Notice Inviting e-Tender

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

Phone No (033) 40340308/319
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SUPPLY AND COMMISSIONING OF MEDICAL EQUIPMENTS FOR BLOOD COMPONENT SEPARATION UNIT FOR THE HOSPITALS AND MEDICAL COLLEGES OF THE GOVT. OF WEST BENGAL.

(Submission of Bid through *online*)

Bid Reference No.: WBMSCL/NIT- 76 /2018	**Dated-25.04.2018**

1. West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Government of West Bengal to procure on their behalf **Blood Component Separation Units** to be supplied to various healthcare establishments of the Govt. of West Bengal.

2. WBMSCL hereby invites bids from eligible and qualified Tenderers for the supply of **Blood Component Separation Units** as per Schedule of Requirement.

3. Intending Tenderer may download the tender document from the e-tender portal of Govt. of West Bengal at wbtenders.gov.in and the website of WBMSCL at www.wbmsc.gov.in. The submission of bids should only be through online at wbtenders.gov.in. Earnest money is to be submitted in the form of Bank Guarantee / Online in favour of 'West Bengal Medical Services Corporation Limited' on any scheduled bank payable at Kolkata.

4. Non statutory documents, Bid – A, Bid – B & Bid – C are to be submitted concurrently.

Sd/-
Managing Director,

Table for Important Dates

Sl.	Items	Date(s)
1.	Date of uploading of N.I.T. Documents (online) / Date of Issue / Published on	26.04.2018
2.	Documents download start date (Online)	26.04.2018
3.	Date of **Pre Bid Meeting** with the intending Tenderers in the Conference Hall of **West Bengal Medical Services Corporation Limited**	07.05.2018 at 12:30 PM
4.	Bid submission start date (On line)	11.05.2018
5.	**Bid submission closing (On line)** Bid submission includes: i) Non statutory documents to be submitted under My Space (Each sub-category item should be in multiple page single PDF file) ii) BID – A (Should be in multiple page single PDF file) iii) BID – B (Should be in multiple page single PDF file) iv) BID – C (BOQ and price of consumables & spares etc.) **Detailed list of documents annexed at Section V Check-List Form** Non-statutory document (document uploaded in My Space), 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 number.**	21.05.2018 up to 05:00PM
6.	Last date of submission of all hard copies of the documents uploaded in e-tender during bid submission **except BOQ** at the registered office of WBMSCL in two separate envelopes, i) **In one envelope:** Earnest Money Deposit ii) **In the other envelope:** The hard copies of the uploaded documents **(except BOQ)** arranged in the same sequence as given in the Check List and copy of acknowledgement generated by e-tender portal against the documents uploaded during bid submission. All the documents should be appropriately flagged.	24.05.2018 up to 02:00 PM
7.	Bid opening date for Technical Proposals **(Online)** (Bid A & B)	24.05.2018 after 02:00 PM
8.	Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the technical bid evaluation	To be notified later
10.	Functional demonstration of the equipment	To be notified later
9.	Submission of non-statutory wanting document (if any)	To be notified later
10.	Opening of Financial Bid **(Online)**	To be notified later

Section I: Instructions to Tenderers

A. Important information at a glance

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

1. Tender Schedule Details

SCHEDULE	ITEM	QTY	WARRANTY	COMPREHENSIVE MAINTENANCE CONTRACT (CMC)
Schedule-I	Manual Plasma Expresser	72	2 Years	5 Years
Schedule-II	Plasma Thawing Bath	15	2 Years	5 Years
Schedule-III	PQS Blood Transport Box	69	2 Years	5 Years
Schedule-IV	PQS digital temperature monitor	116	2 Years	5 Years
Schedule-V	PH Meter	13	2 Years	5 Years
Schedule-VI	Deep Freezer (-40°C)	36	2 Years	5 Years
Schedule-VII	Deep Freezer (-80°C)	34	2 Years	5 Years
Schedule-VIII	Platelet Incubator cum Agitator	32	2 Years	5 Years
Schedule-IX	Sterile Connecting Device	13	2 Years	5 Years
Schedule-X	Blood Bank Refrigerator (600 Ltr.)	45	2 Years	5 Years
Schedule-XI	Blood Collection Monitor	14	2 Years	5 Years
Schedule-XII	Dielectric Tube Sealer	90	2 Years	5 Years
Schedule-XIII	Incubator with Thermostatic Control 75L	24	2 Years	5 Years
Schedule-XIV	Semiautomated ELISA Reader With Printer, Semiautomated ELISA Washer And Micropipettes	30	2 Years	5 Years
Schedule-XV	Laminar Air Flow (Class II A2 Bio Safety Cabinet)	17	2 Years	5 Years
Schedule-XVI	Refrigerated Waterbath (Cryobath)	15	2 Years	5 Years
Schedule-XVII	Semiautomated Coagulometer	15	2 Years	5 Years
Schedule-XVIII	Refrigerated Centrifuge (Cryo Centrifuge)	27	2 Years	5 Years

2. Tender Fees : Exempted

3. Earnest Money Deposit (EMD) (E)

SCHEDULE	ITEM	AMOUNT IN INR	INSTRUMENT
Schedule-I	Manual Plasma Expresser	20,000.00	Online Payment
Schedule-II	Plasma Thawing Bath	25,000.00	

SCHEDULE	ITEM	AMOUNT IN INR	INSTRUMENT
Schedule-III	PQS Blood Transport Box	20,000.00	
Schedule-IV	PQS digital temperature monitor	2,00,000.00	In the form of Bank Guarantee (BG) as per format given in Form: 5 valid for 180 days
Schedule-V	PH Meter	35,000.00	Online Payment
Schedule-VI	Deep Freezer (-40°C)	1,50,000.00	In the form of Bank Guarantee (BG) as per format given in Form: 5 valid for 180 days
Schedule-VII	Deep Freezer (-80°C)	3,50,000.00	
Schedule-VIII	Platelet Incubator cum Agitator	1,50,000.00	
Schedule-IX	Sterile Connecting Device	1,70,000.00	
Schedule-X	Blood Bank Refrigerator (600 Ltr.)	1,70,000.00	
Schedule-XI	Blood Collection Monitor	20,000.00	Online Payment
Schedule-XII	Dielectric Tube Sealer	90,000.00	
Schedule-XIII	Incubator with Thermostatic Control 75L	35,000.00	
Schedule-XIV	Semiautomated ELISA Reader With Printer, Semiautomated ELISA Washer And Micropipettes	3,00,000.00	In the form of Bank Guarantee (BG) as per format given in Form: 5 valid for 180 days
Schedule-XV	Laminar Air Flow (Class II A2 Bio Safety Cabinet)	1,50,000.00	
Schedule-XVI	Refrigerated Waterbath (Cryobath)	40,000.00	Online Payment
Schedule-XVII	Semiautomated Coagulometer	75,000.00	
Schedule-XVIII	Refrigerated Centrifuge (Cryo Centrifuge)	15,00,000.00	In the form of Bank Guarantee (BG) as per format given in Form: 5 valid for 180 days

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 (2014-15, 2015-16, 2016-17) as per the Audited Accounts of the Organization as mentioned in the table below:

SCHEDULE	ITEM	Annual Turnover in Crore Rs.
Schedule-I	Manual Plasma Expresser	2.0
Schedule-II	Plasma Thawing Bath	2.0
Schedule-III	PQS Blood Transport Box	2.0
Schedule-IV	PQS digital temperature monitor	2.0
Schedule-V	PH Meter	2.0
Schedule-VI	Deep Freezer (-40°C)	3.0
Schedule-VII	Deep Freezer (-80°C)	3.0
Schedule-VIII	Platelet Incubator cum Agitator	2.0
Schedule-IX	Sterile Connecting Device	2.0
Schedule-X	Blood Bank Refrigerator (600 Ltr.)	3.0
Schedule-XI	Blood Collection Monitor	2.0
Schedule-XII	Dielectric Tube Sealer	2.0

SCHEDULE	ITEM	Annual Turnover in Crore Rs.
Schedule-XIII	Incubator with Thermostatic Control 75L	2.0
Schedule-XIV	Semiautomated ELISA Reader With Printer, Semiautomated ELISA Washer And Micropipettes	5.0
Schedule-XV	Laminar Air Flow (Class II A2 Bio Safety Cabinet)	2.0
Schedule-XVI	Refrigerated Waterbath (Cryobath)	2.0
Schedule-XVII	Semiautomated Coagulometer	2.0
Schedule-XVIII	Refrigerated Centrifuge (Cryo Centrifuge)	2.0

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

Schedule	ITEM	Time
Schedule-I	Manual Plasma Expresser	45 Days
Schedule-II	Plasma Thawing Bath	45 Days
Schedule-III	PQS Blood Transport Box	45 Days
Schedule-IV	PQS digital temperature monitor	45 Days
Schedule-V	PH Meter	45 Days
Schedule-VI	Deep Freezer (-40°C)	45 Days
Schedule-VII	Deep Freezer (-80°C)	45 Days
Schedule-VIII	Platelet Incubator cum Agitator	45 Days
Schedule-IX	Sterile Connecting Device	45 Days
Schedule-X	Blood Bank Refrigerator (600 Ltr.)	45 Days
Schedule-XI	Blood Collection Monitor	45 Days
Schedule-XII	Dielectric Tube Sealer	45 Days
Schedule-XIII	Incubator with Thermostatic Control 75L	45 Days
Schedule-XIV	Semiautomated ELISA Reader With Printer, Semiautomated ELISA Washer And Micropipettes	45 Days
Schedule-XV	Laminar Air Flow (Class II A2 Bio Safety Cabinet)	45 Days
Schedule-XVI	Refrigerated Waterbath (Cryobath)	45 Days
Schedule-XVII	Semiautomated Coagulometer	45 Days
Schedule-XVIII	Refrigerated Centrifuge (Cryo Centrifuge)	45 Days

5 (b) Payment Terms

Medical Equipments of Blood Component Separation Units
I. General Terms (i) The payment to manufacturing company or its subsidiary in India will be made under Delivered Duty Paid contract. (ii) The Tenderers should only quote in INR.

