



## **Notice Inviting e-Tender**

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

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**Selection of agency for comprehensive maintenance of Bio-Medical equipment at all the Medical Colleges & Hospitals, District Hospitals, Sub Divisional Hospitals, State General Hospitals, Block Primary Health Centres, Rural hospitals, Primary Health Centres, Sub Centres, Urban Primary Health Centre and other Health Units fallen in the Administrative Division of Health and Family Welfare Department under Government of West Bengal**  
(Submission of Bid through *online*)

**Bid Reference No.: WBMSCL/NIT-586/2023**

**Dated-30.09.2023**

2<sup>nd</sup> call of Bid Reference Number WBMSCL/NIT-267/2023, Dated: 23-05-2023

### **Amendment III**

The West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by the Health & Family Welfare Department, Government of West Bengal for selection of agency for comprehensive maintenance of Bio-Medical equipment to all the Hospitals and Healthcare units including Medical Colleges & Hospitals, District hospitals, Sub Divisional hospitals, State General Hospitals, Block Primary Health centres, Rural hospitals, Primary Health centres, Sub Centres, Urban Primary Health Centre and other Health Units under the Administrative Control of the Health and Family Welfare Department, Government of West Bengal excluding 42 Super Specialty Hospitals in the State of West Bengal for a period of 4 (Four) years. The agreement shall be initially executed for a period of 4 (four) years which may be further extendable for 02 (two) years subject to satisfactory performance.

WBMSCL hereby invites e-bid from eligible agencies / service providers having registered office in India. Total Earnest Money is 5 (five) Crore. Out of this, Rs 5 (Five) lakh should be paid online through e-tender portal and balance amount to be submitted in form of Bank Guarantee (BG).

Total Division-wise (for Presidency, Burdwan and Jalpaiguri Division) Bio-Medical Equipment Inventory for the different Hospitals and Health units excluding 42 Super Specialty Hospitals in the State of West Bengal for which maintenance services are being invited & the cost Analysis is annexed as **Table-I** with this e-NIT document. The list of hospitals is annexed herein in **Table-II**. **In case of any existing Hospital and Health Unit under the Administrative**

**Control of the Health and Family Welfare Department, Government of West Bengal is not included in the list, the same may be included later on with same terms and condition of the tender.**

**1. General Instructions:**

Intending bidder may download the tender documents free of cost from the websites - <http://wbtenders.gov.in>, [www.wbhealth.gov.in](http://www.wbhealth.gov.in), [www.egiyebangla.gov.in](http://www.egiyebangla.gov.in) or from the website of WBMSCL at [www.wbmsc.gov.in](http://www.wbmsc.gov.in).

**2. Submission of bids:**

Both Technical bid and financial bid are to be submitted concurrently duly digitally signed by the Company personnel with the help of Digital Signature Certificate (DSC) who is in the pay roll of the Company (having authorization from the Company Management) in the website <http://wbtenders.gov.in>. All papers must be submitted in English language with Page Marking. Check list should be filled up properly and completely including page marking as per given format of “Check List”.

**3. Refund of EMD:**

The EMD of unsuccessful Bidders shall be returned in the same route to the account from where the transaction was processed within reasonable time upon receipt of the successful Bidder's the Performance Bank Guarantee.

The Earnest Money of the successful bidders will be refunded within **30 (Thirty)** days after submission of Performance Bank Guarantee followed by Signing of Agreement.

**5. Time Schedules for the e-tender:**

The time schedule for downloading the bid documents, pre bid meetings, the submission of bids and other documents etc. will be as per the list provided in clause no 31 given below.

**6. Eligibility for Quoting:**

- a. The bidder may be a Company / Agency / Sole Bidder.
- b. The Bidder should be registered as a legal entity.
- c. Technical capacity of the Bidder :
  - i. The bidder should have experience of handling similar comprehensive maintenance of Bio-medical equipment project in any State of India during the last three financial years i.e. 2019-20, 2020-21 & 2021-22 / 2020-21, 2021-22 & 2022-23 (Certified by the ordering authority/competent authority of the respective facility) wherein the project value should be at least Rs. 240 (two Hundred Forty) Crore cumulative for three years

OR

The bidder should have experience of handling any single Bio-medical equipment maintenance project in any State of India worth Rs. 100 (one hundred) crore/ year for 3 years.

- ii. The Bidder should be able to give certified (by ordering authority) evidence of existence / tie up of Centralized Call center for managing the bio medical equipment maintenance activity for similar type of project.
- iii. The Bidder must give an undertaking to equip its trained Bio Medical Engineers (human resource) with required vehicles to reach out to sites as well as vehicles to carry tools and equipment to and from the site. The bidder must also ensure that no equipment is transferred across health facilities to meet requirement at random as this could disturb patient care and planning at a given facility.
- iv. The Bidder is expected to provide detail information as per the Annexure I (a) i.e.

Application format and furnish documents to support its claim.

- v. Details of all information related to the past experience and background should describe the nature of work, name and address of client, date of award of assignment, size of the project etc. – in the prescribed format given at Annexure I(b) duly Certified by the ordering authority / competent authority of the respective facility.
  - vi. The Bidder should submit details of financial capability for the last 3 (three) financial years i.e. 2019-20, 2020-21 & 2021-22 / 2020-21, 2021-22 & 2022-23 (All should be Audited & Certified by the Chartered Accountant / Cost Accountant) as per Financial Information in the PAYMENT CERTIFICATE 1 of My Document / Statutory Cover. The Qualification bid should be accompanied with the Audited Annual Reports including all financial statements of the Bidder.
  - vii. The Bidder should not be blacklisted by any Central / State Government Organization during last 5 years.
  - viii. Bidder should not exit prematurely from BMEM Project in anywhere in state/Central Government Organisation during 5 years
- d. Technical Qualification:** ISO certification of the bidder is desirable. For calibration works the bidder should do it through NABL certified agencies. For carrying out quality assurance of radiology items the bidder should do it through AERB certified agencies. The certificates should be valid through last date of submission of tender.
- e. Financial capacity of the Bidder:**  
The Bidder should have robust financial capacity and have an average annual turnover / gross receipt of a minimum of Rs 180.00 crores for the last three financial years i.e. 2019-20, 2020-21 & 2021-22 / 2020-21, 2021-22 & 2022-23 (All should be certified by the Chartered Accountant / Cost Accountant)- to be certified by practicing Chartered Accountant as per format given in Annexure VIII
- 7. Bid Security / Earnest Money Deposit (EMD):**  
Total Earnest Money is 5 (five) Crore. Out of this, Rs 5 (Five) lakh should be paid online through e-tender portal (<http://wbtdenders.gov.in>) for participation in the Tender and balance amount to be submitted in form of Bank Guarantee (BG).
- 8. Performance Bank Guarantee:**
- a. Submission of Performance Bank Guarantee will be mandatory for all approved Bidder and will not be waived in any case.
  - b. The successful tenderer (service provider) shall be required to furnish the Performance Bank Guarantee @ 10% of the project value equally divisible per year.
  - c. The Performance Bank Guarantee from any Nationalized / Scheduled Bank in India acceptable to the Government of West Bengal should be submitted to this office within 15 (fifteen) days from the date of issue of AOC (Award of Contract). The format of the performance bank guarantee is annexed herein as "**Bank Guarantee Format**".
  - d. The performance Bank Guarantee will be valid up to 6(six) months after the expiry of agreement period.
- 9. Agreement period:**  
The agreement shall be initially executed for a period of 4 (four) years which may be further extendable for 02 (two) years subject to satisfactory performance.  
Either party may terminate this agreement for reason by giving 6 (Six) months calendar days prior notice.
- 10. SUBMISSION OF THE TENDERS:**  
The followings are to be submitted.

- I. NON-STATUTORY/ MY DOCUMENTS containing the following documents:  
This folder will be named as ‘My Document’.

Sl.	Category	Sub Category	Sub Category Description
A.	Certificates	Certificates	PAN Card of the Bidder
			GST Registration certificate
B.	Company Details	Company Details	Trade Licence / Enlistment.
			Registration with Registrar of Companies
C.	Financial Information	Payment Certificate 1	Income Tax Returns submitted for the previous year F.Y. 2019-20, 2020-21 & 2021-22 or 2020-21, 2021-22 & 2022-23
			GST Returns (of the last quarter) for the year F.Y. 2019-20, 2020-21 & 2021-22 / 2020-21, 2021-22 & 2022-23
			Audited P/L Balance Sheet for the F.Y. 2019-20, 2020-21 & 2021-22 / 2020-21, 2021-22 & 2022-23(All should be Audited & Certified by the Chartered Accountant / Cost Accountant)

II. Statutory Documents

- (a) “**BID A**” (Should be in multiple page single PDF file)

1. EMD : Copy of receipt of online submission of EMD & scan copy of Bank guarantee

- (b) “**BID B**” : - Company Specific Technical Documents (PDF)

(SINGLE FILE MULTIPLE PAGE SCANNED) The scanned document uploaded should be legible and readable and should not be repetitive. Uploading of illegible scanned document will not be accepted and will stand for rejection of bid.

A	CHECK LIST in the prescribed format.
B	Application in Annexure I along with Annexure there to with information of the bidder in Annexure I(a) & Performance Statement Form in Annexure I (b)
C	Power of Attorney for signing for proposal submission as per Annexure II.
D	Affidavit on Non Judicial Paper worth Rs 100.00 for Non Conviction & Non blacklisting sworn before the Notary Public/Judicial Magistrate/Executive Magistrate on or after the date of publication of the Tender Notice in Annexure III
E	Anti Collusion Certificate in Annexure IV
F	Project undertaking in Annexure V
G	Details of Eligible Experience in Annexure VII
H	Average annual turnover to be certified by practicing Chartered Accountant as per format given in Annexure VIII
I	Documentary evidence as per point i of point c. Technical capacity of the bidder under point 6. of Eligibility for quoting
J	ISO & NABL certificate as per point d. technical qualification under point 6. of Eligibility for quoting
K	Declaration as per point ii. & iii of point c. Technical capacity of the bidder under point 6. of Eligibility for quoting

Note 1: For non applicability for some documents, please mention ‘NA’ in the check list.

III. “**BID C**”: - FINANCIAL COVER BOQ

The folder as “Financial Bid” shall contain:

The BOQ with the estimated value of the current inventory of all Bio Medical Equipments at the different Hospitals and Healthcare units:

11. **Evaluation of the tenders:**

During the tender evaluation process, the “BID A” &\* “BID B” will be opened first.

Those Bidders who have qualified in respect of the essential & other requirements in “BID

A” & “BID B” will be identified. The Financial Bids of only these Bidders passing the essential and other requirement test will be opened. If found suitable in the context of above pre qualification etc, the Bidder quoting the lowest rate (i.e. % of asset value) will be considered as successful.

Annual escalation of 5% simple interest will be applicable on the rates of previous year. For example if the quoted amount by bidder is 3% (which is the rate for the first year) the rate for the second year will be 3.15% (5% of 3 is 0.15).

In the event of a tie bid, decision will be taken by the TIA (Tender Inviting Authority) in pursuance of the extant rules and regulations.

The Bidder may submit the original copy of Technical Bid. Sealed in an envelope & marked the envelope as Technical Bid for Comprehensive Maintenance of Bio-Medical Equipment in Bihar under Biomedical Equipment Management and Maintenance Program. However the technical evaluation will be done only on the basis of technical bid and supporting documents submitted online only.

THE DECISION OF THE TENDER EVALUATION COMMITTEE WILL BE FINAL AND BINDING IN THIS MATTER.

12. **DISCLAIMER:**

- a) The information contained in this Request for Proposal document or subsequently provided to the Bidder(s), in documentary or any other form is provided to Bidder(s) following terms and conditions set out in this E-NIT and such other terms and conditions subject to which such information is provided to the Bidder.
- b) Whilst the information in this E-NIT has been prepared in good faith and contains general information in respect of the Proposed Project, the E-NIT is not and does not purport to contain all the information which the Bidder may require.
- c) Neither the Authority, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Project, or makes any representation or warranty, express or implied, with respect to the information contained in this E-NIT or on which this E-NIT is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.
- d) This E-NIT document is not an agreement and is not an offer or invitation by the West Bengal Medical Services Corporation Ltd or its representatives to the prospective Bidders or any other person. The purpose of this E-NIT document is to provide interested parties with information to assist the formulation of their Proposal. The information contained in this E-NIT is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this E-NIT or to correct any inaccuracies therein that may be in this e-NIT and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed Project.
- e) This e-NIT includes certain statements, estimates and targets with respect to the Project. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the Authority, (and the base information on which they are made) which may or may not prove to be correct. No representation

or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this e-NIT is, or should be relied on as, a promise, representation, or warranty.

