formation to clot lysis.
7. Device must perform Native, Citrated whole blood, heparinised and citrated heparinised samples.
8. Device should have an Analog to Digital converter box.
9. Software should have facility to view results of all eight channels simultaneously, allow to view/print previous data, store data, ease data management.
10. Monitoring software and hardware (compatible computer with printer) must be provided.
11. Device must perform the platelet mapping test and monitor the adequacy of LMWH.
12. Should perform Electronic, Mechanical and Biological Calibration.
13. Temperature control- individual temperature control for each column.
14. Measuring Technique-Shear elasticity of a coagulating sample, determined by motion of the pin.
15. Transducer- Electrical-mechanical transducer of movement of torsion wire connected to the suspended pin.
16. Sample Volume- 360-500 ~I
17. Power - External Power supply as per Indian standards; capable of running on battery back-up
18. Should be ready-to-use at all times; Initial Warm-up time- less than Five (5) minutes to warm sample.
19. Dimensions- not more than 35 cm in any dimension so that can fit a small trolley/tabletop
20. Weight - about 5-7 kg
21. Adequate disposables, reagents and kits must be supplied for optimum running of the system for at least two years (guarantee period)
22. Should be European CE or US FDA or BIS approved
23. Training must be provided to required number of hospital staff including nurses for optimum use

Item No – VI

Syringe pump stand

1. Should be capable of holding at least 6 syringe pumps with power points.
2. Body of the stand should be SS-302 made.

Item No – VII

Vibratory Mesh Nebulizer (VMN)

1. Should be capable of nebulising wide range of products both water based, alcohol based and suspension.
2. Adaptable flow (per head) : range 200 µL / min to 20 ml/ min
3. Mesh configuration:
   a. Aperture size (µm): 3–9
   b. Aperture distance (µm) L 75–450
   c. Number of apertures: 279–4606
   d. Total aperture area (mm^2): 10^{-3}–10^{-1}
4. Driving mode:
   a. Frequency (kHz): 150, 200, 300
   b. Current (mA): 10–600
   c. Voltage (V): 0–100
5. Delivery method: Syringe pump and cotton wick

Item No – VIII

ETO Sterilizer

1. The ETO gas sterilizer should be fully automatic type for sterilization of heat sensitive goods such as anesthetic tubing and endoscopes etc.
2. The sterilization chamber should be double walled, corrosion and gas resistant of suitable alloy. The inner surface should be smoothly finished to minimize gas deposits. The chamber shall be insulated against heat emission and the jacket shall be connected to the warm water circulation arrangement.
3. The sterilizer door shall have a quick release locking arrangement with door opening.
4. Suitable safety interlocking arrangement shall be provided for the door so that the sterilization process does not start unless the door is properly locked in position and during the program run it should not open.
5. The sterilizer shall be provided with a suitable vacuum pump and gas trap to separate and evacuate the gas.
6. The sterilizer shall be provided with an automatic programmable panel with memory for preset operating sequence of all programs of operation. Monitoring instruments should be provided with the ETO for proper operation and monitoring of sterilizing process such as pressure manometer, thermometer, limit selector for temperature and pressure etc.
7. The ETO sterilizer should be able to operate for the minimum essential following cycles programmes:

a. Sterilization cycle for heat sensitive objects that ensure temperature from 40-55o with subsequent aeration for protection of the operating personnel.

b. Aeration cycle/program to extract residual gas out of the sterilized objects after each sterilization cycle.