Medical Equipments of Blood Component Separation Units
II. Payment terms for Manufacturer/Indian Distributor A. 80 % of the Base Price of the Equipment along with applicable GST shall be paid after delivery and furnishing of Consignee Receipt Certificate (CRC) as per **Format 3a**. B. Remaining 20% of the Base Price of the Equipment along with applicable GST shall be paid after successful installation, commissioning and initial end user training by the authorised service team of the supplier and furnishing of Satisfactory Installation Certificate (SIC) as per **Format 3b**. The SIC shall be signed by the facility / end user or issued after joint certification by authorised official(s) from WBMSCL and the facility/ end user. **Note:** Submission of required Performance Bank Guarantee and signing of Agreement are mandatory for the processing of any Payment. **Base Price of Equipment(s)** includes value of goods, accessories & ancillaries, freight charges, installation, commissioning, end user training as many number of times as required during the period of warranty and any other charges as applicable excluding GST. Applicable GST will be paid extra.

6. Performance Security (PS)
(In the form of unconditional and irrevocable Bank Guarantee)

Medical Equipments of Blood Component Separation Units
10% of the Bid Value (Validity should be till the completion of Warranty + 60 days).

7. Who can Bid (E)

Medical Equipments of Blood Component Separation Units
a) Manufacturing Company: The selected manufacturer bidder may hire authorized distributor who will deliver the goods at the consignees and collect payment from WBMSCL on behalf of the selected bidder. However, Award of Contract (AOC) will be issued and agreement will be signed with the manufacturer bidder. All contractual liability, after sales service lies with the manufacturer bidder. b) Manufacturer's Authorized Distributor / Business Partner:

8. Service Up time in Warranty & CMC

Medical Equipments of Blood Component Separation Units
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: i) Rs. 500 per 24 hours per machine (for Schedule I, II, III, IV, V, VIII, IX, XI, XII, XIII, XV, XVI, XVII ii) Rs. 1000 per 24 hours per machine (for Schedule VI, VII, X, XIV, XVIII

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

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

10. Experience and Technical Capacity (E)

Medical Equipments of Blood Component Separation Units
Tenderers shall invariably furnish documentary evidence / Client's certificate of **at least 3 (three) users** of the quoted model in support of the satisfactory operation in India.
Tenderers shall invariably furnish documentary evidence / Client's certificate of **at least 3 (three) users** of the quoted model in support of the satisfactory operation in India.

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

Note1: Warranty and CMC includes the equipment (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 in three locations at Kolkata, Siliguri and Durgapur

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

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

13. Scope of Bid

13.1 The type of goods and related services to be purchased is: **Supply and Commissioning of Medical Equipments for Blood Component Separation Units for Hospital & Medical Colleges of the Govt. of West Bengal** as per the Schedule of Requirements.

14. Source of Funds

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

15. Fraud and Corruption

15.1 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.

15.2 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.

15.3 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.

16. Eligible Tenderers

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

16.2 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:

i) 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

16.3 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.

17. Eligible goods and related services

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

17.2 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

18. Sections of Bidding Documents

18.1 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

18.2 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.

18.3 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.

18.4 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.

19. Clarification of Bid Document

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

20. Amendment of Bid Document

20.1 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.

20.2 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

21. Tenderers are to prepare and submit the following:

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

Details are given in "Submission and Opening of Bids"

22. Cost of Bidding

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

23. 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.

24. Alternative Bids

Alternative Bids will not be accepted.

25. Bid Prices

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

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

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

26. Currencies of Bid

The Tenderer shall quote in INR only.

27. 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.

28. Documents Establishing the Qualifications of the Tenderer

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

29. Period of validity of Bids

29.1 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.

29.2 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.

30. Period of validity of the bid price:

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

31. Earnest Money Deposit (EMD):

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

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

31.3 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

31.4 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 ;

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

33. Withdrawal, Substitution and Modification of Bids

33.1 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.

33.2 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.

34. 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

35. The following are to be submitted:

i) Non statutory documents to be submitted under My Document

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

Guidelines for uploading documents in My Document:

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	a) PAN Card b) 15 – digit Goods and Services Taxpayer Identification Number (GSTIN)
2	COMPANY DETAILS	COMPANY DETAILS 1	a) License from Government/ Statutory Authority as applicable. OR b) Registration with the Registrar Of Companies, if applicable.
		COMPANY DETAILS 2	Manufacturing Licence (National/International). (In case, manufacturing licence is not required / applicable for production of the quoted item, notarized declaration from the manufacturer is to be submitted)
3	CREDENTIAL	CREDENTIAL 1	Performance Statement Form (For the period of last three calendar years ending December 2017) - Form 7 of Section V
		CREDENTIAL 2	ISO certificate
4	DECLARATION	DECLARATION1	Income Tax returns for assessment year 2014-15, 2015-16 & 2016-17
		DECLARATION2	Acknowledgement of VAT Returns for 2015-16 or 2016-17 /VAT Clearance Certificate.
		DECLARATION3	Acknowledgement of CST Returns for 2015-16 or 2016-17 /CST Clearance Certificate.
		DECLARATION4	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 in India of offered model. (self declaration)
		MACHINERIES 3	Satisfactory Performance Certificate from at least 3 (three) users of the quoted model in support of the satisfactory operation in India.
6	FINANCIAL INFO	P/L & BALANCE SHEET 2015-2016	P/L & Balance sheet 2015-2016
		P/L & BALANCE SHEET 2016-2017	P/L & Balance sheet 2016-2017

(ii) Statutory Documents

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

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

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

1	Model of the equipment offered for **(Self Declaration)** with Technical Data Sheet
2	Comparative Data Table of the Technical Specifications (Form No. 4 of Section V)
3	2 sets of Brochure of the offered product / model.
4	i) <u>For Schedule I, II, IV, V, VIII, IX, XI, XII, XIII, XV, XVI, XVII</u> CE; Should be supported with documentations OR US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries. ii) <u>For Schedule XIV</u> CE (Declaration of Conformity on compliance with In Vitro Diagnostic Device Directive (IVD) - 98/79/EC) OR US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries. iii) <u>For Schedule VI, VII, X, XVIII</u> CE ("Conformite Europeene") Class II A certificate from European Union notified body having 4 digit identification number OR The product must be enlisted under US FDA and the quoted model must have US FDA certification to market in US & export to other countries. The manufacturer must operate in substantial compliance with Good Manufacturing Practice (GMP) (vide U.S. FOOD & DRUG ADMINISTRATION- https://www.accessdata.fda.gov)
5	Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any]
6	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2014-15, 2015-16 & 2016-17) (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)

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

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

BOQ shall contain the financial quotes in respect of

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

(b) **Comprehensive Maintenance Contract (CMC) charges:** include comprehensive maintenance of the equipment including all accessories and ancillaries as given in the specification of the equipment. The quoted rate should be excluding of GST. Applicable GST will be paid extra.

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

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

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

Equipments	Mandatory PMS visit per year	Remarks
Medical Equipments of Blood Component Separation Units	3	1. Attending all breakdown calls during warranty and CMC period. 2. To provide Preventive Maintenance Services (PMS) at least yearly / bi - yearly /quarterly as recommended in column (2) during warranty and CMC period. 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 upgradation and labour.

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

(i) Cost of Consumables & Spares as per Form 9(a) and 9(b).

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

Detailed list of documents annexed at Form 2 Check-List Form, Section V

N.B.

a) Any wrong or misleading information provided by the Tenderer during submission of bids may lead to summary cancellation of bid, blacklisting in WBMSCL for at least 5 years and forfeiture of EMD.

b) Each scanned documents should have an index page indicating the name of the documents enclosed with Page no.

c) The Earnest Money will be refunded within 15 days after finalization of the tender and/ or submission of Performance Bank Guarantee.

F. Evaluation and Comparison of Bids

36. Evaluation of Bids

(A) Technical Evaluation

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

i) **Scrutiny of Form 1 (NIT Acceptance Form) duly notarized**

ii) **Scrutiny of documentary evidence as per Form 2: Check-list, Section V of Bid document submitted by the Tenderers**

iii) **Evaluation of Spec indicator:**

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

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

A bidder will be considered technically qualified if,

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

B. Financial Evaluation

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

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

37. Responsiveness of Bids

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

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

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

(b) Limits in any substantial way, inconsistent with the Bidding Documents, **WBMSCL**'s rights or the Tenderer's obligations under the Contract; or

(c) If rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive bids.

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

(d) During technical evaluation of bids (verification of formal criteria):

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

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

38. Examination of Terms and Conditions and Technical Evaluation

38.1 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.