- f) e-NIT document and the information contained therein is meant only for those applying for this Project, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposal.
- g) The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any lo damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in the e-NIT or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the e-NIT and a assessment, assumption, statement or information contained therein or deemed to form part of this e-NIT or arise in any way for participation in this Bidding process.
- h) The Authority also accepts no liability of any nature whether resulting from negligence or otherwise whatsoever caused arising from reliance of any Bidder upon the statements contained in this e-NIT.
- i) The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend supplement the information, assessment or assumptions contained in this e-NIT.
- j) The issue of this e-NIT does not imply that the Authority is bound to select a Bidder or to appoint the Select Bidder or Bidders, as the case may be, for the Project and the Authority reserves the right to reject all or any of Bidders or Bids at any point of time without assigning any reason whatsoever.
- k) The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid includes but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.
- l) Any information/documents including information/ documents pertaining to this e-NIT or subsequently provided Bidder and/or Selected Bidder AND information/ documents relating to the Bidding process; the disclosure which is prejudicial and/or detrimental to, or endangers, the implementation of the Project IS NOT SUBJECT DISCLOSURE AS PUBLIC INFORMATION/DOCUMENTS.

13. **Instructions to Bidders:**

**General Terms of Bidding:**

- a) All the Bidders are required to submit their Proposal in accordance with the terms set forth in this e-NIT through e tender portal.
- b) The Authority reserves the right to invite fresh bids with or without amendment of the e-NIT at any stage or to terminate at any time the entire

- bidding/selection process without any liability or any obligation to any of the Bidders and without assigning any reason whatsoever.
- c) The Bidders shall attach its Proposal, complete with its Annexures, all the relevant documents to support information provided in the Proposal.
  - d) The Bidder should submit a Power of Attorney as per the format mentioned in Annexure II, authorizing the signatory of the Proposal to commit the Bidder.
  - e) Any entity which has been barred/ blacklisted by the Government of West Bengal, any other State Government or Government of India from participating in any project, and the bar/blacklisting subsists as on the Proposal Due Date, the concerned entity would not be eligible to submit the Proposal. The Bidder shall have to submit an affidavit to this effect as per Annexure IV as part of the Qualification Proposal.
  - f) While bid is open to bidders from any other country, the bidder shall work through a subsidiary or a registered company based in India.
  - g) Any Entity which is convicted for any offence in the Court of Law. The Bidder shall have to submit an affidavit to this effect as per Annexure IV as part of the Qualification Proposal.
  - h) **Participation in the form of consortium is not acceptable.**

#### 14. Scope of Work

Government of West Bengal seeks to engage Service Provider for Maintenance of Biomedical Equipment excluding 42 Super Specialty Hospitals in the State of West Bengal with an aim:

- 14.1 IVRS number and Web based call logging and app based call logging system for Equipment Management Information System (EMIS) for maintenance of Biomedical Equipment in the Hospitals and Healthcare units should be developed by the Service Provider within 30 (thirty) days from the date of issue of the Award of Contract.
- 14.2 Bar coding / QR coding and Asset tagging of all equipment should be completed within 3 (three) months from the date of issue of the Award of Contract. During this process the maintenance service of the Biomedical Equipment will be ensured except historical breakdown. All historical calls (if any) should be closed within 4 (Four) months. Category wise report for critical, non-critical, historical, RBER (Recommended Beyond Economic Repair), machine not in use, machine is in packed condition, functional and non-functional should be completed and submitted within 3 (three) months from the date of issue of the Award of Contract. The report should be submitted as per Annexed format and duly signed by Principal (for Medical College) / MSVP (for Medical College) / Additional Medical Superintendent (for Medical College) and in case of District, Sub-district and other Hospitals Superintendent / BMOH.
- 14.3 The selected service provider should submit the Preventive Maintenance Report quarterly duly signed by Principal (for Medical College) / MSVP (for Medical College) / Additional Medical Superintendent (for Medical College) and in case of District, Sub-district and other Hospitals Superintendent / BMOH. The service provider shall pay visit as mentioned in clause number 14.12 and 14.13 to the Hospitals and Healthcare units and bring the uses of the equipment to the notice of WBMSCL / Health Facility / Health & Family Welfare Department. A register with a checklist of all equipment present in a department must be maintained where the status of all equipment must be specified and it should be signed by concerned Biomedical Engineer of service provider. It can be asked to produce in front of

WBMSCL at any point of time if demanded.

- 14.4 The selected service provider should produce a IVRS number, web based call logging and app based call logging system for Equipment Management Information System (EMIS) by which related activities (tracking the call, attending the call, maintain the equipment and finally close the call) at the Health Care Facilities will be accessible to WBMSCL or Authorized person from the TIA (Tender Inviting Authority) which is specified in the Equipment Management Information System (EMIS) clause.
- 14.5 At least 95% for all medical equipment in Medical Colleges & District Hospitals and 90% for all medical equipment in other Healthcare units for 24x7, 365 days should be ensured by the service provider otherwise the penalty will be imposed as per penalty clause.
- 14.6 At no point of time in a single breakdown, the response time should not be more than 48 hrs. for the remote facilities and 24 hrs. for the SGH or higher facilities.
- 14.7 For any medical equipment that is already under any maintenance contract in the form of AMC/CAMC/reagent rental/Spares agreement directly with Government of West Bengal, should not be covered under this contract. It should be tagged as zero asset value and the service provider should automatically enlist the item after expiry of such contract, as per the instruction of WBMSCL/Health Facility/Health & Family Welfare Department.
- 14.8 The equipment which is installed under the warranty period should not be covered under this contract but it should be tagged as zero asset value and the service provider should automatically enlist the item after expiry of warranty.
- 14.9 The sole service provider shall however be liable to ensure upkeep time declared in the bid for all equipment irrespective of any AMC/CAMC/warranty status for any equipment.
- 14.10 The service provider shall be responsible for dismantling, arrange relocation and reinstallation of the equipment intra-district, if required that should be done (if necessary), in presence of OEM as per the instruction of WBMSCL/Health Facility/Health & Family Welfare Department.
- 14.11 The service provider shall identify and respond to requests seeking maintenance of all Biomedical Equipment available in the Hospitals and Healthcare units through the Maintenance Process Tracking Identification Number (MPT-IDs).
- 14.12 The Bio medical Engineer(s) posted at the MCHs site will be held responsible to pay visit at least thrice in a week in all the departments and during emergency call the BME should be available within 1.5 hour and should submit a report (for all cases) to the concerned nodal officers / Head of the Department of that hospital.
- 14.13 The Bio medical Engineer(s) posted at the DHs, SDHs and SGHs site will be held responsible to pay visit at least twice in a week in all the departments and during emergency call the BME should be available within 2 hours and should submit a report (for all cases) to the concerned nodal officers / Superintendent of that hospitals.
- 14.14 If any additional visit is required for the critical care department additional

manpower should be deployed as per the direction of the end-user / WBMSCL.

- 14.15 Onsite training (call log training & hands on training / orientation program of the equipment to the suitable persons must be provided by the concerned service provider as and when required.
- 14.16 If any machine gets non-functional due to a particular spare parts, the engineers of the service provider should identify the spare parts within 2 (two) days from the date of call logging. The engineers of OEM should visit the site within 3 (three) days from the date of call logging. The service provider should issue P.O. copy within 5(five) days from the date of call logging. The service provider should make the machine functional within 7 (seven) days from the date of call logging. If the machine still remains non-functional even after 7 (seven) days from the date of call logging, the service provider must provide suitable justification as to why the machine is non-functional for more than 7 (seven) days and necessary action will be taken as per penal provision.
- 14.17 The service provider should ensure that the responsible/ designated engineers under this project should be engaged full time and not be engaged/ deployed/ spared in any other project.
- 14.18 Per 400 equipment the service provider should deploy 01 (one) biomedical engineer. Accordingly the number of biomedical engineers required at each site should be calculated by the service provider and engagement of BME's should be done as per this guideline. However, scale of deployment of Bio Medical Engineers at facilities like MCHs , DHs , SGHs and SDHs should be site specific.
- 14.19 No breakdown call should be entertained without IVRS call logging. Service provider should be proactive enough to train the users to log breakdown calls through IVRS call logging as and when required. If any call is attended without IVRS call logging and if such cases are brought under the notice of WBMSCL, strict actions will be taken against thereof.
- 14.20 The service provider should stick/ paste escalation matrix along with breakdown call logging protocol at all the departments of each and every health care facilities.
- 14.21 The service provider should have central warehouses stationed at North Bengal zone, Burdwan zone & Kolkata zone where the inventories of commonly used spare parts/ accessories/ consumables in adequate number should be kept in stock. In addition to this, the service provider should access frequent requirement of inventories at each site and accordingly should keep the stock ready at the sites, if required to reduce the downtime. The accessories / consumables should be of good quality as per OEM recommendation. If the quality found substandard and found affecting patient diagnostic parameters then service provider will be held responsible and will be penalized accordingly on case to case basis.
- 14.22 The list of accessories, ancillaries and consumables required for the smooth running of each and every equipment should be vetted by WBMSCL in every six months and same should be circulated to every healthcare facility for better understanding of the scope of the service provider.
- 14.23 The service provider must establish in-house service station at every facility from SGH level and above. However, if required in-house service station must be established in health facility below SGH level as per instruction of WBMSCL /

H&FW Department.

- 14.24 The service provider should not use spares/ any parts of any condemned machine of H&FW Department without permission of WBMSCL/ Health facility/ H&FW Department.
- 14.25 For RBER of any equipment, the service provider should furnish end of life / obsolesce certificate of OEM from it's Manufacturing Unit along with end of service support certificate from it's service unit. An equipment can be marked RBER only incase any of the following conditions:
- (a) End of life certificate / obsolete model declared by OEM
  - (b) OEM closed business or OEM not available
  - (c) Repair estimate during the breakdown of the machine is exceeding 67% or  $\frac{2}{3}^{\text{rd}}$  of the declared value of the asset(Asset value as verified by WBMSCL or H&FW Dept.). At no given point of time the cumulative repair estimate or repair estimate during previous breakdowns will be considered.
- 14.26 If any equipment is being recommended for Beyond Economic Repair (RBER) by the service provider, the Hospital Authority should certify on the issue whether the RBER of the machine is acceptable or not from the point of view of functionality and extreme importance in terms of patient care service. In case of urgency of use of the equipment being so certified by the concerned health care facility, the service provider will have to put its best effort for service of that equipment. The equipment which is accepted by Health Facility/WBMSCL/H&FW Department for RBER should not be covered under this contract but it should be tagged as zero asset value by the service provider as on date with necessary RBER tagging on the body of the equipment and the status should be reflected in dash board.
- 14.27 The service provider should have to reassess the number of equipment in each health care facility under its jurisdiction on a quarterly basis over a period of 12 (twelve) months and include an additional equipment till the remaining period of the term/duration of the Agreement and the monetary value for the maintenance of the added equipment shall be included in the subsequent quarter of that year as part of the existing scope of work and upon the same terms and condition specified in the Agreement and payment would be made on pro rata basis. Likewise, in case of deletion, the same procedure will be accordingly followed. Any equipment coming out of warranty/AMC/CMC with OEM of such equipment will be considered as new equipment and only newly installed equipment procured afresh will be considered as an addition. Further, any addition and / deletion of equipment should be certified by the concerned hospital authority and endorsed by the District BME and / or other nodal officers (as applicable), prior to inclusion in / deletion from the quarterly reassessment list subsequent to which the list will be verified from the end of WBMSCL if required and the value of individual equipment will also be examined by WBMSCL with reference to purchase order copies of similar equipment tendered for from its end or any other Govt. / Semi-Govt. Enterprises. Such exercise will be carried out on quarterly basis from issuance of Award of Contract to contract validity.
- 14.28 The tentative asset quantity is 85000 & tentative value is Rs. 1400 Cr projected on the basis of December, 2022 figures will be confirmed after finalization of the tender.
- 14.29 For overall monitoring of all the "biomedical equipment and HR" engaged by the

Agency, the service provider should set up a Central “ BMEM Control Room“ at WBMSCL HQ with at least 6 (six) experienced biomedical engineers for 365 Days follow up. All software and hardware set up to be done and maintained by the Agency for the said control room.