c. Automatic chamber evacuation cycle with subsequent venting before releasing the door lock for opening, thereby prohibiting exposure of the operating personnel by gas dissolving from the chamber walls during shutdown period.
d. Gas disposal arrangement / catalytic converter.
e. Capacity: 130 to 150 litres
8. Sterilization gas: 100% Ethylene oxide.
9. Sterilization method: Cold sterilization of heat sensitive materials.
10. Temperature: Cold and Warm Temperature cycle.
11. No. of doors: One.
12. The Machine should have micro controller for process sequence control like program, preparation, humidification, sterilization, aeration, completion, remaining time & operation record etc.
13. System Configuration Accessories, spares and consumables
a. Sterilization basket of suitable size 1 No.
b. ETO gas cartridges 50 Nos.
c. Compressor for degassing
d. Packing Material with Chemical Indicator and dispensor of four different sizes two rolls each
e. Sealing machine (1#) as per specification given below
f. Biological indicator 5 sheets.
14. The entire unit & Gas cartridges should be EPA (Environmental Protection Agency or certified for Government authority in India. Statutory concerned with Environment protection & occupational safety regulations applicable). Certificate should be provided with the technical bid.
15. Shall meet IEC-60601-1-2:2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility. Or should comply with 89/366/EEC; EMC directive.
16. The unit shall be capable of being stored continuously in ambient temperature of 0 - 50 deg C and relative humidity of 15-90%.
17. The unit shall be capable of operating continuously in ambient temperature of 10 - 40deg C and relative humidity of 15-90%.
18. Should have built in alpha numeric printer to be available to monitor continuously all the vital sterilization parameter like temperature, vacuum , time etc. Printing paper 10 Roll.
19. Power input to be 220-240VAC, 50Hz
20. On line UPS of suitable rating with voltage regulation and spike protection for 60 minutes back up.
21. Shall meet International Organization for Standardization. Biological evaluation of medical devices. Part 7: ethylene oxide sterilization residuals [standard]. 1st ed. ISO 10993-7. 1995 (reaffirmed 2001). OR Any international/ National standard for ETO Safety.
22. Local Pollution Control Board clearance is mandatory.
23. The price quoted should be inclusive of installation charges and the complete installation should be done/ arranged by the supplier including exhaust above the building level.

24. Should have safety certificate from a competent authority European CE or US FDA Certificate
25. The cost of additional ETO cartridge shall be quoted and rate offered will be considered for L1 evaluation and the rate shall be fixed for a period of at least 3 years from the date of price bid opening.

Item No –IX

Plasma sterilizer

1) A Low temperature hydrogen peroxide plasma/gas technology based high speed sterilization system.
2) The sterilizer should use low temperature H_2O_2 (Hydrogen Peroxide) plasma/gas sterilizer technology.
3) Should have cycle temperature of less than 55 degree Celsius.
4) Should be environment friendly and have no toxic by-products
5) Should have sterilization chamber more than 100 Litres usable volume with removable shelf.
6) Should have Microprocessor controlled system with clear user interface for control and display of cycle phases & parameters.
7) Should have inbuilt printer and touch screen LCD control panel
8) Should not have a need for to have additional Dryer Machine.
9) Should be easy to install without and civil/plumbing work and should be mobile on wheels for easy movement.
10) Should be European CE or US FDA approved. The process of the sterilizer has to be certified with EN ISO 14937 (certificate should be attached)
11) Should completely monitor its operations with clear LCD display and alarms.
12) Total cycle time should not be more then 40-50 minute.
13) The concentration of hydrogen peroxide should not exceed 50% to 60 %.
14) Must be able to sterilize flexible lumened instruments with inside diameter of 1 mm and length of 1000 mm or more without any additional accessories like booster/adapter. proof of lumen claim should be attached with the bid .
15) Should be able to sterilize rigid stainless steel lumened instruments with inside diameter of 1 mm and length of 500 mm.
16) The system should operate on single/three phase supply with no additional requirement for civil work like plumbing, water and drainage etc.
17) There should be minimum 10 installations with performance certificates for quoted model in India preferably in govt. institutes.
18) Should be supplied with all accessories like Incubator, Sealing machine. The machine should be provided with all the consumables needed to make the machine fully functional. The machine should be supplied with all the consumables required to run for a minimum of 200 cycles.
19) Should be supplied with printer paper and Printer Ink cartridge – 10 each

20) Should be supplied with minimum of six instrument trays and matching instrument tray mats (silicon) of three different sizes and lids.
21) Should also quote the prices for tender bill for consumables –
I. H_2O_2 Liquid Sterilant
II. Chemical Indicator Strips
III. Chemical Indicator Marked record keeper (Card/stickers)
IV. Biological Indicator vials
V. Packaging rolls in various sizes

Item No –X

Central Monitoring System

(Should be compatible with Efficia CM 120)