38.2 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.

39. Domestic Preference

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

40. Financial evaluation

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

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

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

G. Award of Contract

42. Award Criteria

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

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

43. WBMSCL's right to vary quantities

43.1 WBMSCL reserves the right to increase 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.

44. Publication of Award of Contract

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

45. Signing of Contract

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

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

46. Performance Security

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

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

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

Section II. General Conditions of Contract

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

1. APPLICATION AND LEGAL STATUS OF THE PARTIES:

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

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

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

2. DEFINITIONS:

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

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

3. CONTRACT PRICE;

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

4. PACKAGING OF THE GOODS:

4.1 The SECOND PARTY shall package the Goods for delivery with the best materials that are adequate to safeguard the Goods while in transit and with all due care and according to the highest standards of export packaging for the type and quantities of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark

the Contract or Purchase Order number and any other identification information provided by FIRST PARTY as well as such other information as is customary for the Goods in question. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt, precipitation and open storage. The SECOND PARTY shall have no right to any return of the packing materials.

5. TRANSPORTATION AND FREIGHT:

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

6. DELIVERY OF GOODS:

The SECOND PARTY shall hand over or make available the goods and the Consignees shall receive the goods (as per detail annexed in Section IV), at the place for the delivery of the Goods and within the time for delivery of the Goods specified 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, but **at least once in four months** during the warranty period for preventive maintenance.

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

13. INDEMNIFICATION:

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

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

The bidder shall indemnify the FIRST PARTY against all actions, suits, claims and demands brought or made against it, in respect of anything done or committed to be done by the SECOND PARTY in execution of or in connection with the work of this contract and against any loss or damage to the FIRST PARTY in consequence to any action or suit, or a legal proceeding, being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free the FIRST PARTY from all demands

or responsibilities arising from accidents or loss of life, on account of the bidder's negligence and responsibility. The bidder will pay all indemnities arising from such incidents without any extra cost to FIRST PARTY and will not hold the FIRST PARTY responsible or obligated. The FIRST PARTY may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or 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 / delayed setting up of Services at Section I: Instructions to Tenderers under sub-section A. Important information at a glance**

15. BLACKLISTING:

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

16. PENALTY FOR DEFAULT:

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

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

Nature of offence	Penalty to be imposed
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:

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

22.2 In the event of and as soon as possible after the occurrence of any cause constituting Force majeure, the SECOND PARTY shall give notice and full particulars in writing to FIRST PARTY, of such occurrence or cause if the SECOND PARTY is thereby rendered unable, wholly or in part to perform its obligations and meet its responsibilities under the contract. The SECOND PARTY shall also notify FIRST PARTY of any other changes

in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the contract. Not more than fifteen (15) days following the provision of such notice Force majeure or other changes in conditions or occurrence, the SECOND PARTY shall also submit a statement to FIRST PARTY of estimated expenditure that will likely be incurred for the duration of the change in condition or the event. On receipt of notice or notices required hereunder, FIRST PARTY shall take such action as it considers, in its sole 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.

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

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

23. SOURCE OF INSTRUCTIONS:

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

24. BENEFITS, CORRUPTION AND FRAUD:

24.1 The SECOND PARTY warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the contract or the award thereof to any representative, officials, employee, or other agent of FIRST PARTY or any official of the Health & Family Welfare Department, Government of West Bengal or any organization engaged in the procurement process whether during the period the contract is in process or before or after the contract is over. The SECOND PARTY acknowledges and agrees that any 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: (i) Commercial invoice, indicating the **West Bengal Medical Services Corporation Limited** as the Purchaser on behalf of the **Department of Health and Family Welfare, Government of West Bengal**; the Contract number, Goods description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal; (ii) Negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the **West Bengal Medical Services Corporation Limited** as the Purchaser on behalf of the **Department of Health and Family Welfare, Government of West Bengal** and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements; (iii) Packing list identifying contents of each package; (iv) Manufacturer's Warranty Certificate covering all items supplied; (v) Manufacturer's Certificate of Origin covering all items supplied; (vi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies; (vii) 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;

		(viii) 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 **Department of Health and Family Welfare, Government of West Bengal**, the Contract number, loan number; Goods' description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (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 both Warranty and CMC, as per table 8. Service Up time in Warranty & CMC at **Section I: Instructions to Tenderers under sub-section A. Important information at a glance.**
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 24 (twenty four) months from the date of signing of the contract.
SCC - 6	GCC -33	**Add GCC clause 33** The successful bidder shall undertake to commission the equipment including the interiors of the site as per technical specification mentioned in **Section IV. Schedule of Requirements.**

Section IV. Schedule of Requirements

Contents

1. List of Consignee

Schedule	Item Name	Medical Equipments for Blood Component Separation Units																				Total
		District																				
		Uttar Dinajpur	Birbhum	Jhargram	Bishnupur Health District	Purulia	Darjeeling		Kalimpong	Jalpaiguri	Nandigram Health District	Howrah	North 24 Parganas	Basirhat Health District	Diamond Harbour	South 24 Parganas	Rampurhat	Alipurduar	Purba Medinipur	North 24 Parganas	Hooghly	Dakshin Dinajpur	
		Facility																				
		Raiganj DH	Suri DH	Jhargram DH	Bishnupur DH	Deben Mahato DH	Darjeeling DH	Siliguri DH	Kalimpong DH	Jalpaiguri DH	Nandigram	Howrah DH	Barasat DH	Basirhat DH	Diamond Harbour DH	Canning SDH	Rampurhat DH	Alipurduar DH	Tamluk DH	COM & Sagore Dutta Hospital	Chinsurah DH	Balurghat DH	
		Quantity																				
I	Manual Plasma Expresser	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	0	0	0	72
II	Plasma Thawing Bath	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0	15
III	PQS Blood Transport Box	1	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	0	0	0	69
IV	PQS digital temperature monitor	5	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	3	3	3	116
V	PH Meter	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0	13
VI	Deep Freezer (-40°C)	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	0	0	0	36
VII	Deep Freezer (-80°C)	0	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	0	0	0	34
VIII	Platelet Incubator cum Agitator	1	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	1	2	0	0	0	32
IX	Sterile Connecting Device	0	0	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0	13
X	Blood Bank Refrigerator (600 Ltr.)	0	0	0	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	0	0	0	45
XI	Blood Collection Monitor	0	0	0	0	0	0	0	0	0	2	0	0	2	2	2	2	2	2	0	0	0	14

Schedule	Item Name	Medical Equipments for Blood Component Separation Units																				Total
		District																				
		Uttar Dinajpur	Birbhum	Jhargram	Bishnupur Health District	Purulia	Darjeeling		Kalimpong	Jalpaiguri	Nandigram Health District	Howrah	North 24 Parganas	Basirhat Health District	Diamond Harbour	South 24 Parganas	Rampurhat	Alipurduar	Purba Medinipur	North 24 Parganas	Hooghly	Dakshin Dinajpur	
		Facility																				
		Raiganj DH	Suri DH	Jhargram DH	Bishnupur DH	Deben Mahato DH	Darjeeling DH	Siliguri DH	Kalimpong DH	Jalpaiguri DH	Nandigram	Howrah DH	Barasat DH	Basirhat DH	Diamond Harbour DH	Canning SDH	Rampurhat DH	Alipurduar DH	Tamluk DH	COM & Sagore Dutta Hospital	Chinsurah DH	Balurghat DH	
		Quantity																				
XII	Dielectric Tube Sealer	0	0	0	0	0	0	0	0	0	2	0	0	2	2	2	2	2	2	0	0	0	14
XIII	Incubator with Thermostatic Control 75L	0	0	0	0	0	0	2	2	2	2	2	2	2	2	2	2	2	2	0	0	0	24
XIV	Semiautomated ELISA Reader With Printer, Semiautomated ELISA Washer And Micropipettes	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0	18
XV	Laminar Air Flow (Class II A2 Bio Safety Cabinet)	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0	17
XVI	Refrigerated Waterbath (Cryobath)	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0	15
XVII	Semiautomated Coagulometer	0	0	0	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0	0	0	15
XVIII	Refrigerated Centrifuge (Cryo Centrifuge)	0	0	0	0	1	2	2	2	2	2	2	2	2	2	2	2	2	2	0	0	0	27

Remaining Consignees to be notified in due course of time

2. TECHNICAL SPECIFICATION

SCHEDULE – I

Manual Plasma Expresser

1. TECHNICAL CHARACTERISTICS:

   1.1. **Technical characteristics:** Should be suitable to express blood component (plasma, platelets) from blood bags.