- 14.30 The service provider should mandatorily enter into back to back CMC agreement with OEM for equipment having asset value more than 10 lakh (and accordingly if necessary for asset value below Rs. 10 lakh) and for which there is no existing CMC agreement with OEM running at present. Denial on part of OEM must be reported to WBMSCL for further course of action.
- 14.31 If closure of a call is brought to the notice of WBMSCL / Health Facility without being properly redressed strict action will be taken thereof.
- 14.32 The service provider may have to provide depending on prevailing circumstances, standby equipment in the event of repair and maintenance to the original equipment during such period of repair for enabling unhindered patient care service.
- 14.33 Any consumable item or disposable item which is meant for single use / patient consumable shall be the responsibility of the respective hospitals. Reagents and chemicals shall also be the responsibility of the respective hospitals.
- 14.34 The service provider shall replace all spares and accessories of any equipment required for resolving the complaint or for the satisfactory functioning of the equipment during the contract period. The spares and accessories shall include X ray tubes, monoblock, image intensifier, HT Cables, Helium for MRI, Chiller of MRI, all kinds of Probes, all types of sensors and transducers, all kinds of electrodes, all kinds of cables, Detectors, battery, battery for UPS, other vaccumatic parts, flow sensors, Oxygen cells, probe for pulse oximeter, ECG cables, cassettes, image plates, tubing, bulbs/lamps, filing solutions of electrodes, RO filters and all kinds of other filters and cartridges used in water treatment system at labs, and any other spares/accessories which are not specifically mentioned here but required for the satisfactory functioning of the equipment as the case may be and also the accessories and other devices supplied along with the equipment like stabilizer, UPS, Computer attached to the particular machine, Compressor, Monitor and any other accessory not mentioned above and forms integral part of the equipment system, without which the equipment cannot function satisfactorily.
- 14.35 Historical call (if any) should be addressed within 6 (six) months after issuance of Award of Contract.
- 14.36 For Medical Equipment which are under warranty, the concerned Supplier / OEM shall be responsible for its maintenance and upkeep during the warranty period as per norms and beyond which it comes under the purview of this tender. For Medical Equipment which are under warranty, the Service provider shall monitor all the maintenance activities / warranty obligations provided by the concerned supplier / OEM on behalf of WBMSCL / H & FW Dept. / Hospital Authority for entire warranty duration. Performance of these machines will be considered in calculation of overall uptime performance of the bidder.
- 14.37 The TIA can audit the documentation of the Service provider and the quality of information provided at any point of time without any prior information.
- 14.38 The bidder should have ISO registration certificate issued by the Accreditation Bodies (ABs) recognised by international Accreditation Forum (IAF) and should have NABL accreditation for calibration of Bio-Medical Equipment and AERB

QA certification for Radiology Equipment. The master equipment for calibration should also possess valid traceability certificate from Accreditation Bodies (ABs). Or should have arrangement with NABL/AERB approved firms for Calibration of Lab and Radiology Equipment. Copy of the certificates/proofs of arrangement with NABL/AERB registered firms, should be mandatorily enclosed with the technical bid.

- 14.39 Deployment of trained engineers and administrative human resource as per schedule. i) The bidder shall provide sufficient trained Engineering and administrative human resources for maintaining and managing the project. ii) The qualification of the Jr. Engineer shall be minimum Diploma or equivalent, Sr. Engineer shall be minimum Diploma with 3 years experience in biomedical field or B.tech/ B.E. with 2 years experience in biomedical field, team lead/ site manager shall be minimum diploma with 5 years experience in biomedical field or B. Tech/ B. E with 4 years experience in biomedical field and iii) The bidder should provide the details of staff deployed with location to the Tender Inviting Authority. The details of employees leaving the project and joining during the contract period shall be informed promptly. A single point of contact for every MCH, district with mobile number and one single point of contact in the state level shall be provided to the Tender Inviting Authority.
- 14.40 Provide Equipment Management Information System with a mobile application / Web application for real time tracking of all equipment, with concerned access to WBMSCL using login credentials. Further, a comprehensive dashboard representing the real time status of equipment under maintenance, which shall be visible to TIA/ Govt. Health authority. The bidder may be asked to give a demo to TIA in order to prove the capabilities required and ensured as per the bid document. The Equipment Management Information System shall include data on real time basis of asset details, complain details, preventive maintenance details, calibration details, RBER details, penalty report, equipment training provided, equipment uptime details.
- 14.41 The format of identification of the equipment should include barcodes/ QR codes and details like serial no, manufacturer, model no, location, warranty details (if any) etc. and will be pasted on the equipment. The TIA shall have the right to increase the number of equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase in the number and density of equipment by the TIA, the Bidder shall operate and maintain the additional equipment till the remaining term/duration of the Agreement in the given year and the monetary value for the maintenance of the added equipment shall be included in the subsequent quarter, as part of the existing scope of work and upon the same terms and condition specified in the Agreement.
- 14.42 Name of the Person deployed for the purposes and any other purpose which is a part of this tender must be given to the TIA and any change in the team should be notified to the TIA within 30 days. The human resource deployed by the agency must have an adequate mix of technical and professional skills to ensure that they meet the project goals, customer expectations and quality maintenance.
- 14.43 The service provider should have adequate buffer inventory for the standby replacement until the main equipment becomes functional. These includes Critical / Important / Life Saving equipment i.e. Ventilators, Defibrillators, Radiant Warmer, Baby Incubators, Pulse Oximeter, ECG machine, C-PAP/Bi-PAP Machine, Phototherapy, Oxygen Concentrator, ABG Analyser, Haemodialysis machine, Multi para monitor, Emergency Resuscitation Kit, Anaesthesia machine, Anaesthesia workstation, etc. or any other equipment as decided / directed by H &

FW Dept. / Hospital Authority / WBMSCL. The Service provider will have to replace such biomedical equipment in case of any breakdown within 48 hrs.

14.44 The Service provider should maintain buffer inventory of critical care equipment in all the 3 (three) zonal warehouses. The buffer inventory of critical care equipment (which is portable and does not require additional civil and electrical work) should be atleast 1% or one unit (whichever is higher) of the quantity of critical care equipment as per asset list.

14.45 The service agency should analyse and report medical equipment inventory and map the entire equipment inventory in all health facilities within 3 months from the date of issuance of AOC (Award of Contract) & signing the agreement for which the contract has been proposed for. Extension of mapping period shall be at the sole discretion of the TIA.

This mapping & Operations would include:

a) Providing an asset identification number to all the equipments maintained by the service provider with barcode/QR code with details of the equipment pasted on them (as per the GS1 (ministry of commerce). GS1 shall register with service provider, which will be facilitated by a successful agency along with the cost incurred, if any. Equipment including those which are under PPP mode to be tagged with zero value and details to be submitted separately to TIA.

b) Manage documents such as invoices, warranties/guarantees or safety reports pertaining to all the equipment (Contract Management) and the information should be made available electronically to anyone in management, user and the maintenance staff.

c) Transfer inventory data to other information systems as and when required by the customer electronically in a predefined format.

d) To provide real time data/ information through web and mobile (tab) applications.

e) Record equipment maintenance activity details like name of the concern technician, details of the preformed maintenance activity for that very particular equipment on a real time basis, and this information being available via dashboard to the authorities for monitoring purpose on a daily basis. Schedule Preventive maintenance and calibrations and tasks to each equipment using the software and track the execution on a real time basis so that the history of equipment (for every unique equipment ID) is captured and stored so that it can be generated at any time by the concerned authority for review purpose. The service agency should provide the Periodical maintenance & Calibration schedules to the concerned authority periodically. The service agency should also record, execute & report all corrective maintenance activity on a real time basis when and where it is required.

f) Generate status report of all the equipment at a predefined period and deliver format electronically from real time data captures at the hospital sites. Also, all the training activity of users should be reported accordingly and can be monitored remotely via dashboard.

15. Maintenance services will include:

a) Maintenance activities conducted on all biomedical equipment inclusive of spare parts and accessories.

b) To provide verified data backup of all information entered and/or generated by the web portal to the Dept. of H&FW on quarterly basis. To provide required software to the Dept. of H&FW to import and independently run this data backup and to

view all the MIS reports. The Intellectual Property Rights (IPR) of all information entered and/or generated by the web portal pertaining to the biomedical equipment located in West Bengal state shall be solely owned by Dept. of H&FW.

- c) To provide both email and SMS notifications of every online complaint logged and resolved and updated to pre-defined mail-box and SMS-box of Health Institutions, WBMSCL & H&FW Dept in a pre-defined format (both mail and SMS texts) for monthly reconciliation of complaints between WBMSCL and the vendor over pre-defined excel format. Unsent notification will be considered as SLA violation attracting penalty from the vendor.
- d) Recruitment of trained engineering and administrative human resource from time to time.
- e) To provide categorization of all equipment, clearly identifying critical equipment from time to time.
- f) To provide Calibration of equipment as per NABL / NABH guidelines to be undertaken by NABL approved agencies.
- g) To provide preventive maintenance of equipment as per manufacturers' recommendation and in case of non-availability, at least once in every 6 (six) months or as per the terms and conditions of OEM / discretion of Hospital Authority / WBMSCL / H&FW Dept.
- h) Equipment which are not found during periodic preventive maintenance activity/ calibration activity should be intimated to Hospital authority/ WBMSCL/ H&FW Department. The service provider will be given 1 (one) month time to locate those equipment. If those equipment still remained untraced then those equipment shall be removed from scope of work by the service provider during quarterly addition/deletion upon approval of Hospital authority/ WBMSCL/ H&FW Department.
- i) Service provider shall engage a 3<sup>rd</sup> party with the approval of WBMSCL/ H&FW Department for asset verification before submitting the final asset list to WBMSCL/ H&FW Department.
- j) During renewal of agreement, service provider shall submit asset list during that period which should be assessed & verified by a 3<sup>rd</sup> party engaged from service provider's end with the concurrence of WBMSCL/ H&FW Department.
- k) The Service Provider shall at all times comply with applicable laws and regulations pertaining to the Biomedical equipment especially those pertaining to radiation, safety, security, environment and general public at large as well as all laws of land and the requirements of competent and/ or Regulatory Authority whose jurisdiction applies in the area where the services are being provided.
- l) For each facility, there would be a Nodal officer(s) to whom a confirmation report may be given by the maintenance service provider after acceptance of a breakdown call log from any user in the facility. Resolving/ fixing of the fault must be followed by the closure of communication loop (call closure) via software application to Nodal officer(s) identified on a case to case basis.
- m) Annual third party audit by NABL accredited laboratory may be carried out for all calibration processes provided by the maintenance service provider.

- n) The Service Provider shall be responsible to operate the EMIS in 365 (complete year) days in a year and to maintain all Biomedical Equipment in the Hospitals and Healthcare units.
- o) The Competent Authority of WBMSCL shall have the right to impose penalty for not conforming to the obligations and services as per provisions of the Agreement as well as the provisions mentioned under sub-clause (h) the above.
- p) The service provider will be responsible for procuring all the necessary tools, spare parts, manpower, vehicles and other services required for the satisfactory completion of the contract. The service provider shall be responsible for the safety and occupational health of its staff involved with performance of various duties towards the fulfillment of this contract.
- q) The Authority will be responsible for providing all necessary support to provide the access to all the biomedical equipment available in the health care facilities.
- r) The bidder shall specify color codes and uniform for all its employees visiting the sites for maintenance. Here, the word uniform includes identification badge, clothing, protection gear, boots, cap and any other item required for safe delivery of the devices.
- s) The Service Provider shall send its monthly claims/invoices for payment along with requisite documents latest by 7th day the following month to the WBMSCL.
- t) The Bidder shall submit the financial bid online only. In case the hard copy of financial bid is submitted the tender shall be straightway rejected.
- u) The Contracting Authority will open 'Financial Bid' of only technically qualified bidders.
- v) The Financial Bid should be exclusive of all applicable taxes and excluding GST.
- w) The penalty for not rectifying any fault will be deducted in the subsequent quarterly payment, if stipulated preventive maintenance and calibration is not done for equipment, then 10% of the asset value for the particular defaulting equipment will be deducted as penalty at the end of the each contract year separately for preventive maintenance and calibration.
- x) Condemnation of the Biomedical Equipments:
  - i. The condemnation committee constituted by the Authority at the Hospitals and Healthcare units from time to time for identification of equipment suitable for condemnation shall have a representative of service provider as a special invitee, if required.
  - ii. A report indentifying the equipment requiring condemnation in near future should be submitted by the Maintenance Service provider once every year (90 days before end of year).
  - iii. The Service Provider should not under any circumstances be the purchaser of spare part or components of any equipment resulting out of condemnation.
  - iv. For condemnation/dismantling/decommissioning/reinstallation of Radiological devices, approval from appropriate authority (AERB) must be taken and work be done as per guidelines issued by such appropriate authority.