1. Central monitor should display waveform and numeric data of up to 16 bedside patient monitors.
2. All bedside monitor should be connected to central monitor through LAN - Wired connection. It should have option for Wireless or mixed (Wired and Wireless) network system.
3. Should have 21'' LCD display.
4. Should be able to connect 16 monitors or more
5. Setting of alarms should be more efficient & should be able to set all parameter limits in one window.
6. Should be able to assign frequently used operations to function keys for easy operation
7. Should have time linked 72 hours review of numeric and graphical trend data, along with 72 hours review of arrhythmia recalls, alarm history.
8. Should have 72 hours full disclosure of upto six selectable waveforms.
9. Safe shutdown of the system, preserving data in case of sudden power loss should be possible.
10. Bidirectional communication including NIBP monitoring
11. Facility to retain the data in case of a change of a Monitor at the Bedside.
12. Alarm Events should be in graphical form
13. Should be upgradeable to HL7, HIS.
14. Includes PC, installation, cabling and networking
15. The rate offered should include all hardware required for connecting monitors except cabling which includes necessary network switches, Patch panel, 4U wall rack, etc.
16. The cost of cabling to be quoted separately in the BOQ.

Item No –XI

Portable Suction Machine

To be used at OT.

1. Should be designed for draining blood and other fragmetic secretions in operation room and emergency room in hospital.
2. Should be fitted with oil immersed noiseless motorized vacuum pump.
3. Cabinet made from stainless steel.
4. Two glass jars on the top of having minimum capacity of 2ltrs fitted with rubber air tight lids and overflow safety device.
5. Should be supplied with adequately long pressure tubing providing required pressure.
6. Should have vacuum control by knob.
7. Should be mounted on four caster wheels.
8. Should have motor of 1/4Hp capacity and power consumption not more than 250 Watts
9. Should have vacuum at least between-100mmHg to at least 575 mmHg (-75 kPa).
10. International standards: The unit should comply with international standards and should have CE or FDA marking.

Item No –XII

Forced Air Warmer

1. Should have the facility for Forced Air warming.
2. Should have Two Air flow setting for the air flow 48cfm / 32cfm for adult and infant patient in same machine.
3. Should have single Hose for all type/Size of Blankets.
4. Should have at-least 3 temperature control sensor
5. Should have over temperature sensor at the end of the Hose.
6. Should have Digital Hour Meter
7. Should have microprocessor control system to allow a multi-staged Heater.
8. Three heater elements to eliminate flicker of OR lighting.
9. Should have Temp. Range – Ambient to 43°C + 1.5°C Max.
10. Should have High Efficiency Air Filter of 0.2 Micro size.
11. The weight of Equipment should be less than 8.0 kg.
12. Should distribute even temperature across the blankets and patient.
13. Blanket should not be more than 160 gm. weight.
14. Should have safe warming avoids tissue damaging.
15. Should have Facility to use Blood / Fluid and Patient warmer at the same time.
16. Should ensure even temperature from head to toe.
17. The equipment should have easy attachment to IV pole, Bedrail or Freestanding.
18. Should have service facility locally.
19. Meet Regulatory standard for leakage current.
20. The company and its products should be registered with the European CE or US FDA.

Item No –XIII

Fluid Warmer

1. Flow Rates should be maximum 1500 ml/ hour
2. Should have temperature prefixed at 37 Degree Temperature
3. Should be easily transportable
4. Should able to attach to I V pole and standard electrical sockets
5. Should use dry heat technology/ multichannel counter current heat exchanger/ equivalent technology
6. Should have audible and visual alarms for Temperature
7. Should have automatic cutoff for set temperature
8. Should be easy to use and to clean
9. Calibration certificate should be issued during the installation
10. 5 disposable adult and 1 no. of paediatric warming sets should be supplied along with each machine
11. Warm up time should be less than 60 seconds
12. If available- Consumables with built in filter should be provide.
13. Should have safety certificate from a competent authority European CE or US FDA Certificate.

Item No –XIV

Vibration free refrigerator for storage of Blood

1. **Purpose of Equipment**: A refrigerator for storing whole blood or red cell packs in a blood bank.
2. **Type of Equipment**: Compression type refrigerator that uses CFC–free refrigerant gas/ green gas.
3. **Capacity**: 150 Ltrs.
4. **Type**: Vertical
5. **Construction**:

- Internal: Stainless steel (min. 22g).
- External: Corrosion Resistant (CR at least 1mm thickness).
- External Paint: Heat resistant, minimum 7 tanks process (Duly certified by the manufacturer).
- CFC - free insulation.
- Drawers: Roll out type, Stainless steel scratch resistant material, perforated on the

bottom for perfect and homogeneous distribution of cold air. The separators, if provided in the drawers, should be such that blood bags are held in a vertical position with the label side visible. There should not be any obstruction while rolling out the drawers for loading or unloading purpose.