   1.2. **Mode of Operation:** Manual

2. **Construction :** Front panel should be spring loaded to uniform pressure on blood bag causing transfer of fluid. Compression plate should be made to transparent acrylic and it should be durable. Metal used for the equipment should be non corrosive and can be cleaned with antiseptics. Base portion and vertical surface should be made to have better strength and long lasting performance. Should have hooks for holding blood bags, suitable to express blood component (plasma, platelets) from blood eyes.
3. **Capacity:** Suitable for 350/450 ml filled blood bag
4. **Setting :** Manual
5. **User interface:** Manual.
6. **Atmosphere / Ambiance (air conditioning , humidity, dust):** Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%
7. **Additional requirement:** All equipments should specify should design qualification, installation qualifications operational qualification and performance qualifications, validation and calibration reports should have traceability towards applicable national/ international standards. Performance efficiency, other factors such as distortion etc as applicable be also furnished. Complete construction details in respect of manual specification, thickness, finish etc are to be furnished
8. **Product Certification:** CE; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.
9. **Warranty:** 2 years
10. **CMC:** 5 years

SCHEDULE – II

PLASMA THAWING BATH

1. TECHNICAL CHARACTERISTICS:
   1.1. **Construction:**

- Table top with top opening having a deep thawing chamber with a stirrer and with water maintained at 37 ±1 deg C with pumping mechanism and inline heating system to ensure uniform thawing.
- Quick thawing (<20min) should be able to thaw minimum of 6 plasma bags of standard 300 ml capacity (FFP/cryoprecipitate/Aphaeresis or plasma bags.
- Tray with individual compartment to ensure that port of bags should be kept above water levels during the procedures.
- Should give an alarm when the plasma bags are thawed.
- Should have digital temperature display.
- Should have audio visual over temperature alarm system.
- Should have a system to drain the chamber easily.
- Should be supplied with a cover to keep the unit covered when not in use.
- Simple to use and easy to read LED display.
- Drain line with shut-off valve.

1.2. **Tray:** Removable type Stainless Steel trays with partitions for holding plasma bags.

1.3. **Capacity:** minimum of 6 plasma bags of standard 300 ml capacity.

1.4. **Setting:** Manual

1.5. **User's interface:** Manual

2. Energy Source (electricity, UPS/battery, solar):

2.1. **Power Requirements:** Input voltage 220 /240V 50Hz single phase.

2.2. **Other energy supplies:** Suitable UPS with maintenance free batteries for minimum 30 mins backup should be supplied with the system.

3. ACCESSORIES SPARE PARTS CONSUMABLES:

3.1. Reusable wrap bag 500 numbers.

4. ENVIRONMENTAL AND DEPARTMENTAL CONSIDERATION:

4.1. **Atmosphere/ Ambiance (Air-conditioning, Humidity, Dust):-** Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%

Capable of operating continuously in ambient temperature of 10 to 40 degree C and relative humidity of 15 to 90%

4.2. **Additional requirement:** all equipment should specify design qualification operational qualification and performance qualification validation and calibration report should have traceability towards applicable National/International standards. Performance efficiency other factor such as distortion etc as applicable be also furnished. Complete construction details in respect material specification thickness finish etc are to be furnished.

5. STANDARD AND SAFETY:

5.1. **Product Certification:** CE; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.

5.2. **Quality certifications:** ISO certified

5.3. Supporting documents to be provided for protection of electrical safety.

6. WARRANTY AND MAINTENANCE:

6.1. **Warranty**: 2 years

6.2. **CMC**: 5 years

SCHEDULE – III

Insulated PQS Blood Transport Box

1. Dimensions (cm): 50 X 40 X 30 cm (inside)
2. Lid type and fixing: Fixed hinges
3. Storage Volume: 50 units of blood
4. External Materials: Polyethylene
5. Weight fully loaded (Kg): 38.9 kg. Internal lining material: Polyethylene
6. Weight empty (Kg): 15.9 Kg
7. Insulation materials: Polyurethane
8. External dimensions: (L x W x H cm): 82.5 X 55.0 X 49.9 cm
9. Insulation thickness: 90-105 mm Internal coolant packs
10. Warranty: 2 years; CMC: 5 years
11. **Quality certifications:** ISO certified

SCHEDULE – IV

PQS Digital Temperature Monitor

1. Temperature Monitor Certified for Freezers, Refrigerators, Ambient / Room Incubators, Water Baths and Block Heaters.
2. Each thermometer is sterilized and certified, traceable to NIST.
3. All sensor probes are housed in an unbreakable plastic bottle filled with a Bio-Safe buffering media which maintains readings from sudden temperature changes.
4. An audible alarm will sound when the temperature rises above or goes below the set temperatures.

5. The thermometer and the bottle probe have Dual Magnets allowing attachment to doors or walls.
6. Other features include a flip-open stand.
7. The thermometer is ^{0}C and ^{0}F switchable.
8. Range: -12^{0}C to +10^{0}C.
9. Warranty: 2 years; CMC: 5 years
10. **Product Certification:** CE; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.
11. **Quality certifications:** ISO certified

SCHEDULE – V
PH Meter

1. It should be digital electronic pH Meter with combination pH electrodes with thin glass type suitable for use in eppendorf type tube.
2. It should have pH range: 0.0 to 14.0 pH with $3^{1/2}$ digital display.
3. It should have 0.0 to 19999 mv range.
4. Its have accuracy – repeatability and resolution: 0.01 pH
5. Calibrators should be provided
6. Temperature compensation & pH standardization: 00 to 1000C (manual)
7. It should be operational on 220-240 volts, 50 Hz, single phase supply
8. It should work properly on ambient Temperature: 00 to 40°C. 40°C at 95% RH.
9. It should have suitable in-built replaceable battery.
10. The details of battery should be provided.
11. Equipment should be supplied with suitable stand & case to be provided.
12. Warranty: 2 years; CMC: 5 years
13. **Product Certification:** CE; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.
14. **Quality certifications:** ISO certified

SCHEDULE – VI

Deep freezer -40 degree

1. TECHNICAL CHARACTERISTICS:

- Compression freezer with CFC free refrigerant.
- Internal: Stainless steel (min. 22g).
- Mounted on Lockable Castor wheels.
- External: Solid outer Corrosion Resistant (at least 1mm thickness).
- CFC free insulation.
- Design: Upright Type. 375-400 Lit capacity.
- Door does not project at side when opened.
- Insulation and gasket should Polyurethane/ Silicon insulation should be minimum of 80mm.
- Internal Temperature Control: Electronic temperature control.
  Operating temperature reachable lowest up to -40° C with setting accuracy of ±1 deg C whatever the load.
- Manual defrost within safe temperature range.
- Casing & door should have insulation panel with silicon / polyurethane foam & 100 mm thickness.
- Refrigerant CFC free/ green gas.
- **External Ambient temperature:** Performs in an ambient temperature of +10 deg C to +30 deg C.
- **Hold over time:** 2 hrs ambient temperature.
- **Cooling Down time:** A full load of plasma packs at +25 deg C takes a maximum of 5 hrs for all the packs to reach below 5 deg C.
- **Temperature Monitoring:** Digital temperature (LED) display with 0.1 deg C graduation.
- **Capacity:** As required by the blood bank (e.g. atleast 400 plasma bags of 200 mL each)
- **Settings:** Manual
- **User's Interface:** Manual

- **Alarm:** Power failure, High Temperature, Low Temperature, Power Failure, Remote alarm facility (provision)

2. PHYSICAL CHARACTERISTICS:

2.1. **Noise (in dBA):** Noise factor should not exceed 60 decibels

3. ENERGY SOURCE (electricity, UPS solar, gas, water, CO2.....):

3.1. Power requirement: Input voltage 220/240V 50 Hz alongwith a line voltage corrector of appropriate rating

3.2. Battery operated display, chart recorder & thermograph.

4. ACCESSORIES, SPARE PARTS, CONSUMABLES:

4.1. Accessories & spare parts: Complete with comprehensive set of spare parts and a suitable capacity voltage stabilizer. The make, rating, model, description, specification, price, quantity or each item shall be furnished separately.

4.2. 100 pieces of thermograph paper should be supplied at the time of delivery with supportive ink of 12 marking ink pen (if inkless thermograph, pen is not required)

5. ENVIRONMENTAL & DEPARTMENTAL CONSIDERATIONS:

5.1. Atmosphere / Ambiance (air conditioning, humidity, dust...): Capable of operating continuously in ambient temperature of 10 to 30 deg C and relative humidity of 15 to 90%. Capable of operating continuously in ambient temperature of 10 to 30 deg C and relative humidity of 15 to 90 %.

5.2. Additional requirement: All equipments should specify design qualifications, installation qualifications, operational qualification and performance qualifications, validation and calibration reports should have traceability towards applicable national/ international standards. Performance, efficiency, other factors such as distortions etc as applicable be also furnished. Complete construction details in respect of manual specification, thickness, finish etc are to be furnished.