**16. Equipment Management Information System (EMIS):**

- a) The Service Provider, in consultation with WBMSCL, shall design, print and stick durable unique Barcode sticker on all equipment under contract at the Hospitals and Healthcare units within 1 (one) month from the award of contract.
  - b) The Service provider will develop/deploy a web based application with the option of (1) Web based Call logging and (2) App based Call logging and IVRS to H&FW Department/WBMSCL/Hospitals and Healthcare units.
  - c) A space will be provided to the Service provider to depute **six** technical persons at HQ for call tracking on line and further course of action.
  - d) The detailed health facility wise equipment inventory with its barcode details and photograph will be fed into the application as the Master Data by the Service provider. The data will contain the list of the equipment facility-wise, Department where installed, status of the equipment, Bar code number, photograph of the machine, detailed category of the machine and the status of Warranty/AMC/CAMC with OEM and value of the equipment.
  - e) The Hospital Authority will log call to the service provider for maintenance of any biomedical equipment.
  - f) The user will be assigned system generated call identification no with tentative time of attending the call by the Service provider.
  - g) The service provider will assign engineer the job through the web based system.
  - h) The service provider shall provide standard spare parts and accessories required for repair and maintenance of bio-medical equipment. If any equipment is damaged or its expected minimum life span of 7 (seven) years is reduced due to use of sub-standard spare parts and accessories or any sort of negligence from service provider end, the agency shall be responsible for replacing the equipment by a brand new one.
  - i) The service provider, in exceptional circumstances, with prior case to case approval of WBMSCL may take out and use spare parts from non-functional equipment and use it in another equipment to make it functional.
  - j) The system will generate MIS on monthly/Quarterly/yearly basis stating the following:
    - 1) No of call attended
    - 2) No of calls pending
    - 3) Penalty, if any for not attending the call in time and/or not maintain the equipment properly
    - 4) Advice for payment :
17. Scope of work-while managing the prescribed limits of downtime, the service provider shall ensure that at no point in time, any equipment is dysfunctional beyond 7 days of registering of the complaint at the user end. In case the equipment is dysfunctional beyond 7 days, the following penalty would be applied for every additional day beyond 7 days which will be deducted from the bill value of the service provider:
- a. Asset with value less than Rs.10000 is not under scope of work of this tender
  - b. For equipment whose declared asset value is above & equal to Rs.10,000 but below Rs. 1,00,000- a penalty of Rs.500/- every additional day beyond 7 days
  - c. For equipment whose declared asset value is above & equal to Rs.1,00,000 but below Rs. 10,00,000- a penalty of Rs.1000/- every additional day beyond 7 days
  - d. For equipment whose declared asset value is above & equal to Rs.10,00,000 - a penalty of Rs. 3000/- every additional day beyond 7 days.

18. **Recovery of Penalties:**

Any penalty payable under this Agreement shall be recovered through deductions from

Quarterly Payment payable by the Authority. In the event the penalties exceed Monthly Payment the same shall be recovered by the Authority from the encashment/ invocation of the Performance Security.

**19. User Training:**

- (a) Service provider shall arrange training of EMIS for the user.
- (b) A trained representative of the maintenance Service Provider shall be available during installation, Commissioning and associated trainings provided by the suppliers of new equipment during all new installations and commissioning.
- (c) The service provider shall arrange for periodic user trainings of all equipment not less than twice a year irrespective of the equipment being within/outside the warranty period.
- (d) The maintenance service provider shall have obligation to repair any equipment. If service provider finds that any equipment is physically damaged by the user willfully/unwillfully at the facility, the Service Provider will raise the issue to District Health Authority/WBMSCL/State Health authorities for appropriate action. If it is established that any equipment is physically damaged willfully the cost of the same will be recovered from the responsible person(s). For unwillfull damage, the equipment will be repaired by service provider based on approval of TIA.
- (e) The maintenance service provider shall repair all dysfunctional equipment within four months of the date of commencement of the Contract work (which would be within 3 months from the date of signing of the contract). All equipment that the service provider considers beyond repair shall be listed and the list shall be provided to District Health Authority / WBMSCL with reasons for each equipment beyond repair. In such case District Health Authority / WBMSCL reserves the rights to cross verify the equipment to ascertain. The final decision of the Government whether the equipment can be condemned or repair rests with the Government and shall be binding on the service provider.
- (f) As per clause - Scope of work- clause 15(d), while managing the prescribed limits of downtime, the service provider shall ensure that at no point in time, any equipment is dysfunctional beyond 5(five) days of registering of the complaint at the user end.
- (g) In case the equipment is dysfunctional beyond 5 days, a system generated warning will be given to the Service Provider to attend the equipment immediately followed by imposition of penalty clause, if not repaired beyond 48 hours of warning.

20. In case of breakdown critical/Life Saving equipment the service provider will arrange for STANDBY equipments at the Health Facility.

**21. PAYMENT PROCESS:**

- I. The payment process is system generated through EMIS.
- II. The fee shall be inclusive of all taxes which shall be payable by the Authority at the prevailing rate.
- III. The Fee shall be paid by the Authority on the Quarterly basis. The Quarterly Fee shall be based on values derived from financial proposal submitted by the Selected Bidder.
- IV. The Service Provider shall be required to submit invoices by 7th (seventh) day of every month to implementing Authority, for the previous month, along with a declaration stating that it has performed all the activities and tasks envisaged under this Agreement. The invoices shall be supported by monthly reports as specified in the Agreement and such other reports or documents as may be requested by the Authority from the service provider (SP) from time to time.

- V. 70% of the quarterly invoice amount shall be processed for payment by implementing authority on receiving the monthly invoices along with all monthly report as required by the Implementing Authority.
- VI. The invoices shall be supported by one copy of verification report of every maintenance activity done. Verification report shall be signed by Nodal person of Health Facility looking after the equipment and countersigned by head of the institution (Superintendent / MOIC/Others)
- VII. Remaining 30% shall be processed after further verifications based on the verification systems adopted by the implementing authority.
- VIII. The Fee shall be paid by the Authority to the Service Provider upon verification of the invoices and claims of the Service Provider within 15 (fifteen) days from the date of receipt of the invoice and after deducting: (i) any TDS or other taxes as required to be deducted as per the Statute (ii) any penalties, that may be imposed by Authority (iii) any amount recoverable by Authority from the Service Provider / Selected Bidder under this Agreement. The Authority may ask performance audit report from Service Provider.
- IX. The Authority at its discretion may appoint any other external agency for verifying invoices / claims, monitoring of processing and handling the disbursement of Fee or any other amount payable to the Service Provider under this Agreement.
- X. Not with standing anything mentioned to the contrary herein, the Authority shall have the right to adjust the penalties imposed / levied / charged on the -Service Provider under this Agreement from the quarterly Fee payable to the Service Provider. In case any amount of penalty remains unrecovered after adjustment of penalty amount from the quarterly fee, then the Authority shall be entitled to recover the remaining balance of the penalty from the Performance Security. If any amount is recovered from Performance Security under this Article, Service Provider shall replenish the performance security with the same amount.

**22. ADMINISTRATIVE SET UP OF SERVICE PROVIDER:**

- a) The service provider will establish a web enabled centralized IVRS call centre and State level office in Kolkata and equip it and position manpower adequately. The Call centre shall be able to receive call log from hospitals 24x7 all 7 days a week.
- b) The service provider shall position minimum 1(one) Divisional level Manager (for co-ordination with Government authorities) at 3(Three) Divisional head quarters of State in the following set up at:
  - a. Presidency Division for covering Kolkata, South 24 Parganas, Diamond Harbour HD, North 24 Parganas, Basirhat HD, Howrah, Murshidabad, Nadia (8 Districts).
  - b. Jalpaiguri Division for covering Alipurduar, Coochbehar, Darjeeling, Kalimpong, Jalpaiguri, Malda, Dakshin Dinajpur, Uttar Dinajpur districts (8 Districts) &
  - c. Burdwan Division for covering Purba Burdwan, Paschim Burdwan, Birbhum, Rampurhat HD, Bishnupur HD, Paschim Midnapur, Jhargram, Purba Midnapur, Nandigram HD, Bankura, Purulia & Hooghly (12 Districts).

**23. Site visit and verification of information:**

- a) The Bidders are encouraged to submit their respective bids after visiting the health facilities of the State of West Bengal and ascertain the health profile, the road conditions, traffic, conditions affecting transportation, access, applicable laws and regulations, and any other matter considered relevant by them.
- b) For ascertaining the condition of the existing equipment, the Authority may permit the Bidder to inspect the position of the said equipment.

- c) The Bidder is expected to examine carefully the contents of all the documents provided. Failure of the proposal to comply with the requirements of Notice Inviting of e-Tender (e-NIT) will be at the Bidders' own risk and make the bid non-responsive.
  - d) The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the e-NIT or the bidding process, including any error or mistake therein or in any information or data given by the Authority.
24. **Right to accept or reject any or all bids:**
- a. Not with standing anything contained in this e-NIT, the Authority reserves the right to accept or reject any Bid and to annul the Bidding process and reject all bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the bids, it may be, in its own discretion, invite all bidders to submit fresh Bids hereunder.
  - b. The Authority reserves the right to reject any bid, if:
    - 1) at any time, a material misrepresentation is revealed or uncovered, or the Bidder does not provide information sought, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid will not be accepted.
    - 2) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder(s) has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith and notwithstanding anything to the contrary contained in this e-NIT, be liable to be terminated by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this e-NIT, the bidding documents, the Agreement or under applicable law.
    - 3) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the e-NIT. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
25. **Bid Preparation & Submission of proposal:**
- a) The Bidder should submit a Power of Attorney as per Annexure II, authorizing the signatory authority to execute the proposal on its behalf.
  - b) The Proposal along with the copy of instruction to Bidders and Agreement with Schedules shall be signed and each page of the said documents shall be initialed by a person /persons duly authorized to sign on behalf of the Bidder and holding the Power of Attorney and should be documented through e-filling.
  - c) An Affidavit (no conviction) as per Annexure IV should be submitted along with the Proposal.
  - d) The Proposal shall be accompanied with an Anti-Collusion Certificate on the letter head of the Bidder as per Annexure V
  - e) The Proposal shall also be accompanied with a Project Undertaking on the letter head of the Bidder as per Annexure VI

- f) The Proposal shall be accompanied by the Resolutions from the Bidder for submitting the Proposal and, if successful, to participate and undertake the Project. The format for the Board Resolutions / Undertaking that shall be submitted is given in Annexure VII
- g) The Proposal shall be submitted by the Bidder in the adequate, complete and correct form as per the Formats prescribed in the e-NIT. The Proposal / bid submitted by the Bidder in the form other than the prescribed Formats shall not be considered for evaluation by the Authority. In such an event, the Authority shall not be responsible for any loss or damage whatsoever that may be incurred by the concerned Bidder.
- h) All the Power of Attorney shall be furnished on a non-judicial stamp paper of Rs. 100/- and duly attested by a Notary Public.
- i) The bid shall be accompanied by the Resolutions from the Bidder for submitting the Proposal and, if successful; to participate and undertake the Project. The format for the Board Resolutions/ Undertaking that shall be submitted is given in Annexure VIII
- j) The Proposal shall be accompanied by the Project Undertaking on the letter head of the Bidder as per Annexure VI

**26. Bid Security:**

- a) The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Agreement, or otherwise, under the following conditions,
- b) If any Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this e-NIT;
- c) If any Bidder withdraws its Bid during the period of Bid validity as specified in this e-NIT and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d) In case of the Selected Bidder, if there is failure within the specified time limit
  - i) to sign and return the duplicate copy of Letter Of Intent(LOI); or
  - ii) to sign the Agreement; or
  - iii) to furnish the Performance Security within the period of 15 (Fifteen) days from the date of issue of LOI;

**27. Modifications / Substitution / Withdrawal of Proposals:**

The Bidder shall submit the final proposal by the Proposal Due Date and Time in the e tender portal. No proposal shall be modified, substituted or withdrawn by the applicant/bidder after the submission of the proposal.