- Door:
  - Glass door, opening angle should be minimum 90° or more.
  - Insulation and gasket should be silicone/rubber.
  - Good quality Polyurethane Insulation should be minimum 50 mm.
  - Door opening audio and visual display alarm.

6. **Temperature range**:
   - 2°C to 6°C adjustable / factory set temperature with setting accuracy of ±0.5°C (or better).
   - User Parameter settings: set point, high alarm point, low alarm point, buzzer off time, C/F Temperature choice.
7. **Electrical Characteristics**: Input voltage: 220/240V 50Hz.
   - A line voltage corrector of appropriate rating will form part of standard configuration.

     The servo voltage corrector should be capable to correct input voltage range from 160 – 280 V AC to 220/240 VAC , 50Hz.
8. **Minimum Compressor Starting Voltage**: 22% below nominal voltage.
9. **Internal Temperature Control**:
   - Electronic temperature control, range +2 °C to +6 °C with setting accuracy of ±1 °C whatever the load.
   - Fan air cooling.
10. **External Ambient Temperature**: Performs in an ambient temperature of +10 to +33°C
11. **Hold-Over Time**: A full load of blood packs at +4 °C (±1 °C) takes at least 30 minutes to rise to above +6 °C
12. Internal temperature hold over time in case of power failure should be at least 1.5 hours, if door not opened.
13. **Cooling Down Time**: A full load of blood packs at +25 °C takes a maximum of 1 to 3 hrs for all the packs to reach below +6 °C.
14. **Temperature Monitoring:**
    - Digital temperature (LED) display with 0.5°C or lower gradation.

- Microprocessor based temperature controller with integrated audio visual temperature and power alarm function with digital monitoring display.
- Independent safety thermostat to avoid negative temperatures.
- At least 2 Temperature Sensors: Sensor for temperature monitoring shown on front display, Sensor for managing use of compressor.

15. **Temperature recording device**

- Visual and audible alarm system indicating unsafe temperatures.
- Battery backup for alarm and temperature recording device.
- Facility for remote alarm.
- Seven days circular chart recorder.
- Seven days graphic temperature recorder with range of -5°C to +20°C (at least) with data logger & program reader, with supply of free circular charts for a period of warranty.
- Ideal compressor running time of 27% at room temperature.
- Door locks should be available.
- Audio and visual alarm for variation in temperature.
- Interior lighting.
- External ambient temperature +10°C to +40°C.
- Auto defrosting.
- Cooling time – Maximum 1 to 3 hours for all the packs to reach below +6°C.

16. **Certifications:**

- **Product certification:** European CE or BIS

Item No –XV

Fully Automated Coagulation Analyzer

1. System: Fully automated random-access coagulation analyzer with multiple measuring modes for clot based, chromogenic and immune turbidimetric tests.
2. Test panel/ Assay: provisions for PT, APTT, FIB, TT, Extrinsic Factors & Intrinsic factors (Factor 2, 5, 7, 8, 9, 10, 11, 12), ATIII, DRVT Screen & Confirm, Chromogenic Protein C, Chromogenic free Protein S and D-dimer.

The cost/ test (Rate offered must be inclusive of GST) should be provided for the test/ assay mentioned in the BOQ which will be taken for evaluation.

The cost/ test should be calculated as per the following criteria and cost of one test should be mentioned in the BOQ.

The cost (inclusive of GST) of all reagents, consumables, accessories, dead volume, cuvettes, balls, cleaner or equivalent solution which are required to perform 100 test/ assay at a time should be considered.

For e.g. to perform 100 tests, 2 cleaning process may be required, in such case the cost of 2 cleaning procedures divided by 100 shall be included in the cost per test. Similarly

all reagents, consumables, accessories, dead volume, cuvettes, balls, etc required to perform 100 tests divided by 100 shall be included in the cost per test.

3. The bidder should produce a certificate from the manufacturer stating that all the above tests can be performed and validated in the instrument.