6. STANDARDS & SAFETY:

6.1. Product Certification: CE ("Conformite Europeene") Class II A certificate from European Union notified body having 4 digit identification number

OR

The product must be enlisted under US FDA and the quoted model must have US FDA certification to market in US & export to other countries. The manufacturer must operate in substantial compliance with Good Manufacturing Practice (GMP) (vide U.S. FOOD & DRUG ADMINISTRATION- https://www.accessdata.fda.gov)

6.2. Quality Certification: ISO Certified

6.3. Supporting documents to be provided for protection of electrical safety.

7. WARRANTY & MAINTENANCE:

7.1. **Warranty:** 2 years

7.2. **CMC:** 5 years

SCHEDULE – VII

Deep freezer -80 degree

1. TECHNICAL CHARACTERISTICS:

- Compression freezer with CFC free refrigerant.
- **Construction:** Internal: Stainless steel (min 22g).
- External: Solid outer Corrosion Resistant (at least 1mm thickness).
- CFC free insulation.
- Mounted on Lockable Castor wheels.
- **Design:** Upright Type, 375-400 Lit capacity.
- Door does not project at side when opened.
- **Internal Temperature Control:** Electronic temperature control. Operating temperature reachable lowest up to -80° C with setting accuracy of ±1° C whatever the load.
- Manual defrost within safe temperature range.
- Casing & door should have insulation panel with silicon / polyurethane foam & 100 mm thickness.
- **External Ambient temperature:** Performs in an ambient temperature of +10° C to +30° C.
- **Hold over time:** 2 hrs ambient temperature.
- **Cooling Down time:** A full load of plasma packs at +25° C takes a maximum of 5 hrs for all the packs to reach below 5° C.
- **Temperature Monitoring:** Digital temperature (LED) display with 0.1° C graduation.
- **Capacity:** As required by the blood bank (e.g. atleast 400 plasma bags of 200 mL each)
- **Settings:** Manual
- **User's Interface:** Manual

- **Alarm:** Power failure, High Temperature, Low Temperature, Power Failure, Remote alarm facility (provision)

2. PHYSICAL CHARACTERISTICS:

2.1. **Noise (in dBA):** Noise factor should not exceed 60 decibels

3. ENERGY SOURCE (electricity, UPS solar, gas, water, CO2.....):

3.1. **Power requirement:** Input voltage 220/240V 50 Hz along with a line voltage corrector of appropriate rating

3.2. Battery operated display, chart recorder & thermograph.

4. ACCESSORIES, SPARE PARTS, CONSUMABLES:

4.1. **Accessories & spare parts:** Complete with comprehensive set of spare parts and a suitable capacity voltage stabilizer. The make, rating, model, description, specification, price, quantity or each item shall be furnished separately.

4.2. 100 pieces of thermograph paper should be supplied at the time of delivery with supportive ink of 12 marking ink pen (if inkless thermograph, pen is not required)

5. ENVIRONMENTAL & DEPARTMENTAL CONSIDERATIONS:

5.1. **Atmosphere / Ambiance (air conditioning, humidity, dust...):** Capable of operating continuously in ambient temperature of 0 to 50° C and relative humidity of 15 to 90%. Capable of operating continuously in ambient temperature of 10 to 30° C and relative humidity of 15 to 90 %.

5.2. **Additional requirement:** All equipments should specify design qualifications, installation qualifications, operational qualification and performance qualifications, validation and calibration reports should have traceability towards applicable national/ international standards. Performance, efficiency, other factors such as distortions etc as applicable be also furnished. Complete construction details in respect of manual specification, thickness, finish etc are to be furnished.

6. STANDARDS & SAFETY:

6.1. **Product Certification:** CE ("Conformite Europeene") Class II A certificate from European Union notified body having 4 digit identification number

OR

The product must be enlisted under US FDA and the quoted model must have US FDA certification to market in US & export to other countries. The manufacturer must operate in substantial compliance with Good Manufacturing Practice (GMP) (vide U.S. FOOD & DRUG ADMINISTRATION- https://www.accessdata.fda.gov)

6.2. **Quality Certification:** ISO Certified

6.3. Supporting documents to be provided for protection of electrical safety.

7. WARRANTY & MAINTENANCE:

7.1. **Warranty:** 2 years

7.2. **CMC:** 5 years

SCHEDULE – VIII
Platelet Incubator cum Agitator

1. TECHNICAL CHARACTERISTICS:

- Flat bed agitator fitted inside a temperature controlled Incubator operating with CFC free refrigerant gas.
- **Construction:** A. Platelet Incubator: Should have the provision to store the agitator.
- Should have a single transparent outer door for clear visibility.
- Should be able to maintain a temperature of 22+-2 deg C, Set temperature of 22 deg C.
- Should have a digital temperature indicator, Seven day chart recorder with battery backup for minimum of 2 hours for continuous operation during power failure till warranty period.
- Single digital temperature sensor for both recording and controlling.
- Should have audible visual high/low alarm for temperature control, battery on/low, sensor failure, agitator off, power failure, compressor and system.
- Should have forced air circulation method for the uniformity of the temperature at all sides of the incubator, Chamber mounted electrical outlet for agitator should be available.
- **Platelet Agitator:** Internal Surface: Sturdy, Stainless steel/ power coated. External Surface: Sturdy and Corrosion resistant.
- **Capacity:** Transparent door.
- **Design of shelves:** Shelves are made of non slip, corrosion resistant material, coated with bacteria resistant material, perforated to ensure air circulation and with sufficient clearance to minimize noise.
- Gentle side to side agitation at 3.6-4 cm side to side, 60-70 strokes/ minute.
- Heavy duty ball bearing gear motor for noiseless and continuous operation for 24 hrs a day throughout the year.

- Motor with internal fan. Should have door open alarm.
- **Capacity:** Designed to hold random platelet packs or aphaeresis platelet packs or a mixture of both types as per requirements (24/48/72/96 bags) as per users requirement.
- **Settings:** Factory presetting at 22 deg C ±2 deg
- **User's Interface:** Manual
- Temperature controller with sensor

2. PHYSICAL CHARACTERISTICS:

2.1. **Noise (in dBA):** Noise factor should not exceed 60 decibels

3. ENERGY SOURCE (electricity, UPS solar, gas, water, CO2.....):

3.1. **Power requirement:** Input voltage 220/240V 50 Hz

4. ACCESSORIES, SPARE PARTS, CONSUMABLES:

4.1. **Accessories & spare parts:** Complete with comprehensive set of spare parts and a suitable capacity voltage stabilizer. The make, rating, model, description, specification, price, quantity or each item shall be furnished separately.

5. ENVIRONMENTAL & DEPARTMENTAL CONSIDERATIONS:

5.1. **Atmosphere / Ambiance (air conditioning, humidity, dust...):** Capable of operating continuously in ambient temperature of 10 to 30 deg C and relative humidity of 15 to 90 %.

5.2. **Additional requirement:** All equipments should specify design qualifications, installation qualifications, operational qualification and performance qualifications, validation and calibration reports should have traceability towards applicable national/ international standards. Performance, efficiency, other factors such as distortions etc as applicable be also furnished. Complete construction details in respect of manual specification, thickness, finish etc are to be furnished.

6. STANDARDS & SAFETY:

6.1. Product Certification: CE ; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.

6.2. Quality Certification: ISO Certified

7. WARRANTY & MAINTENANCE:

7.1. **Warranty:** 2 years

7.2. **CMC:** 5 years

SCHEDULE – IX

Sterile Connecting Device

1. TECHNICAL CHARACTERISTICS:

- **Construction:** The welding should be seamless.
- Should be capable of joining tubes without leakage.
- Welding should not affect the quality of the tube in terms of physical and its chemical properties and it should not cause hemolysis.
- It should have LED indicators or LCD display to show the actual status of the ongoing procedural steps and audio visual alarm system for any functional irregularities.
- The welding accessories should be available with the local agent throughout year.
- The cost per welding is to be considered while price evaluation.
- The cost per welding will be preferably frozen during the period of warranty and maintenance and accessories made available.
- **Capacity:** NA
- **Settings:** Manual
- **User's Interface:** Manual
- **Software and/ or standard of communication (where ever required):** Built in

3. ENERGY SOURCE (electricity, UPS solar, gas, water, CO2.....):

3.1. **Power requirement:** 220V, 50 Hz

3.2. **Other energy supplies:** Compatible UPS with half an hour back up.

4. ACCESSORIES, SPARE PARTS, CONSUMABLES:

4.1. **Accessories & spare parts:** Complete with comprehensive set of spare parts and a suitable capacity voltage stabilizer. The make, rating, model, description, specification, price, quantity or each item shall be furnished separately.

5. ENVIRONMENTAL & DEPARTMENTAL CONSIDERATIONS:

5.1. **Atmosphere / Ambiance (air conditioning, humidity, dust...):** Capable of operating continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90%.

5.2. **Additional requirement:** All equipments should specify design qualifications, installation qualifications, operational qualification and performance qualifications, validation and calibration reports should have traceability towards applicable national/ international standards. Performance, efficiency, other factors such as distortions etc as applicable be also furnished. Complete construction details in respect of manual specification, thickness, finish etc are to be furnished.

6. STANDARDS & SAFETY:

6.1. Product Certification: CE ; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.

6.2. Quality Certification: ISO Certified

7. WARRANTY & MAINTENANCE:

7.1. **Warranty:** 2 years

7.2. **CMC:** 5 years

SCHEDULE - X

BLOOD BANK REFRIGERATOR

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**: 600 Ltrs /350 bags.
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:** CE ("Conformite Europeene") Class II A certificate from European Union notified body having 4 digit identification number

  OR

  The product must be enlisted under US FDA and the quoted model must have US FDA certification to market in US & export to other countries. The manufacturer must operate in substantial compliance with Good Manufacturing Practice (GMP) (vide U.S. FOOD & DRUG ADMINISTRATION- https://www.accessdata.fda.gov)
- **Quality Certification:** ISO certified.