**28. Clarifications and Pre-Bid Conference:**

- a. A prospective Bidder requiring any clarification on the e-NIT documents may submit their queries and suggestions prior to the last date for receiving queries.
- b. The Authority shall schedule a Pre bid Conference to discuss the issues related to the Project with all the prospective Bidders.
- c. The prospective Bidders may raise any queries during the pre-bid conference, in addition to those submitted earlier. The Authority on its discretion may also hold further discussions with the prospective Bidders to finalize any other related issues to the Project, before final submission of the Proposals. This would be common for all the Bidders.
- d. The Authority will respond to all the queries submitted by the prospective Bidders on or before the date specified for uploading the document in the e-tender portal through corrigendum/addendum.
- e. Bidders may note that the Authority will not entertain any deviations to the e-NIT at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have

accepted the terms and conditions of the e-NIT with all its contents including the draft Agreement. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

f. The Authority reserves the right to accept or reject any or all of the Proposals without assigning any reason and to take any measure as the Authority may deem fit, including annulment of the bidding process, at any time prior to execution of the Agreement, without liability or any obligation for such acceptance, rejection or annulment.

g. Acceptance of Letter of Intent (LOI) and Execution of Agreement.

h. The Authority shall issue a Letter of Intent (LOI) to the Selected Bidder within 15 days from the date of issue of the Letter of Intent (LOI).

i. The Selected Bidder shall accept the LOI and return the same to the Authority. Stamp duty, if any, payable on the Agreement will be borne by the Bidder.

j. The Selected Bidder shall be party to the Agreement as a confirming party.

k. The Selected Bidder shall also execute such further documents and deeds as may be required. The Bidders by submitting the bid shall be taken to have accepted the terms and conditions of the Agreement and Schedules to the Agreement and modifications and change.

29. In case, the Agreement does not get executed within 30 (thirty) days of acceptance of AOC (Award of Contract), the Authority reserves the right to annul the bidding process and may invite fresh bids for the Project. In such a case the entire bid security submitted by the Selected Bidder shall be forfeited.

30. The Authority will notify the Bidders whose Proposals have been unsuccessful through e tender portal.

31. **Information about Time line:**

1	Date of uploading of NIT(on line) in the e tender portal : <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>	07.10.2023 at 05:00 pm
3	NIT Document download start date	07.10.2023 at 05:30 pm
4	Date of holding Pre-bid meeting with the prospective bidders at WBMSCL (2 <sup>nd</sup> Floor, Swasthya Sathi Building, Swasthya Bhawan Complex, GN 29, Sector V, Kolkata - 700091	13.10.2023 at 12:00 noon
5	Bid submission Start date (on line)	17.10.2023 from 04:00 PM
6	Bid submission closing (on line)	31.10.2023 upto 04:00 PM
6	<p>Last date of submission of:</p> <ol style="list-style-type: none"> <li>1. Earnest Money Deposit (Copy of proof of electronic transfer) of Rs. <b>5,00,000.00/-</b> and original Bank Guarantee of the balance amount (issued in favour of WBMSCL) as per Bank Guarantee format given on Pg 63</li> <li>2. Hard copies of the documents uploaded in e-tender during bid submission. <b>No BOQ to be submitted in hard copy.</b></li> </ol> <p>N.B.:  ) All the above documents are to be submitted at the registered office of WBMSCL.</p> <p><b>It is essential that all documents in hard copy are to be placed before the Committee and arranged in the same</b></p>	02.11.2023 upto 04:00 PM

	<b>sequence as given in the Check List. All the documents should be appropriately flagged</b>	
7	Bid opening and Technical Evaluation	02.11.2023 after 04:30 PM

32. **MISCELLANEOUS:**

- (a) The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State of West Bengal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding process.
- (b) The Authority, upon its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (i) cancel the Bidding process and/or amend and/or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
- (ii) seek clarification from any Bidder for further information pertaining to the tender;
- (iii) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/

or

Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

- (iv) It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and waives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.
33. The Tender Evaluation Committee reserves to right to cancel the N.I.T. due to unavoidable circumstances or to withdraw any item or items and no claim in this respect will be entertained.

**Managing Director,  
WBMSCL**

## CHECK LIST IN RESPECT OF

**“e-NIT for selection of agency for comprehensive maintenance of Bio-Medical equipment at the Hospitals and Healthcare units in the State of West Bengal ”**

NIT No:-WBMSCL/NIT-267/2023 23.05.2023	Dated, Kolkata :
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Name of the Bidder: - \_\_\_\_\_

Full Address of the Bidder:

\_\_\_\_\_

\_\_\_\_\_

e-Mail: \_\_\_\_\_

Contact person relating to the Bidder and Mob no. :- \_\_\_\_\_

Annual Turn Over for 3(three) financial years i.e. 2019-20, 2020-21 & 2021-22 / 2020-21, 2021-22 & 2022-23 (All should be Audited & Certified by the Chartered Accountant / Cost Accountant:

- (i) Rs. .... (year.....)
- (ii) Rs. .... (year.....)
- (iii) Rs. .... (year.....)

Sl. No.	Items	Pl mark (✓)		Page no.
1	Application in the prescribed format given in Annexure I	Yes	No	
2	Information Regarding Bidder in the prescribed format given in Annexure I(a)			
3	PERFORMANCE STATEMENT FORM as per Annexure I(b)	Yes	No	
4	Power of Attorney for Signing of Proposal in Annexure II as per Proforma.	Yes	No	
5	Affidavit regarding No Conviction from Notary Public/ Judicial Magistrate / Executive Magistrate as per Proforma of Annexure III	Yes	No	
6	Anti- Collusion Certificate as per Proforma of Annexure IV.	Yes	No	
7	Project Undertaking as per Proforma of Annexure V	Yes	No	
8	Details of Eligible Experience as per Proforma of Annexure VII	Yes	No	
9	Turnover certificate as per proforma Annexure VIII	Yes	No	
10	Documentary evidence (i.e. agreement copy along with proof of payment or equivalent) as per point i of point c. Technical capacity of the bidder under point 6. of Eligibility for quoting	Yes	No	
11	ISO & NABL certificate as per point d. technical qualification under point 6. of Eligibility for quoting	Yes	No	
12	Declaration on the letter head as per point ii. & iii of point c. Technical capacity of the bidder under point 6. of Eligibility for quoting	Yes	No	
13	Earnest Money is 5 (five) Crore. Rs 5 (Five) lakh online through e-tender portal and balance in form of Bank Guarantee (BG)	Yes	No	
14	PAN Card of the Bidder	Yes	No	
15	GST Registration certificate	Yes	No	
16	Trade Licence/Enlistment	Yes	No	
17	Registration with Registrar of Companies	Yes	No	
18	Income Tax Returns submitted for the previous year F.Y. 2019-20, 2020-21 & 2021-22 or 2020-21, 2021-22 & 2022-23	Yes	No	

Sl. No.	Items	Pl mark (✓)		Page no.
19	GST Returns (of the last quarter) for the year F.Y. 2019-20, 2020-21 & 2021-22 / 2020-21, 2021-22 & 2022-23	Yes	No	
20	Audited P/L Balance Sheet for the F.Y. 2019-20, 2020-21 & 2021-22 / 2020-21, 2021-22 & 2022-23(All should be Audited & Certified by the Chartered Accountant / Cost Accountant)	Yes	No	

**ANNEXURE I**  
**APPLICATION BY THE BIDDER**  
**(On the Letter Head of the Bidder)**

To,  
Managing Director,  
West Bengal Medical Services Corporation Limited.  
Swasthya Sathi Building, Swasthya Bhawan Campus,  
GN-21, Salt Lake, Sector-V,  
Kolkata – 700 091

**Subject:** Proposal to provide Biomedical Equipment Maintenance Services through Service Provider in the Hospitals and Healthcare units across the State of West Bengal  
**Ref:** E tender document vide NIT No. WBMSCL/NIT-267/2021, dated 23.05.2023

Dear Madam,

With reference to your e-Tender document mentioned above, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Proposal for the aforesaid Project. The proposal is unconditional and unqualified, the details of which is given hereunder:

- a) I/ We acknowledge that the Authority will be relying on the information provided in the proposal and the documents accompanying the proposal for selection of the Bidder for the aforesaid project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
- b) This statement is made for the express purpose of our selection as Bidder for the operation of the aforesaid project.
- c) I/ We shall make available to the Authority any additional information which may found to be necessary or required to supplement or authenticate the proposal.
- d) I/ We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- e) I/We certify that in the last three years, we have not been barred / convicted / blacklisted by the Government of WEST BENGAL, any other State Government or Government of India or any Court of Law from participating in any project, and the bar / conviction / blacklisting does not subsist as on the proposal due date. We have not exited prematurely from BEMMP Project in anywhere in state/Central Government Organisation during 5 years.
- f) I/ We understand that the bidding process may be cancelled at any time and that the authority is neither bound to accept any bid that it may receive nor to invite the bidders to bid for the project, without incurring any liability to the Bidders, in accordance with the terms and conditions laid out in the e-NIT document.
- g) I/ We believe that I/We satisfy the financial criteria and meet the requirements as specified in the e-NIT document.
- h) I/ We certify that in regard to matters other than security and integrity of the country, I/We have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.
- i) I/We further certify that in regard to matters relating to security and integrity of the country, I/We have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
- j) I/ We further certify that no investigation by a regulatory authority is pending against .....(name of the Company)
- k) I/ We undertake that in case due to any change in facts or circumstances during the bidding

process, I/We are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

- l) I/ We understand that the selected bidder shall be a company under the Companies Act, 1956 prior to execution of the Agreement.
- m) I/We hereby irrevocably waive any right or remedy which I/We may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the bidding process itself, in respect of the above mentioned Project and the terms and implementation thereof.
- n) In the event of myself / ourselves being declared as the selected bidder, I/We agree to enter into an agreement in accordance with the draft that has been provided to me/us prior to the proposal due date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- o) I/We have studied all the bidding documents carefully. We understand that except to the extent as expressly set forth in the agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the authority or in respect of any matter arising out of or relating to the bidding process including the award of project.
- p) I/We offer a Bid Security/EMD of Rs. 5.00 Crore (Rupees Five Crore) only to the Authority in accordance with the e-NIT Document.
- q) The EMD has been submitted online through e-tender portal.
- r) I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
- s) I/ We agree and undertake to abide by all the terms and conditions of the e-NIT document.
- t) I/We shall keep this offer valid for 2 years from the date of opening of financial bid.
- u) I/We undertake that no fees, gratuities, rebates, gifts, commissions, or other payments, except those shown in the bid, have been given or received in connection with the procurement process or contract execution.
- v) I/We enclose herewith the Information of the Bidder in Annexure 1(a)

In witness thereof, I/we submit this Bid under and in accordance with the terms of the e-NIT document.

Date:

Place:

Yours faithfully,

(Signature of the Authorized signatory)

(Name & Designation of the Authorized signatory)

Name & Seal of the Bidder

**Annexure I(a)**  
**Information Regarding Bidder**

Details of the Bidder:

Note: Details to be provided by the Bidder:

Details of Organization :

1. Name of Organization :
2. Type of Legal Entity :
3. Year of Incorporation/registration :
4. Name of the Authority/Jurisdiction under which the Legal entity is incorporated or registered :
5. Statute Legislation under which the Legal entity is incorporated/registered  
Registration Number :
6. Registered Address:
7. Correspondence Address & Head Office :
8. Do Memorandum of Association / Trust Deed /Articles of Association permit  
the organization to carry out the business of Medical Equipment Maintenance?
9. Number of years of operation in Medical Equipment Maintenance :
10. Relevant Qualification Details Years wise and State Wise/Hospital wise.
11. Name of the State/ Province/ Hospitals where Medical Equipment Maintenance  
services are operational :
12. Years of experience in Medical Equipment operations in the State/Hospitals :
13. Current areas of operation – specify (Names of the Districts/Hospitals) :
14. Number of Service Centers :
15. Number of Hospital Contracts and total number of beds (copies of hospital contracts  
to be enclosed) :
16. Number and type of equipment repaired through Service Centers :
17. Number of Centralized Call centers (CCCs) / call center operated :
18. Location and address of the CCC/Call Centre :
19. Average volume of daily calls received per CCC /call :
20. Certificate of Satisfactory Performance :

The Bidder should provide details of experience of only those Projects of providing Biomedical Equipment Maintenance Services which is undertaken by it.