4. The consumption/ volume of reagent, dead volume, accessories, consumables, cuvette, balls, and any other items which are required to conduct 100 test / assay of all parameters should be mentioned in the offer form. The consumption specified and the rate offered in the BOQ should tally. The price bid will not be considered for evaluation if any discrepancy in the quantity mentioned in the offer form and price bid.

5. The standard pack size and rate for the above parameters should also be mentioned in the BOQ (Ensure the pack size and the rate is used for calculating the cost/ test calculation). This rate shall be fixed for 3years.

6. The number of QC reagent required to perform QC test for the above listed parameters should be mentioned in the offer form. The cost along with pack size of the QC's should be mention in the BOQ and which will not consider for L1 evaluation.

7. The number of calibrators required to calibrate the above listed parameters should also be mentioned in the offer form. The cost along with pack size of the calibrators should be mention in the BOQ and which will not consider for L1 evaluation

8. Test / Assay Principle: Clot Based, Chromogenic & Immunoturbidimetric Assay.

9. Main Detection Methodologies: Electromagnetic Ball method / Photo optical Method / Optical Density for chromogenic & Immunoturbidimetric tests.

10. Light source: Two or more wavelength with optical clot waveform analysis/ optical measurement 11. Sample handling capacity: Rack / drawer system with 25 sample tubes with continuous loading facility. Any tube adaptation including paediatric Eppendorf and pour-off. STAT any time and any position.

12. Reagent handling capacity: Minimum of 20 reagent position with continuous rack / drawer loading.

13. Reaction cuvettes: Minimum 400 test cuvettes loading capacity with > 400 test walkaway facility, and continuous loading of consumables during analyses.

14. Throughput of: ?120 Test / hour for PT + APTT, PT+ APTT + FIB ?100 test / hour

15. Open system: for any coagulation reagents with at least 80 numbers of assay definitions.

16. Assay Calibration: with multiple calibrations curve with automatic Dilution options.

17. Quality control: Fully fledge QC program with Levey Jennings charts, Westward rules modules. 18. Operating interface: Icon based touch screen software.

19. Maintenance: Fully automated task with less than 10 minutes per day. Maintenance free fluidic and optical system.

20. Alarm system to detect any error in the system/ operation.

21. UPS with backup suitable for the machine.

22. Machine should be working in at least two reputed lab/medical college.

23. Should have safety certificate from a competent authority European CE or US FDA certificate.

Item No –XVI

Fully Automated Biochemistry Analyzer

Automatic Bio Analyzer (open system) Minimum Throughput: 400 Samples

1. Analytical System: Fully automated, random access chemistry system with STAT capability
2. Analytical Principle: Spectrophotometry and potentiometry
3. Analytical Types: Endpoint, rate, fixed point and indirect ISE
4. Analytical methods: Colorimetry, turbidimetry, latex agglutination, homogeneous EIA, indirect ISE
5. Simultaneously processed Analytes: 60 photometric tests + 3 ISE, 120 pre-programmed onboard tests
6. Through put : 400 or more photometric tests per hour
7. ISE, through put: 200 or more samples per hour
8. Sample through serum, plasma, urine, other
9. Sample fedder racks/carousel with 10 sample each (barcodes on primary tubes and on racks): capacity of 80 samples; continuous loading
10. Sample tubes: Primary and secondary tubes; diameter from 11.5 to 16 mm; height from 55 to 102 mm, nestled micro sample cups.
11. STAT sample positions 20 or mre. Easy to operate interrupts between tests auto repeat run capability.
12. Sample volume: 2-25 µl or more in 0.1 µl steps (1-25 µl for repeats)
13. Reagent capacity: Minimum of 50 positions for R1+R2, detergent position. Should hold minimum 5 to 50 ml or more volume capacity bottles.
14. Reagent storage: Refrigerated (4°C-12°C)
15. Reagent volume: R1:10-250µl; R2: 10-250µl; (in 1µl increment)
16. Total reaction volume: 90-350 µl or wider.
17. Reaction cuvette: Permanent glass cuvettes/ re-usable cuvette to be provided free of cost for a period atleast for 7 years.
18. Reaction time: Upto 8 minutes, 37.5 seconds
19. Reaction incubation: 37°C, dry bath
20. Photometry System: Direct assay through the reaction cuvette (0-3.0 OD) mono and bichromatic measurements possible
21. Wavelength: 12 different wavelengths between 340 -750 nm or wider
22. Should have facility for autocalibration
23. Rerun:
24. Auto rerun and manual rerun available
25. Automatic sample increase, decrease or normal repeat
26. Preferably Reflex testing facility
27. Should have facility for sample pre-dilution
28. Test requisition: Individual and profile test requisition via online, mouse, function keys and touch screen.