SCHEDULE – XI

BLOOD COLLECTION MONITOR

a. The system is used to collect donated blood from the donor at the same time mixing the blood for quality collection of blood.

b. It is meant for stationary and mobile use. Gentle end to end mixing and control of collection time to give high quality blood suitable for all blood bags.

c. Volume Setting: Pre-selection of volume to be collected. Tarring of bag volume before collection. Tarring range: 0 – 600 g. Automatic storage and recall of set volume. Measure volume with best accuracy.

d. LED indication on commencement of collection.

e. LED indication and audible alarm at the end of collection.

f. Indication of time taken for collection.

g. Indication of blood flow with audio alarm when blood flow is higher or lower than desired.

h. Continuous display of collected volume, flow and time during collection.

i. Automatic clamping at termination of preset volume collection.

j. Automatic release of bag when lifted.

k. Continuous agitation of blood bags during collection: 12 – 16 rpm (minimum).

l. Equipment carry case for Blood Collection Monitor should be provided for portability.

m. Should operate on mains as well as rechargeable battery. On battery it should operate for a minimum of 5 – 8 hours.

n. The unit shall be capable of operating continuously in ambient temperature of 10 – 40 ^{0}C and relative humidity of 15 – 90%

o. Power input to be 220 – 240 VAC, 50Hz Single Phase as appropriate fitted with Indian plug.

p. Resettable over current breaker shall be fitted for protection.

q. Suitable Automatic Voltage regulator/ stabilizer meeting ISI specifications should be supplied. Broad specifications are: Automatic Type Input 150 – 280 VAC, Output 220V ± 7%, 50Hz.

r. **Certifications:**

- **Product certification:** CE ; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.
- **Quality Certification:** ISO certified

SCHEDULE – XII

DI ELECTRIC TUBE SEALER (PORTABLE)

1 Blood Bag tube sealer is a compact equipment to seal the Blood Bag pilot tubing.

2 The system should be able to seal the Blood Bag tubes quickly and effectively.

3 Should be simple to handle.

4 System should gently seal the tubing with no haemolysis using radiofrequency.

5 Should be capable of making wide seal of 2 mm thickness.

6 The sealing time should not be more than 3 seconds.

7 Minimum weight should not exceed 2.5 Kg with all accessories & rechargeable battery & charger. A carrying case should be included. The battery should have at least warranty of 1 year. Price of the battery should be quoted in Form 10 (b).

8 Should have indication lamps for "Sealing Process" on handle or main unit.

9 No warm – up time should be required.

10 Should ensure easy separation of tube segments after the sealing.

11 System should run on battery with 8 - 10 hrs. back up.

12 Back up battery should seal more than 800 seals on PVC - tubes in continuous mode.

13 The units shall be capable of operating continuously in ambient temperature of 10 – 40 ^{O}C and relative humidity of 15 – 90%.

14 Power input: 220 – 240V/50 Hz AC Single phase fitted with appropriate Indian plugs and sockets.

15 Electrodes should be well protected by a cover.

16 Certifications:

- **Product certification:** CE ; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.
- **Quality Certification:** ISO certified

SCHEDULE – XIII

INCUBATOR WITH THERMOSTATIC CONTROL (75 LTR.)

a) Control: Equipped with Microprocessor controlled with a large digital display.
b) Work Chamber Volume: minimum 75 Litres.
c) Working temp.: Ambient temp. +5°C to 75°C whereas room temperature is around 20° – 24° C.
d) Temp. deviation: ±0.2°C.
e) Display: Digital display located on front panel of the equipment.
f) Easy to clean: An interchangeable silicon door gasket & removal of shelf supports make thorough cleaning and decontamination of the working chamber easy & safe
g) Inner casing: Should be made of corrosion resistant 304 grade stainless steel.
h) Shelves (adjustable): Perforated shelves made of corrosion resistant 304 grade stainless steel. Standard supply 3 nos. , inter shelves gap – 6″ approx.
i) Heat conduction: Gravity convection and air circulation.
j) Heater on rear / side / bottom of the equipment.
k) Power requirement: 230 V, single phase, 50 Hz.
l) After sales service: Prompt & efficient after sales service should be available from Kolkata.
m) Certifications:

- **Product certification:** CE ; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.
- **Quality Certification:** ISO certified

n) Quality Certification: ISO certificate of manufacturing unit
o) Product should have alcohol based L type calibrated thermometer (temp. range 0°-100°C).

SCHEDULE – XIV

SEMI AUTOMATED ELISA READER WITH PRINTER, SEMI AUTOMATED ELISA WASHER & MICROPIPETTES

1. Semi Automated ELISA Reader

a) Photometer 8 - 12 measurement channel
b) Wave length range 405 - 620 nm with upgradable slots should be available.
c) Filter: 405, 450,492 & 620 nm with optional additional filters.
d) Absorbance range 0 to 4.0 OD
e) Reading time for 96 well plates will not exceed 20 seconds.
f) Should be capable of reading in Multi level volume content
g) On board shaking with programmable time
h) Should have LED / Halogen light source & free replacement of light source for 10 years with free calibration at the time of changing of light source.
i) Calibration of the reader should be at least once a year during the period of warranty & CMC without any additional cost.
j) **Product Certification:**

CE (Declaration of Conformity on compliance with In Vitro Diagnostic Device Directive (IVD) - 98/79/EC)

OR

US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.

k) **Quality Certification:** ISO certificate
l) Compatible good quality UPS with appropriate KVA – 30 minutes backup
m) The UPS with battery should also be under warranty & CMC.

Programming:

i). Provide Levy Jennings chart recording system for QC & printout facility.
ii). Multi blank programming facility, various types of cut off programme
iii). Should be capable of printing results for 8 x 12 wells.
iv). Should provide computer with licensed software and compatible printer during warranty & CMC period.
v). Reader compatible licensed software should have unlimited uploading during warranty & CMC

period.

2. Semi Automated ELISA Washer

a) Cross wise aspiration, over flow washing, bottom washing

b) Automatic manifold detection

c) 8 or 12 channel manifold

d) Plate carrier auto cleavable and also can be sterilized

e) Equipment should be capable of using compatible bottle or container (should be supplied with additional 4 bottles)

f) Volume of wash liquid dispensed 50 to 350 μl with 50 μl increment

g) Suitable for UV & flat bottom micro plate etc.

h) Residual volume per well < 2 μl

i) Waste bottle with fluid sensor should be provided

j) **Product Certification:**

CE (Declaration of Conformity on compliance with In Vitro Diagnostic Device Directive (IVD) - 98/79/EC)

OR

US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.

k) **Quality Certification:** ISO certificate

3. Micro Pipettes*

a) Fully auto claveable with tip rejecter

b) Control button shall be operated by very low operating force

c) Ejector shall be operated by very low operating force

d) Should have two auto claveable trays

NOTE – i) Should provide calibration certificates from NABL accredited agency every year during warranty & CMC period.

ii) Calibration cost will have to be borne by the supplier.

- The following set of Micropipettes should be supplied with each ELISA Reader & Washer

SL.NO.	MICROLITRES (μL)	Quantity
1	2 – 10 μL	2
2	10–100 μL	2
3	100 – 200 μL	2
4	200 – 1000 μL	1
5	Adjustable 8 channel (40-300 μL)	2

- Capability and Reproducibility of the Micropipettes:

SL.NO.	MICROLITRES (µL)	ACCURACY	REPRODUCIBILITY
1	2-10 µL	± 1%	1% - 0.5%
2	10-150 µL	± 1%	1.5% - 1%
3	100-1000 µL	± 1%	0.5 – 0.4%

NOTE: The combination of micropipettes in terms of set has been given from 2 µL. to 1000 µL., which is indicative in nature. Any other combination to cover this volume may be considered.

e) Product Certification:
CE (Declaration of Conformity on compliance with In Vitro Diagnostic Device Directive (IVD) - 98/79/EC)

OR

US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.

***The micropipettes may or may not be from the same manufacturer of ELISA Reader and Washer, but they must comply with the tender specification (Sartorius / Pipettman / Biohit / Eppendorf/ Thermo fisher / Gilson)**

SCHEDULE – XV

Class - II A2 Biosafety Cabinet (4 ft)

1. The cabinet should be advanced microprocessor control, which supervises & intervenes operation of all cabinet functions. Temperature-compensated air velocity sensor monitors both exhaust and down flow. 24-hour clock, UV timer, UV run hour meter, and blower run hour meter are standard.
2. There should be provision of an indicator for filter change (when required).
3. There should be safety interlocking system for protection of instrument & user.
4. The cabinet should have high efficient blower motor preferably DC.
5. The cabinet should have long life DUAL ULPA / HEPA Filter for supply and exhaust (per IEST-RP-CC001.3) with 99.999% efficiency for particle size at least up to 0.3 microns.
6. Should have raised armrest for elevating the operators arms to prevent inflow grille blockage for safety work.
7. Work tray should be made of single piece stainless steel type 304.
8. Programmable automatic UV light timer should simplify operation and extending UV light life and saving energy.
9. There should be sliding front sash (slightly slanted) which can be fully opened to insert and remove large instruments.

10. The cabinet should come with following accessories: UV lamp, electrical outlet sockets and fully SS movable stand with wheels & brakes [antimicrobial coated] for easy movement.
11. Should have service station at Kolkata with trained engineer (mandatory).
12. Should be provided original literature.
13. **Certifications:**
    - **Product certification:** CE ; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries.
    - **Quality Certification:** ISO certified
14. NSF 49/ EN12469 certification.