**Annexure I(b)**  
**(PERFORMANCE STATEMENT FORM)**

Bid No. \_\_\_\_\_

Date of opening : \_\_\_/\_\_\_/\_\_\_

**Name of the Bidder :**

Order placed / Agreement executed by (Full address)	Order no. with date	Cumulative value of the Contract for FYs 2018-19, 2019-20 and 2020-21 (INR)	Duration of the Contract		Remarks, if any
			From	To	

N.B. Supporting documents should be attached.

Signature and seal of the Tenderer

Countersigned by and seal of Chartered Accountant

\_\_\_\_\_

**Annexure II**  
**Power of Attorney for Signing of Proposal**  
**(on Non – Judicial Stamp Paper of Rs 100 Duly Attested by Notary**  
**Public)**

Power of Attorney

Know all men by these present, we (name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms

.....  
.....

Resident of ..... (name and address of residence)  
who is presently employed with us and holding the position of as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with for providing Maintenance Services across WEST BENGAL including signing and submission of all documents and providing information / responses to WBMSCL, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

This Power of Attorney shall be effective, binding, and operative if not revoked earlier and/or otherwise or as long as the said Attorney is in the service of the Company, whichever is earlier.

(Name, Title and Address of the authorized representative)

For (Signature)

Accept \_\_\_\_\_ (Signature) Notes:

- a) To be executed by the Bidder.
- b) The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / Power of attorney in favor of the Person executing this Power of Attorney the delegation of power hereunder on behalf of the executant(s).
- d) For a Power of Attorney executed and issued overseas, the document shall be authenticated by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being executed. However, a Power of Attorney executed in a country that has signed the Hague Legislation Convention, 1961 is not required to be authenticated by the Indian Embassy if it carries a conforming Apostle certificate.

**ANNEXURE III**

**Affidavit for No Conviction**

(To be furnished by the Bidder in Non – judicial stamp paper of Rs 100/- sworn before the Notary Public / Judicial Magistrate/Executive Magistrate)

1. I, the undersigned, do hereby certify that all the statements made in our proposal are true and correct.
  
2. The undersigned hereby certifies that M/s \_\_\_\_\_ have not abandoned any work for the Government of WEST BENGAL / WBMSCL or any other State Government during last five years prior to the date of this Bid.
  
3. The undersigned also hereby certifies that M/s \_\_\_\_\_ have not been debarred/blacklisted / convicted by Government of WEST BENGAL or any other State Government or Medical Service Corporation of any State or Government of India or any other Court of Law for any work. We have not exited prematurely from BEMMP Project in anywhere in state/Central Government Organisation during 5 years
  
4. The undersigned hereby authorize(s) and request(s) any bank, person, firm, Competent Authority or corporation to furnish pertinent information deemed necessary and requested by Department of Health & Family Welfare, Government of West Bengal, WBMSCL to verify this statement or regarding competence and general reputation of M/s \_\_\_\_\_
  
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department of Health & Family Welfare, Government of West Bengal.

Signed by an authorized representative of Bidder

Title of Officer

Name and Address of the Bidder

**ANNEXURE IV**  
**Anti-Collusion Certificate**

(On the letter head of the Bidder)

Anti-Collusion Certificate

1. I/We hereby certify and confirm that in the preparation and submission of this Proposal, I/We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed, or thing which is or could be regarded as anti-competitive.
  
2. I/We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Date this ..... Day of ..... 2023.

Name of the Bidder.

Signature of the Authorized Representative :

Name of the Authorized Representative :

**ANNEXURE V**  
**Project Undertaking**  
(On the Letter head of the Bidder)

To,

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Subject: Proposal providing 24x7 Maintenance Services through Service Provider across all districts in WEST BENGAL.

Dear Sir/Madam,

We have read and understood the Notice Inviting e-Tender (e-NIT) in respect of the captioned Project provided to us by the Department of Health & Family Welfare, Government of WEST BENGAL

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the contents, terms and conditions of the e-NIT and the Agreement, a draft of which also forms a part of the e-NIT provided to us.

Dated this..... Day of .....2023.

Name of the Bidder:

Signature of the Authorized Representative:

Name of the Authorized Representative:

## Annexure VI

### Government of WEST BENGAL Department of Health & Family Welfare

### Management of Biomedical Equipment Maintenance Project at Hospitals and Healthcare Units in West Bengal

#### PROVISIONAL AGREEMENT

(applicable to selected bidder after finalization of tender)

between

Managing Director, West Bengal Medical Services Corporation Limited

and

#### **The Selected Bidder**

This Agreement is entered into on this the << **day of Month**>>, 2023 by and between

Health and Family Welfare Department, acting through West Bengal Medical Services corporation Limited, (which expression shall unless repugnant to the context or meaning thereof include its successors-in-office) of the **First Party**,

<<**Agency Details and registration details**>> registered under the provisions of <<**Registered as Organizational type details**>>, having its registered office at <<**Address**>> (hereinafter referred to as the —Selected Bidder|| and "Service Provider (which expression shall unless repugnant to the context or meaning thereof include its successors) of the **Second Party**).

The parties are individually referred to as Party and collectively as Parties.

Whereas the Department of Health & Family Welfare, Government of West Bengal through **Managing Director, WBMSCL** has invited Qualification Proposal and Financial Proposal from entities interested in Providing Biomedical Equipment for Maintenance Services at Hospitals and Healthcare units across the State of West Bengal called the Project for a specified time period.

AND

Whereas the Parties have had discussions for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED ANDDECLARED AS FOLLOWS:

1. That the Second Party shall carry out all responsibilities as Bidder in terms of the Agreement.
2. The Second Party hereby undertake to perform the roles and responsibilities of the Bidder shall have the power of attorney during the bidding process and until the Effective Date under the Agreement when all the obligations of the co shall become effective;
3. The Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to carry out the Project expeditiously.
4. The second party is responsible for all obligations and liabilities relating to the Project and in

accordance with the terms of the e-NIT and the Agreement, till the Agreement Period for the Project is achieved under and in accordance with the Agreement.

5. That this Agreement shall be governed in accordance with the laws of India and courts in Kolkata shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this Agreement to be duly executed on the date and year above mentioned.

(Party of the first part)

(Signature) (Name) (Designation) (Address)

Witness:

(Party of the second part) (Party of the third part) Party of the fourth part)

**6. Note:**

- a. The mode of execution of the Agreement should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- b. Also wherever required, the executants should submit for verification the extract of the charter documents and documents such as resolution/ Power of attorney in favor of the person executing this Power of attorney for the designation of power hereunder on behalf of the Bidder.

**7. ARTICLE**

**a. ARTICLE 1 – OBJECTIVE OF THIS AGREEMENT**

The objective of this Agreement is to manage maintenance of all biomedical equipments in all Hospitals and Healthcare units of State of West Bengal. The services will be coordinated through a Centralized Call Centre located anywhere in West Bengal with the help of Equipment Management Information System (EMIS). The languages used in the call centre should mandatorily have English, Hindi and Bengali as options.

**b. ARTICLE 2 – ENGAGEMENT OF THE SERVICE PROVIDER**

1. Subject to the terms and conditions contained in this Agreement, the Authority hereby engages the Service Provider and the Service Provider hereby accepts the engagement to manage maintenance of all biomedical equipments in all Hospitals and Healthcare units of State of West Bengal.
2. The services to be provided and the work to be undertaken by the Service Provider under the Project shall, inter- alia, include:
  - (i) Maintenance activities conducted on all biomedical equipment.
  - (ii) Setting up Customer Care Centre to accept calls for fault registration through EMIS.
  - (iii) Recruitment of qualified, certified and trained engineering and administrative human resource.
  - (iv) Operating Equipment Management Information System.
  - (v) To provide categorization of all equipment, clearly identifying critical equipment.
  - (vi) Provide preventive and corrective maintenance for all biomedical equipment as per OEM guidelines in all Hospitals and Healthcare units. If manufacturer

recommendation is not available, the maintenance activity should be carried out at least once in every six month.

- (vii) To furnish the format of equipment identification code system.

The Authority shall have the right to increase the number of Equipment beyond the present number from the date of execution of the Agreement. In the event of any such increase in the number and density of equipment/ by the Authority, the Bidder shall operate and maintain the additional equipment/ till the remaining Term/duration of the Agreement in the given year and the monetary value for the maintenance of the added equipment shall be included in the subsequent years, as part of the existing scope of work and upon the same terms and condition specified in the Agreement. Any equipment coming out of warranty/AMC/CMC will not be considered as new equipment. Only newly installed equipment will be considered as new equipment.

c. ARTICLE 3 – DURATION OF THIS AGREEMENT

This Agreement, unless otherwise terminated, project duration will be for period of 4 (Four) years which may be further extendable for 02 (two) years subject to satisfactory performance. The process of agreement renewal will be initiated 3 months prior to agreement end date.

d. ARTICLE 4 – AREA OF OPERATION

The Service Provider shall provide the maintenance services of biomedical equipments of all Hospitals and Healthcare units of West Bengal.

e. ARTICLE 5 – COMMENCEMENT OF SERVICES

1. The service provider shall repair all dysfunctional equipment within 2 (Two) month of the date of signing of contract
2. All equipment that the service provider considers beyond repair shall be listed and the list shall be provided to the WBMSCL with reasons and documents for each equipment beyond repair.
3. In such case WBMSCL reserves the right to cross verify the equipment to ascertain the status beyond repair and condemnation.
4. The final decision of WBMSCL whether the equipment can be condemned or repair rests with the WBMSCL and shall be binding on the service provider.
5. To provide 24x7, 365 days uptime of 95% for all medical equipment in Medical Colleges & District Hospitals and 90% for all medical equipment in other Healthcare units. At no point of time in a single breakdown the breakdown should not be more than 7 (seven) days from the date and time of registration of fault

f. ARTICLE 6 – CONSIDERATION AND PAYMENT TO SERVICEPROVIDER

1. The fee shall be inclusive of all taxes which shall be payable by the Authority at the prevailing rate.
2. The Service Provider shall be required to submit invoices by 7th (seventh) day of every month to implementing Authority, for the previous month, along with a declaration stating that it has performed all the activities and tasks envisaged under this Agreement. The invoices shall be supported by monthly reports as specified in the Agreement and such other reports or documents as may be requested by the Authority from the service

provider (SP) from time to time.

3. 70% of invoice amount shall be processed for payment within 30 days by implementing authority on receiving the monthly invoices along with all monthly report as required by the Implementing Authority.
4. The invoices shall be supported by one copy of verification report of every maintenance activity done. Verification report shall be downloaded as per the data available in the software.
5. Remaining 30% shall be processed after further verifications based on the verification systems adopted by implementing authority within 45 days from the date of invoice.
6. The Authority at its discretion may appoint any other external agency for verifying invoices / claims, monitoring of processing and handling the disbursement of Fee or any other amount payable to the SP under this Agreement.
7. Annual escalation of 5% simple interest will be applicable on every yearly renewal, on the rates of previous year. For example if the quoted amount by bidder is 3% (which is the rate for the first year) the rate for the second year will be 3.4% (5% of 3 is 0.15)
8. Notwithstanding anything mentioned to the contrary herein, the Authority shall have the right to adjust the penalties imposed / levied / charged on the SP under this Agreement from the monthly Fee payable to the SP. In case any amount of penalty remains unrecovered after adjustment of penalty amount from the monthly Fee, then the Authority shall be entitled to recover the remaining balance of the penalty from the Performance Security. If any amount is recovered from Performance Security under this Article, SP shall replenish the performance Security with the same amount.

g. ARTICLE 7 – PROJECT FACILITIES

1. Project Facilities shall mean and include all assets including the bio-medical equipments, accessories, Centralized Call Centre including but not limited to the hardware thereof, database and other materials used for the work and operation under this Agreement.
2. Ownership of all the Project Facilities (except the Centralized Call Centre including the hardware thereof during the Agreement Period) for the purposes of the implementation of the Project shall vest with the Authority.
3. Ownership as well as property rights of the database generated from Centralized Call Centre through EMIS during the Agreement Period shall vest exclusively with the Authority.
4. The SP has no right, title or interest or any form of ownership rights over any of the Project Facilities (except the Centralized Call Centre including the hardware thereof during the Agreement period). It is hereby clarified that the Service Provider shall not get any right, title or interest in the equipment and material provided by Authority under this Agreement and the Service Provider has no right to create any right, interest or title or any Encumbrance in relation to the Project Facilities (except the Centralized Call Centre including the hardware thereof) in favour of any third party.
5. The Service Provider shall ensure that all the equipments along with database except for the Manpower tools, test equipment and other infrastructure that are procured by the Service Provider for the purpose of project implementation of the Project, shall be transferred, upon the expiry or earlier termination of the Agreement, to the Authority

without any limitation and any additional burden, financial or otherwise on the Authority.