29. Sample Integrity: Lipaemia, Haemolysis and icterus analysis. Sample clot detection and probe crash protection
30. The system should be supplied with a water treatment plant including iron removal filter with a capacity to run the machine round the clock.
31. Should have facility for uni and bidirectional communication
32. Data storage: Minimum 100,000 nos. of samples and 200,000 nos. of tests
33. Should have Levy – Jennings or X (bar) M QC facility
34. Should have European CE or US FDA approval

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. Labelling & Packing

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

a. Procured by: WBMSCL Ltd.
b. Serial Number:
c. Toll Free No.:
d. Mobile No.:
e. Email:
f. Facility Asset No.:
g. Warranty upto:
h. Contact detail of Supplier:

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 the letter head of the company)

Date: .....

Bid Reference No.: _____

Name of Contract: Supply & Commissioning of equipment for setting up facilities at COVID Hospitals of the State 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-xx/2021 (Schedule-…..), dated xx.04.2021** and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to supply and commissioning of equipment(s) for said facility 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 180 days 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)** years 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)** years.

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 India 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 last 5 years.

h) There is no adverse report against the equipment offered by us in any Govt. institution.

i) We will permit WBMSCL or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the WBMSCL.

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.

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 up to 40% (forty percent) above or 40% (forty percent) below the required quantity under this tender.

(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 and signed

Name……

In the capacity of……

Signed ……

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 to be submitted online / offline during bid submission or else the bid would be liable to be summarily rejected.

Note 4: The bidders should also note that after opening of the technical bids, if any document other than those noted under note 3, is found wanting, WBMSCL shall reserve the right to allow late submission of such document in hard copies at its discretion within a specified time limit.

Non statutory documents to be submitted under <u>My Document</u>				
Sl. No.	**Activity**	**Yes/No/NA**	**Page No in the Bid**	**Remark**
1	PAN Card			
2	GST registration Certificate			
3	License from Government/ Statutory Authority as applicable (For FY 2021-22) OR Registration with the Registrar Of Companies, if applicable.			
4	Performance Statement Form (For the period of last three calendar years ending December 2020) - **Form 7** of Section V Submitted document should be supported with 3. Work order / supply order copy 4. Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility / laboratory) 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			
5	Income Tax returns for assessment year (2017-18, 2018-19 & 2019-20)			
6	Tender Form as per **Form 1**			

7	Manufacturer's Authorization (If applicable) as per **Form 6** of Section V			
8	List of installations & commissioning of offered model. (self declaration)			
9	P/L & Balance sheet 2017-2018			
10	P/L & Balance sheet 2018-2019			
11	P/L & Balance sheet 2019-2020			
BID - A				
Sl. No.	**Activity**	**Yes/No /NA**	**Page No in the Bid**	**Remark**
11	Earnest Money Deposit (EMD) (Copy of the receipt of online submission of EMD/screenshot)			
12	Declaration of the bidder on letter head that "We agree to submit a copy of the Tender Documents and its Amendments and Addendums thereto duly initialled by us in all pages with our seal/ rubber stamp affixed thereto, in token of acceptance thereof."			
BID - B				
Sl. No.	**Activity**	**Yes/No/NA**	**Page No in the Bid**	**Remark**
13	Model of the equipment offered for **(Self Declaration)** with Technical Data Sheet			
14	Comparative Data Table of the Technical Specifications (**Form No. 4** of Section V)			
15	1 set of Brochure of the offered product / model.			
16	CE ("Conformité Européene") Certificate/ US FDA / BIS (as applicable as per technical specification) CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits			
17	AERB type approval certificate (for Schedule I)			
18	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2017-18, 2018-19 & 2019-20) (in INR) - to be submitted on company letter head as per format given in **FORM 10**			
19	**Form 11**: Declaration of Quality Certification of Equipment (as applicable)			
20	**Form 12:** Bidder should clearly mention in their technical bid about the quantity of the offered equipment / item readily available in ready stock with them and which can be delivered within 7 days as per format given below.			