SCHEDULE – XVI

Refrigerated Waterbath (Cryobath)

1. **TECHNICAL CHARACTERISTICS:**
    - For uniform thawing of plasma bags at preset temperature of 4° C ± 0.2° C
    - **Construction:** For uniform thawing of plasma bags at present temperature of 4° C ± 0.2° C.
    - High capacity pumps to facilitate optimum and uniform thawing of plasma.
    - System to prevent contamination of individual ports during thawing.
    - Microprocessor based digital controller to precise monitoring and controlling of temperatures at 4° C ± 0.2° C.
    - Stainless Steel (SS 304) tank of 22 gauge and stainless steel lid of at least 20 gauge.
    - Drain line with shut off valve.
    - Mounted on lockable castor wheels Temperature sensing method: Sealed sensor dipped directly in water.
    - **Power Consumption:** Maximum 1600 W.
    - **Operating Temperature:** 2° C to 6° C.
    - **Programmable Tem. Range:** 2° C to 50° C.
    - **Display Resolution :** 0.1° C-0.5° C

- **Time Taken:** Time taken for one process should not be more than 2 hours for plasma bags store at -40° C.
- **Tray:** Stainless steel (SS 304) removable tray of individual compartments for holding plasma bags.
- **Capacity:** 10-20 bags per run or per one cycle.
- **Setting:** Manual.
- **User interface:** Manual.

2. PHYSICAL CHARACTERISTICS:
   - 2.1. **Noise (In dBA):** Noise factor should not exceed 60 dB
3. ENERGY SOURCE (electricity, UPS solar, gas, water, CO2.....):
   - 3.1. **Power requirement:** Input voltage 230+10%V, 50Hz, 15Amp Single phase AC
4. ACCESSORIES, SPARE PARTS, CONSUMABLES:
   - 4.1. **Accessories & spare parts:** Complete with comprehensive set of spare parts and a suitable capacity voltage stabilizer. The make, rating, model, description, specification, price, quantity or each item shall be furnished separately.
5. ENVIRONMENTAL & DEPARTMENTAL CONSIDERATIONS:
   - 5.1. **Atmosphere / Ambiance (air conditioning, humidity, dust...):** Capable of operating continuously in ambient temperature of 10 to around 30° C and relative humidity of 15 to 90%
   - 5.2. **Additional requirement:** All equipments should specify design qualifications, installation qualifications, operational qualification and performance qualifications, validation and calibration reports should have traceability towards applicable national/ international standards. Performance, efficiency, other factors such as distortions etc as applicable be also furnished. Complete construction details in respect of manual specification, thickness, finish etc are to be furnished.
6. STANDARDS & SAFETY:
   - 6.1. Product Certification: CE ; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries
   - 6.2. Quality Certification: ISO Certified
   - 6.3. Supporting documents to be provided for protection of electrical safety.
7. WARRANTY & MAINTENANCE:
   - 7.1. **Warranty:** 2 years

11.1. **CMC:** 5 years

SCHEDULE – XVII

Semi Automated Coagulometer

1. TECHNICAL CHARACTERISTICS:

- Should be microcomputer controlled semi automatic with at least 4 channels optics.
- Based on optical / mechanical principle with LED suitable for PT, a-PT, fibrinogen, thrombin time, factors II, IV, VII, VIII, IX ,X, XI, XII.
- Results can be represented in seconds %activity, ratio, INR and g/L and mg/L Should be able to stop specific test parameter in the system.
- Printer type should be specified with equipment specification(Laser printer with maintenance cost included in CMC)
- Should generate the standard curve for factor assays.
- Open system for reagent and low reagent consumption.
- **Construction:** Should have integrated/external incubation block with pre warming position.
- Complete system with printer or printer connectivity is required.
- Display: LCD display
- Calibration: manual
- Detailed results including graphical representation.
- **Settings:** Manual
- **User's interface:** Manual
- Should have provision for LIS compatibility

2. ENERGY SOURCE (electricity, UPS solar, gas, water, CO2.....):

2.1. **Power Requirements:** Input voltage 220 /240V 50Hz fitted with Indian plug.

2.2. **Other energy supplies:** Suitable online UPS with maintenance free batteries for minimum 30 mins backup should be supplied with the system.

3. ACCESSORIES SPARE PARTS CONSUMABLES:

3.1. **Accessories & Spare parts:** Complete with maintenance comprehensive set of spare parts. The make rating model, description, specification, price, quantity, of each item shall be furnished separately.

4. ENVIRONMENTAL AND DEPARTMENTAL CONSIDARATION:

4.1. **Atmosphere/ Amblance (Air-conditioning, Humidity, Dust):** Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%

4.2. **Additional requirement:** All equipment should specify design qualification operational qualification and performance qualification validation and calibration report should have traceability towards applicable National/International standards. Performance efficiency other factor such as distortion etc as applicable be also furnished. Complete construction details in respect material specification thickness finish etc are to be furnished.

5. STANDARD AND SAFETY:

5.1. **Product Certification:** CE ; Should be supported with documentations or US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries

5.2. **Quality certifications:** ISO certified

5.3. Supporting documents to be provided for protection of electrical safety.

6. WARRANTY AND MAINTENANCE:

6.1. **Warranty:** 2 years

6.2. **CMC:** 5 years

SCHEDULE – XVIII

Refrigerated Centrifuge (Cryo Centrifuge)

Purpose: For separation of blood components like packed cells, platelet rich plasma, platelet concentrate, Plasma, Cryoprecipitate etc.

1. TECHNICAL CHARACTERISTICS:

1.1. **Refrigerant Centrifuge with CFC free refrigerant.**

1.1.1. **Construction:**

- Microprocessor controlled system to make operation automatic,
- **Programmable memory**: Memory with tamper proof facility.
- **Stainless steel chamber** : Should be of easy to clean, corrosion resistant type.

The chamber preferably should come with provision of both drain and condensed water collection container.

The chamber should be supplied with Removable plastic cups (2 sets of 12 plastic cups) to hold single/double/triple/quadruple/quintuple (soft filter) blood bags with partition in every bucket.

- Insert with hook adapter to spin buffy coat or small volume of blood and balancing weights for inserts. Must be equipped with automatic lid lock system which means the lid cannot be opened manually and / or by any internal force during operation to prevent accidental incident.
- Speed variation: Microprocessor controlled rotor speed to within 10 rpm of set value.
- Adjustable acceleration and deceleration profiles & digital display must be available.
- Microprocessor controlled chamber temperature within ±1 deg C of set temperature regardless of the centrifuge speed.
- Programmable time: 0-99 minutes or more with minimum resolution of 1 minute.
- Digital display of temperature, speed and time with full resolution.
- There should be Motor imbalance detection system and the Centrifuge should immediately shut down if such imbalance is detected. Should incorporate alarms for imbalance detection, lid interlock, over temperature, rotor over speed.
- Temperature should reach 4 deg C with full load (accuracy ± 0.5 deg C)

1.2. **Capacity:** Swing bucket blood bank rotor: With metal buckets, 6 x 2000mL, with or without wind shielded, Suitable adaptors for 12 blood bags of 350mL & 450mL with soft filter, atleast 4 set of volume and weight compensate for maintenance of quality of the components.

1.3. **Settings:** Manual

1.4. **User's Interface:** Manual

1.5. **Software and/or standard of communication:** required for the documentation purposes

PHYSICAL CHARACTERISTICS:

1.6. **Noise (in dBA):** Noise factor should not exceed 60 decibels

2. ENERGY SOURCE (electricity, UPS, solar gas, water, CO_2....):

2.1. **Power Requirements:** Input voltage single phase / three phase along with a servo voltage stabilizer of appropriate rating with input voltage of 110 to 280 V / 200 to 400 V, 50 Hz and output voltage 220 V ± 10 and high low voltage auto cut.

3. ACCESSORIES, SPARE PARTS, CONSUMABLES:

3.1. **Accessories & spare parts:** Complete with comprehensive set of spare parts. Volume & weight compensate accessories should be provided in adequate quantity to run full capacity.

4. ENVIRONMENTAL & DEPARTMENTAL CONSIDERATIONS):

4.1. **Atmosphere / Ambiance (air conditioning, humidity, dust...):** Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90%

4.2. Additional requirement: All equipments should specify design qualifications, installation qualifications, operational qualification and performance qualifications; validation and calibration reports should have traceability towards applicable national/ international standards. Performance, efficiency, other factors such as distortions etc as applicable be also furnished. Complete construction details in respect of manual specification, thickness, finish etc are to be furnished.

4.3. Facility to remove the blood bags during power failure / emergency.

4.4. Provision for calibration window during intra-operative phase.

5. STANDARDS & SAFETY:

5.1. **Product Certification:**

CE ("Conformite Europeene") Class II A certification from European Union notified body having 4 digit identification number

OR

The product must be enlisted under US FDA and the quoted model must have US FDA certification to market in US & export to other countries. The manufacturer must operate in substantial compliance with Good Manufacturing Practice (GMP) (vide U.S. FOOD & DRUG ADMINISTRATION- https://www.accessdata.fda.gov)

5.2. Quality Certification: ISO Certified

5.3. Supporting documents to be provided for protection of electrical safety that of IEC (Class I).

5.4. All the bidders or vendors to submit a validation / QC / process control data related to the components prepared on the quoted model at the time of bid submission.

i) FFP: PT, APTT, Fibrinogen

ii) Platelet concentrates: Platelet count / yield, WBC count, RBC count, Hct. (Both in PRP / PC & Buffy coat)

iii) Conc. RBC: Hct, Hb, Product volume, WBC count.