6. The Service Provider shall bear all costs and expenses relating to obtaining any user license in favour of the Authority or for ensuring the due transfer of the equipment, to the Authority upon the expiry or earlier termination of this Agreement. The licenses should have a validity of at least 1 (one) year beyond the date of expiry or early termination of the Agreement. The Service Provider shall ensure that all warranties and/or guarantees that may be valid and existing at the time of expiry and/or earlier termination of this Agreement are also transferred to the Authority with the relevant equipment hardware and/or technology, as the case may be without any cost whatsoever to the Authority.

#### h. ARTICLE 8 – MANPOWER

1. The Service Provider acknowledges that it shall appoint and recruit Manpower and impart adequate training to the Manpower for performance of all its the obligations in accordance with the terms, conditions and covenants set forth in this Agreement for the project. The Manpower appointed or hired for the project shall be the employees of the Service Provider and the Authority will not be liable for any acts of omission/commission vis-à-vis the Manpower appointed or hired by the Service Provider.
2. The Service Provider shall be responsible to comply with all applicable labour legislation in respect of the Manpower appointed or hired by the Service Provider in respect of execution and implementation of the Project and shall indemnify and keep indemnified the Authority for any claim, action or demand whatsoever in that regard.

#### i. ARTICLE 9 – REVIEW OF PROJECT

The review of Biomedical Medical Maintenance project to be provided by the Service Provider under this Agreement shall be done in the following three levels:

1. State Level:
  - (a) The services of the Service Provider will be reviewed SP on a monthly quarterly basis. The implementation bottlenecks will be addressed and shall be the final authority to consider any revision arising out of changes in the policy, structure of the services, etc.
  - (b) The Managing director/ any other officer of WBMSCL authority will monitor and review the services of the Service Provider under this Agreement on monthly basis and will provide required assistance to the SP for smooth implementation of the project.
2. District Level:
  - (a) District Health & FW Society under the Chairmanship of District Magistrate will review the services of the Service Provider under this Agreement in the district on a quarterly basis and may submit recommendations to state level committee for the approval/advices.
  - (b) The Chief Medical Officer of Health of the respective District will be responsible for the smooth implementation of the project in the district and review and verify the services of the Service Provider under this Agreement on monthly basis.
  - (c) The Service Provider shall ensure their appropriate representation during the review meetings, if asked by the concerned CMOH.

3. Health Facility level:  
In-charge of health facilities will be responsible for verification report of every maintenance activity done in their hospital/centre. Verification report shall be signed by Nodal person of hospital looking after the equipment and countersigned by head of the hospital (Superintendent / MOIC) and also to be documented through Equipment Management Information system. A copy of the countersigned report shall be kept within the hospital and two copies shall be handed over to the SP.

j. ARTICLE 10 – COVENANTS OF THE SERVICE PROVIDER AND THE SELECTED BIDDER

1. The Service Provider agrees and undertakes to render services as mentioned in this Agreement and comply with other provisions of this Agreement with regularity throughout the Agreement Period.
2. Subject to the provisions of this Agreement, the Service Provider shall be responsible for keeping all biomedical equipments in working condition.
3. Within 3 months from the signing of agreement and subject to the provisions of this Agreement, the Service Provider shall be responsible to establish, procure, operate, manage and maintain the exclusive Centralized Call Centre of its own. An access to the software to be developed by SP will be given to the H&FW Dept/ WBMSCL/ District Health Authorities/ Hospitals and Healthcare units for Verification.
4. Develop suitable solution through mobile communication systems.
5. To provide 24x7, 365 days uptime of 95% for all medical equipment in Medical Colleges & District Hospitals and 90% for all medical equipment in other Healthcare units. At no point of time in a single breakdown the breakdown should not be more than 7 (seven) days from the date and time of registration of fault.
6. The Service Provider shall duly maintain such records including log books as the Authority may require and furnish the same to the Authority in such manner and in such form as may be prescribed by the Authority.
7. The Service Provider agrees that it shall co-operate and shall be obliged to give all the requisite information and details to the Authority or any other designated representative of Authority for the purpose of verification of its claims.
8. The Service Provider agrees and undertakes to render services incidental to the scope and conditions of work as contained in this Agreement without any extra charges or payment; Provided that the quantum of such extra work does not result in extra expenditure to the Service Provider.
9. The Service Provider hereby covenants that it shall at all times during the Agreement Period maintain such displays, promotional material and/or messages as may be directed or approved by Authority free of cost in the Hospitals and Healthcare units regarding the Centralized Call Centre.
10. The Service Provider agrees that it shall ensure and shall not contest that all rights and interests of the Service Provider in and to the Project vest in the Authority during and after the Agreement Period without any further act or deed on the part of the Service Provider or Authority.
11. The Service Provider hereby covenants that it shall duly maintain the Project Facilities free and clear of all liens, claims, and Encumbrances and it shall not at any time create any charge, lien or Encumbrances whatsoever over the Project Facilities in favour of any

- other person. The Service Provider shall maintain the Project Facilities in good condition.
12. Service Provider hereby covenants that it or its Manpower shall not use the Project Facilities for any purpose other than for the purposes of this Agreement.
  13. A toll free phone number that connects to the Centralized Call Centre (CCC ) should be acquired by the Service Provider.
  14. The Service Provider shall at its costs, charges and expenses perform its obligations under this Agreement for execution and implementation of the Project and providing Project Facilities, in accordance with this Agreement, Applicable Laws and Applicable Permits.
  15. The Service Provider hereby covenants to undertake Information, Education and Communication (IEC) activities, promotion and advertisement of and the Centralized Call Centre to create awareness among the hospital staff.
  16. All major and minor maintenance, servicing and replacement of spares and equipments shall be the responsibility of the Service Provider.
  17. If sub-standard spare parts are used for repair or fixing of technical problem and the equipment do not run for its entire expected lifetime, the service provider shall have to replace with the same make and model.
  18. The Service Provider shall ensure that the staffing norms mentioned in the agreement are adhered to and reported to Authority or any other agency appointed by the Authority in that behalf.
  19. The Service Provider shall be provided online access to the Equipment Management Information system (EMIS) for communication to the office of the Managing Director, WBMSCL and other stake holders.
  20. The Service Provider agrees that Authority or its representative shall at all times have access to all the data pertaining to the Project and the Project Facilities.
  21. The Service Provider shall at all times provide to the representatives of the Authority, access to the Project Facilities including the Centralized Call Centre to review the progress of the operation of the services under this Agreement and to ascertain compliance with any of the requirements of this Agreement;
  22. Provided that non-inspection by the Authority of any Project Facilities shall not, in relation to such Project Facilities, (i) amount to any consent or approval by the Authority nor shall the same be deemed to be waiver of any of the rights of the Authority under this Agreement; and (ii) release or discharge the Service Provider from its obligations or liabilities under this Agreement in respect of execution and implementation of the Project.
  23. The Service Provider shall submit all the monthly reports as per Agreement and such other reports or documents as may be requested by the Authority from the Service Provider from time to time.
  24. The Service Provider shall duly ensure that it will follow the Good Industry Practices in execution and implementation of the Project.

k. ARTICLE 11 – COVENANTS OF THE AUTHORITY

1. The Authority shall be responsible for payment of the Fee as per provision mentioned in Article ..... of this Agreement.
2. The Authority shall provide appropriate assistance in implementation of the Project.
3. The Authority shall be responsible for the monitoring and evaluation of the Project and Project Activities.
4. The Authority will instruct the District Health & FW Samity to provide all necessary

assistance to the Service Provider and co-ordinate the smooth implementation and operation of the Project in the respective District.

5. The Authority may also constitute a High Powered Committee to provide policy direction, assistance and regulations for the implementation and operation of the Project.

1. ARTICLE 12 – PERFORMANCE SECURITY

1. To ensure due and satisfactory performance of its obligations under this Agreement, the Service Provider has, before the execution of this Agreement, furnished a performance security in the form of an irrevocable bank guarantee (in the format specified) from a Scheduled Bank details of which are given below:
  - (a) Name of issuing Bank
  - (b) Date of issue-
  - (c) In favor of – Managing Director, WBMSCL
  - (d) Validity period - six months after the expiry of the Agreement Period.
  - (e) Encashable and enforceable at Kolkata
2. The Performance Security shall be maintained and shall be available for the Authority to enforce in case of any failure or default on the part of the Service Provider in performing its obligations under this Agreement or otherwise to meet any claim against the Service Provider or any other reason including but not limited to recovery of penalties, excess payments made previously and non- performance (by the Service Provider)
3. The Service Provider shall be liable to restore/ replenish the Performance Security to the full amount in case of part encashment/ invocation of the same by the Authority. This shall be done within 30 (thirty) days of any such part encashment/ invocation. Failure of the Service Provider to provide a valid Performance Security and/or restore / replenish and maintain the Performance Security in accordance with this Article 13 shall entitle the Authority to forthwith terminate this Agreement.

m. ARTICLE 13 – APPOINTMENT OF COMMITTEES, AGENCIES, ETC.

1. Authority at its discretion may constitute committees or appoint external agencies for the monitoring of performance, processing and verifying invoices/claims, handling disbursement of funds, etc.
2. Authority may from time to time appoint and reconstitute appropriate committees and agencies, to monitor and coordinate the work and services of the Service Provider and undertake various studies, investigation, inquiries, verifications, etc. as may be considered appropriate.

n. ARTICLE 14 - REPRESENTATIONS AND WARRANTIES

1. The Service Provider represents and warrants that:
  - a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or registration;
  - b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
  - c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
  - d) it has the requisite standing and capacity including to undertake the work under this

Agreement;

- e) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
  - f) all the information furnished in the Proposal is, and shall be, true and correct as on the Effective Date and the balance sheet and profit and loss account of the Service Provider for its every accounting years after the Effective Date furnished to the Authority shall give true and fair view of the affairs of the Service Provider;
  - g) it shall furnish a copy of its audited accounts within 120 (one hundred twenty) days of the close of its every accounting year after the Effective Date and any material change subsequent to the date of such accounts shall be notified to the Authority by the Service Provider within thirty (30) days of its occurrence and warrants that the accounts and the information furnished as aforesaid shall be true and correct;
  - h) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or any covenant, agreement, understanding, decree or order to which, it is a Party or by which it or any of its properties or assets is bound or affected;
  - i) there are no actions, suits, proceedings, or investigations pending or, to the Service Provider's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Service Provider under this Agreement or which individually or in the aggregate may result in any adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement;
  - j) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any adverse effect or impairment of the Service Provider's ability to perform its obligations and duties under this Agreement;
  - k) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have adverse effect on its financial condition or its ability to perform its obligations and duties under this Agreement;
  - l) No representation or warranty by the Service Provider contained herein or in any other document furnished by it to the Authority, or to any Governmental Agency in relation to applicable permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
  - m) it warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing or entering into this Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith; and
  - n) it shall duly renew and maintain Performance Security at all times up till six months after the expiry of the Agreement Period in full force and effect in accordance with the provisions of this Agreement.
2. The Service Provider undertakes to observe the highest standard of ethics during the performance of its obligations under this Agreement without indulging in any Corrupt, Fraudulent, Collusive or Coercive Practices. For the purposes of this provision, the terms set forth below shall have the meaning assigned to them as follows:

3. The Service Provider acknowledges that prior to the submissions of the Proposal, the Selected Bidder had after a complete and careful examination made, an independent evaluation of all the information provided by the Authority and had determined to the Selected Bidder's satisfaction the nature and extent of such difficulties, risks and issues as are likely to arise or may be faced by the Service Provider in the course of performance of its obligations here under.
4. The Service Provider acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority shall not be liable for the same in any manner whatsoever to the Service Provider.

o. ARTICLE 15 – FORCE MAJEURE

As used in this Agreement, the expression Force Majeure or Force Majeure Event shall mean occurrence in the State of any or all of Non-Political Event, Indirect Political Event and Political Event respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the Affected Party) of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has material adverse effect on the Affected Party.