Form 3a: Consignee Receipt Certificate (CRC)

(To be issed by consignee's authorized representative)

West Bengal Medical

[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:	
..... (Signature & Office Seal of authorized representative of Consignees with date) [Name and designation of the signatory to be written capital letter]	
..... (Signature & Office Seal of Head of the Institute / Hospital with date) [Name and designation of the signatory to be written capital letter]	

Form 3b: Satisfactory Installation Certificate (SIC)

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

West Bengal Medical Services Corp. Ltd.

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 :

P.T.O. →

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 4: TECHNICAL SPECIFICATION FORM

(Comparative Data Table)

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

Schedule No. ___ :

WBMSCL's minimum Technical Requirements	***Please fill-in***

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

YES NO

ANY DEVIATIONS MUST BE LISTED BELOW:

Form 5: BID SECURITY (BANK GUARANTEE) FORM

DELETED

Form 6: MANUFACTURER'S AUTHORIZATION FORM

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

Date:
NIT No.:

To:
MD, WBMSCL

WHEREAS

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

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

Authorised Signatory of the Manufacturer_____

Name_____

Designation with stamp_____

Date_____

Form 7: PERFORMANCE STATEMENT FORM

(For the period of last three calendar years ending December 2020, if applicable)

Bid no:_____ Date of Opening:_____

Name of the Firm _____

Order placed by (Full address of purchaser)*	Date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Proof of Installation or Proof of Payment*
				As per Contract	Actual	

Signature and seal of the Tenderer

_____

***Order copies to be submitted**

*** Proof of Installation or Proof of Payment to be submitted**

Form 8: STATEMENT OF BREAKUP OF DUTIES AND TAXES

Sl. No.	Particulars	Percentage	Price (In INR)
1	Basic Price of equipment		
2	Applicable GST		
Gross Price			

Form 9(a): PRICES FOR CONSUMABLES

Sl. No	Items	All inclusive cost of 1(one) number in INR + GST
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 period.

Form 9(b): PRICES FOR SPARES

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

Form 10: 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 (2017-18, 2018-19 & 2019-20) is Rs. ……. as per the Audited Accounts of the Organization.**

Signature and seal of the company

_____

Form 11: DECLARATION OF QUALITY CERTIFICATION OF EQUIPMENT

(to be on the company letter head)

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

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

DEPONENT"

Form: 12

Item No.	ITEM	QTY	Available in ready stock and which can be delivered within 7 days	Quantity which can be delivered within next 7 days	Quantity which can be delivered within next 7 days	Quantity which can be delivered within next 7 days	Remarks, if any
1	Haemodialysis machine	4					
2	ACT machine	2					
3	Adult fibre optic bronchoscope (of different sizes 4.8mm, 5.2mm)	2					
4	External defibrillator with pacer	2					
5	TEG machine	1					
6	Syringe pump stand	18					
7	Vibratory mesh nebulizer (VMN)	10					
8	ETO machine	1					
9	Plasma sterilizer	1					
10	Central monitor	1					
11	Portable Suction Machine	8					
12	Forced Air Warmer	6					
13	Fluid Warmer	6					
14	Vibration free refrigerator for storage of Blood	1					
15	Fully Automated Coagulation Analyzer	1					
16	Fully Automated Biochemistry Analyzer	1					

Above mentioned format should be uploaded / attach with **Bid B** of the tender document.

1. If L1 bidder(s) fails to supply the selected equipment / item within the timeline of the tender, TIA may opt for L1 rate matching with L2, L3, L4.....bidders subsequently for the remaining required quantity.

2. TIA may initiate appropriate legal action followed by blacklisting of the L1 bidder as mentioned in the tender, if fail to supply the committed quantity of equipment / item in Form 12 within the stipulated timeline.

Section VI. Contract Forms

Form 1: PERFORMANCE SECURITY

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

Date: *[insert date (as day, month and year) of Bid Submission]*
ITB No. and title*: [insert no. and title of bidding process]*

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

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

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

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

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

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s[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.

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

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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."*