6. WARRANTY & MAINTENANCE:

6.1. **Warranty:** 2 years

6.2. **CMC:** 5 years

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 two (2) years from the date of acceptance after commissioning of the goods. During warranty, cost and responsibility of the transport/shifting of the equipment, in case so required for repair, etc, shall be entirely borne by the Supplier, without any liability on the consignee. In case of such shifting of equipment, alternative working equipment shall be first made available to the consignee to avoid any disruption in the clinical work

iii. MAINTENANCE

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

iv. Labelling & Packing

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

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

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

	Procured by : **West Bengal Medical Services Corporation Limited** **(WBMSCL)**
Reference No. :	
Machine Serial No. :	Facility Asset No. :
Warranty (Xyrs) upto :	Approved CMC Rate: per annum
CMC starts on :	CMC valid upto :
Last PMS on :	Next PMS due on :
Complaint logging at : ✉: abc@abc.com,	☎: (0XX) XXXX XXXX / XXXX XXXX
Service Engineer : Mr. XYZ,	✉: abc@abc.com, ☎: 09XXXXXXXXX
Service Manager : Mr. XYZ,	✉: abc@abc.com, ☎: 09XXXXXXXXX

4. LIST OF RELATED SERVICES

i) Incidental Services

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

(a) Performance or supervision of the assembly, installation and/or start-up of the supplied equipments

(b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment

(c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied equipments at the time of delivery

(d) Successful tenderer shall be required to give an undertaking that suitable trained service engineers shall be posted at three places of West Bengal for providing prompt, effective and preventive maintenance during the period of warranty as defined as well as CMC period.

(e) The Comprehensive maintenance Contract (Including Spare Parts)

(i) The Purchaser/ Consignees/ Government of WB, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier at the contracted price.

(ii) The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the CMC period for preventive maintenance.

(f) Training of the Purchaser's personnel, on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Good. This must be carried out at the time of commissioning of Equipment.

ii) Availability of Spare parts

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

5. Inspections and Tests

a) The Vendor shall get the Goods inspected in the manufacturer's works by a competent authority and submit a test certificate and also a guarantee/warranty certificate that the Goods conform to laid down specifications.

b) WBMSCL or its representative may inspect and/or test any or all item of the Goods to confirm their conformity to the Contract, prior to dispatch from the manufacturer's premises or at the port of entry.

Section V. Bidding Forms

FORM 1

Tender Form

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

(All the bidders have prepare and submit Form 1)

Date: .....

Bid Reference No.: _____, Schedule- ____

Name of Contract: Supply and Commissioning of Medical Equipments for Blood Component Separation Unit for the Hospitals and Medical Colleges of the Govt. 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-76/2018, Dated - 25.04.2018** and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to Supply and Commissioning of *[Name of the equipment]* for Blood Component Separation Unit for the Hospitals and Medical Colleges 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 _____ (*insert name of country of incorporation*) and governed by them.

f) Our Company have commissioned _____nos. of the offered model and providing necessary service support to the equipments.

g) We have never been blacklisted by any Government Department/ Agency in India during the last 5 years.

h) There is no adverse report against the equipment offered by us in any Government Department / Agency in India.

i) We will permit WBMSCL or its representative to inspect our accounts and records and other documents relating to the bid submission.

j) All the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, penalties shall be imposed in terms of the bid document.

k) We, if selected in the tender, will arrange to maintain 97% service up time i.e. a minimum of 354 days out of 365 days in a year of the offered equipment *[name the equipment]* during the warranty & CMC period.

l) The time for rectification of the equipment will not be more than 48 hours from the time of the complaint is lodged.

m) In case the defective equipment is not put back to use beyond 72 hours, we will install alternative equipment for providing uninterrupted service.

n) The penalty for beyond 72 hours downtime & if standby unit is not provided, will be borne by us in terms of Clause 8. Service Up time in Warranty & CMC mentioned in A. Important information at a glance Under Section I: Instructions to Tenderers of the bid document.

2. understand that:

(i) Partial or incomplete bid submission will lead to cancellation of our bid.

(ii) The tender inviting and accepting authority can vary quantity 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, signed & notarized (where applicable)

Name.....

In the capacity of.....

Signed .....

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

Date.....

Form 2: CHECK-LIST

[Please fill in and include with your Bid]

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

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

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

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

Non statutory documents to be submitted under My Document				
Sl. No.	Activity	Yes/No/ NA	Page No in the Bid	Remark
1	PAN Card			
2	15 – digit Goods and Services Taxpayer Identification Number (GSTIN)			
3	License from Government/ Statutory Authority as applicable OR Registration with the Registrar Of Companies, if applicable.			
4	Manufacturing Licence (National/International). (In case, manufacturing licence is not required / applicable for production of the quoted item, notarized declaration from the manufacturer is to be submitted)			
5	Performance Statement Form (For the period of last three calendar years ending December 2017) - Form 7 of Section V			
6	ISO certificate			
7	Income Tax returns for assessment year 2014-15, 2015-16 & 2016-17			
8	Acknowledgement of VAT Returns for 2015-16 or 2016-17 /VAT Clearance Certificate.			
9	Acknowledgement of CST Returns for 2015-16 or 2016-17 /CST Clearance Certificate.			
10	Tender Form as per Form 1			
14	Manufacturer's Authorization (If applicable) as per Form no. 6 of Section V			
15	List of installations & commissioning in India of offered model. (self declaration)			
16	Satisfactory Performance Certificate from at least 3 (three) users of the quoted model in support of the satisfactory operation in India			
17	P/L & Balance sheet 2015-2016			
18	P/L & Balance sheet 2016-2017			
BID - A				
Sl. No.	Activity	Yes/No /NA	Page No in the Bid	Remark
19	Earnest Money Deposit (EMD))/ Bid Security in the form of			

	Bank Guarantee (BG)			
20	Declaration of the bidder on letter head that "We agree to submit a copy of the Tender Documents and its Amendments and Addendums thereto duly initialled by us in all pages with our seal/ rubber stamp affixed thereto, in token of acceptance thereof."			
	BID - B			
Sl. No.	**Activity**	**Yes/No/NA**	**Page No in the Bid**	**Remark**
21	Model of the equipment offered for **(Self Declaration)** with Technical Data Sheet			
22	Comparative Data Table of the Technical Specifications (Form No. 4 of Section V)			
23	2 sets of Brochure of the offered product / model.			
24	i) <u>For Schedule I, II, IV, V, VIII, IX, XI, XII, XIII, XV, XVI, XVII</u> CE; Should be supported with documentations OR US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries. ii) <u>For Schedule XIV</u> CE (Declaration of Conformity on compliance with In Vitro Diagnostic Device Directive (IVD) - 98/79/EC) OR US FDA (The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries. iii) <u>For Schedule VI, VII, X, XVIII</u> CE ("Conformite Europeene") Class II A certificate from European Union notified body having 4 digit identification number OR The product must be enlisted under US FDA and the quoted model must have US FDA certification to market in US & export to other countries. The manufacturer must operate in substantial compliance with Good Manufacturing Practice (GMP) (vide U.S. FOOD & DRUG ADMINISTRATION- https://www.accessdata.fda.gov)			
25	Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any]			
26	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2014-15, 2015-16, 2016-17) (in INR) - to be certified by practicing Chartered Accountant as per format given in **FORM 10**			
27	Form 11: Declaration of Quality Certification of Equipment (as applicable)			

Form 3a: Consignee Receipt Certificate (CRC)

(To be issed by consignee's authorized representative)

West Bengal Medical Services Corp. Ltd.

[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)

West Bengal Medical Services Corp. Ltd.

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

Bid Reference :

Award of Contract Reference :

Description of Equipment/Service :

Date of Commissioning :

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

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

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

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

The supplier has also submitted the following,

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

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

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

Sticker designed by WBMSCL is fitted with the equipment Yes ☐ No ☐

Signature with stamp:

Name (in Block) :

Designation :

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

(Technical Compliance Statement)

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. : ..... **Equipment: .....** **Offered Model: .....**

Sl	*WBMSCL's minimum Technical Requirements*	*Technical Compliance*	*Remarks*

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

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

_____
[Bank's Name and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of WBMSCL]*

Date: _____

BID GUARANTEE No.: _____

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

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

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

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

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

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

_____
[Signature]

Form 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 years, if applicable)

Bid no:_____ Date of Opening:_____

Name of the Firm _____

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

Signature and seal of the Tenderer

_____

Countersigned by and seal of Chartered Accountant

_____

Form 8: Statement of Breakup of Duties and Taxes

Sl. No.	Particulars	Percentage	Price (In INR)
1	Basic Price of equipment including value of goods, accessories & ancillaries, freight charges, installation, commissioning, end user training as many number of times as required during the period of warranty and any other charges as applicable excluding GST		
2	GST		
Gross Price			

Form 9(a): PRICES FOR CONSUMABLES

Sl. No	Items	Basic Price of 1(one) number in INR excluding 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 & CMC period.

Form 9(b): PRICES FOR SPARES

Sl. No	Items	Basic Price of 1(one) number in INR excluding GST
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 2014-15, 2015-16, 2016-17 is Rs. ..... as per the Audited Accounts of the Organization.

Signature and seal of Chartered Accountant

_____

Form 11: DECLARATION OF QUALITY CERTIFICATION OF EQUIPMENT

(To Be Notarised)

AFFIDAVIT

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

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

DEPONENT"

Section VI. Contract Forms

Form 1: Performance Security

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

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

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

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

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

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

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

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

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

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

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

---

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

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