Non-Political Event: A Non-Political Event shall mean one or more of the following acts or events:

- (a) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion;
- (b) strikes or boycotts (other than those involving the Service Provider or its respective employees/representatives, or attributable to any act or omission of any of them) interrupting services of the Project for a continuous period exceeding 7 (seven) days in an accounting year, and not being an Indirect Political Event;
- (c) any judgment or order of any court of competent jurisdiction or statutory authority made against the Service Provider in any proceedings for reasons other than (i) failure of the Service Provider to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority; or
- (d) any event or circumstances of a nature analogous to any of the fore going.

Indirect Political Event: An Indirect Political Event shall mean one or more of the following acts or events:

- (a) an act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage;
- (b) any Indirect Political Event that causes a Non-Political Event; or
- (c) any event or circumstances of a nature analogous to any of the fore going.

Political Event: A Political Event shall mean one or more of the following acts or events by or on account of any Government instrumentality:

- (a) compulsory acquisition in national interest or expropriation of any Project Facilities or rights of the Service Provider;
- (b) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Service Provider to perform its obligations under this Agreement;

Provided that such delay, modification, denial, refusal or revocation did not result from the Service Provider's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit; and

- (c) any event or circumstance of a nature analogous to any of the fore going.

Upon occurrence of a Force Majeure Event, the Service Provider shall by written notice report such occurrence to the Authority within 48 hours from such occurrence. Any notice pursuant hereto shall include full particulars of:

- (a) the nature and extent of each Force Majeure Event which is the subject matter for any claim for relief under this Article with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or shall have on the Affected Party's performance of its obligations under this Agreement;
- (c) the measures which the Affected Party is taking or proposes to take for mitigating the impact of such Force Majeure Event; and
- (d) any other information relevant to the Affected Party's claim.

The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it has notified the other Party of the occurrence of the Force Majeure Event forthwith and in any event not later than 48 hours after the Affected Party knew, or ought reasonably to have known, of its occurrence.

For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular reports containing information of the event and such other information as the other Party may reasonably request from the Affected Party.

After the Effective Date, if any Force Majeure Event occurs, the dates set forth in the Schedule 2, at the sole discretion of Authority, may be extended by a period for which effect of such Force Majeure Event subsists.

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, Authority may in its discretion terminate this Agreement by issuing a termination notice to the other Party without being liable in any manner whatsoever, and upon issue of such termination notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith;

Provided that before issuing such termination notice, Authority shall inform the Service Provider and grant 15(fifteen) days time to make a representation, and may after the expiry of such 15 (fifteen) days period in its sole discretion issue the termination notice.

The non availability of the Manpower, or other Project Facilities due to repair etc.

shall not be considered as Force Majeure and it shall be the responsibility of the Service Provider to arrange for appropriate alternatives to maintain the services and work as stipulated in this Agreement. It shall be entirely the obligation of the Service Provider to maintain the Manpower, and other Project Facilities required rendering the services and working under this Agreement.

p. ARTICLE - 16 TERMINATIONS

1. This Agreement shall terminate by efflux of time on the expiry of the Agreement Period.
2. Authority may terminate this Agreement for any of the following events of default (— Event of Default) on the part of Service Provider:
3. The Service Provider is in material breach of this Agreement and in case such breach is rectifiable and the Service Provider fails to cure such breach within a period of 10 days from the receipt of notice from Authority;
4. The Service Provider transfers or creates any Encumbrance, charge or lien over any of the Project Facilities in favour of any person/agency;
5. The Service Provider transfers or fails to perform any of its obligations specified under this Agreement;
6. The Service Provider collects fees in any form from the Beneficiaries/users;
7. The Service Provider has failed to adhere to the performance standards for the Centralized Call Centre (as mentioned in the Schedule 3 to this Agreement) and the default continues for a period of one month;
8. The Service Provider does not maintain the Performance Security or comprehensive insurance as provided in this Agreement
9. The Service Provider is adjudged bankrupt or insolvent or a trustee or receiver is appointed for the Service Provider or for any of its property that has a material bearing on the Project;
10. Petition for winding up of the Service Provider is admitted by a court of competent jurisdiction;
11. The Service Provider abandons the operations of the Project for more than 15 (fifteen) consecutive days without the prior consent in writing of Authority;

Provided that the Service Provider shall be deemed not to have abandoned such operation if such abandonment was as a result of Force Majeure Event and is only for the period when such Force Majeure Event is continuing.

Or

12. The Service Provider repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement.
13. Save and except as otherwise provided and without prejudice to any other right or remedy which the Authority may have in respect thereof under this Agreement, upon the occurrence of any Event of Default by the Service Provider, the Authority shall issue a notice to the Service Provider to cure such Default and on the failure of the Service Provider to cure such Default within 30 (thirty) days from date of issue of such notice, the Authority shall be entitled to terminate this Agreement forthwith by a termination notice to the Service Provider and the termination shall be effective from the date notified to the Service Provider.
14. Authority shall be entitled to enforce the Performance Security and the Bank Guarantee and recover the amount due to it in respect of such claim, damages, rights or remedy without prejudice to its rights.

15. Notwithstanding anything to the contrary contained in this Agreement, termination of this Agreement shall be without prejudice to other rights of the Authority including its right to claim and recover damages and other rights and remedies which it may have in law or under this Agreement.
16. Notwithstanding anything contained in this Agreement, the Authority may terminate this Agreement if it is found after execution of this Agreement that Selected Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice or restrictive practice in the Bidding process. In such circumstances, the Authority shall be entitled to forfeit and appropriate/ invoke the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the Authority under this Agreement.
17. Upon expiry or earlier termination of this Agreement, the Service Provider shall:
  - (a) notify Authority forthwith about the location and particulars of all Project Facilities; and
  - (b) deliver forthwith the possession and control to Authority or any person designated by Authority and other Project Facilities including software thereof but excluding manpower in working and operable condition, free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by Authority and under Applicable Laws for fully and effectively divesting the Service Provider of all of the rights and interests in the Project.
18. Notwithstanding anything contained in this Agreement, if it is found after execution of this Agreement that Selected Bidder was ineligible to participate in the Bidding process according to the provisions of e-NIT Part-I, Authority shall after giving fifteen days notice to the Service Provider, terminate this Agreement. In such event, Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be.

q. ARTICLE 17 - DISPUTE RESOLUTION

1. Amicable Resolution:

- a. Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including incompleteness of the Project, between the Parties and so notified in writing by either Party to the other (the Dispute) in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Sub-clause (b) below.
- b. In the event of any dispute between the Parties, either Party may call upon the Managing Director, WBMSCL to mediate and assist the Parties in arriving at an amicable settlement thereof. The Managing Director, WBMSCL shall meet with the Service Provider not later than 15 (fifteen) days of the date of such request to discuss and attempt to amicably resolve the Dispute.
- c. If the dispute is not amicably resolved pursuant to the above as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties then the dispute shall be referred to adjudication by sole arbitrators.

2. Arbitration:

- (a) Any Dispute, which is not resolved amicably as provided in Clause (1) of this Article 19

shall be finally decided by reference to arbitration to be appointed by Secretary / Principal Secretary, Health & FW Department, Govt. of WB. The arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

- (b) The arbitrators shall issue a reasoned award.
- (c) The venue of such arbitration shall be in Kolkata, West Bengal.
- (d) The Parties undertake to carry out any decision or award of the arbitrators (the Award) without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.

r. ARTICLE 18 - GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Kolkata, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

s. ARTICLE 19 – INDEMNITY

1. Indemnity by the Service Provider:

- (a) The Service Provider shall indemnify and hold the Authority harmless, from any and all action, claims, suits and / or legal proceedings initiated by any person, third party or otherwise, that may be initiated or raised against Authority whether that may be in the nature of criminal, civil, medico-legal proceedings, proceedings under the Consumer Protection Act, 1986 or any Applicable Law that may arise under this Agreement.
- (b) The Service Provider shall also indemnify and hold the Authority harmless from any and all actions, claims, liabilities, costs, damages and expenses of every kind and nature in respect of the sickness, injury or death of any person employed directly or indirectly by the Service Provider and damage to or destruction of any property or equipment of the Service Provider arising during or as a result of the performances or non-performance of this Agreement from any cause whatsoever provided that this Article shall not apply to injury, death, damage or destruction to the extent caused by the gross negligence, default or omission of the Authority or its employees.

2. Indemnity – Third Party:

The Service Provider shall indemnify and hold the Authority harmless from any and all claims, liabilities, costs, damages, and expenses of every kind and nature in respect of the sickness, injury or death of any third party and the damage to or destruction of any property of any third party arising directly or indirectly as a result of any gross negligence, default or omission of the Service Provider or its employees.

3. Non Compliance with Applicable Laws:

The Service Provider shall indemnify and hold the Authority harmless from any fines, penalties and similar charges which may be attributed to or imposed or assessed against the Authority by reason of the failure of the Service Provider to comply fully with all Applicable Laws and Applicable Permits save to the extent such failure was caused by the gross negligence, default or omission of the Authority or its employees.

4. General Indemnity:

The Service Provider shall indemnify and hold the Authority harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by the Authority arising whether directly or indirectly as a result of the breach by

the Service Provider of any of the Service Provider's obligations under this Agreement save to the extent such claims, liabilities, costs, damages and expenses were caused by the gross negligence, default or omission of the Authority or its employees.

Notwithstanding the termination of this Agreement, the Service Provider shall indemnify and hold the Authority harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by the Authority during the subsistence of this Agreement.

5. Enforcement:

For the avoidance of doubt, nothing in this Article shall prevent or restrict a Party enforcing any obligation owed to it under this Agreement.

6. Defense:

The Authority shall promptly notify the Service Provider of any matter which may give rise to a right of the Authority to be indemnified under this Article 21.

The Service Provider may at its own cost conduct negotiations for the settlement of any claim made against it, and any litigation that may arise there from in such reasonable manner as the Authority shall from time to time approve (such approval not to be unreasonably withheld).

The Service Provider may not, however, conduct such negotiations or litigation before it has given the Authority such security as the Authority may reasonably require. The security shall be for an amount required by the Authority, which is its reasonable assessment of the amount for which it may become liable and which are the subject of the indemnities under this Article.

The Authority shall not make any admission which might be prejudicial to the Service Provider unless the Service Provider has failed to take over the conduct of the negotiations or litigation or provide security under this Article 20 within a reasonable time after having been so requested.

t. ARTICLE - 20 MISCELLANEOUS

1. Priority of agreements and errors/discrepancies:

this Agreement, and all other agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (a) this Agreement read with Schedules;
- (b) Letter of Intent
- (c) Request for Proposal and
- (d) All other agreements and documents executed by and between the Parties.

In-case of any discrepancy or conflict between the provisions of the above documents, the provisions of the documents mentioned prior in the above order shall prevail over the provisions of the documents mentioned subsequently in the above order.

2. Waiver:

Waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under this Agreement:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- (b) shall not be effective unless it is in writing and executed by a duly authorized representative of the Party and
- (c) Shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

3. Entire Agreement:

This Agreement and together with the other contract documents and the Schedules constitute complete and exclusive statement of the terms of this Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by the Authority and executed by the person expressly authorized by a resolution of Authority in this behalf.

4. Notices:

Any notice or other communication to be given by one Party to the other Party under, or in connection with the matters contemplated by this Agreement shall be in writing and shall be given at the respective addresses/email Ids/Fax.

5. Severability:

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner.

6. Relationship of the Parties:

Nothing contained in this Agreement shall be construed or interpreted as constituting a joint venture, partnership or agency relationship between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. The Parties have entered into this Agreement on a principal to principal basis.

7. Language:

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this agreement shall be in writing and in English language.

8. Exclusion of Implied Warranties etc.:

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement among the Parties or any representation by either Party not contained in a binding legal agreement executed by Parties.

9. Counterparts:

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

For the Selected Bidder

IN WITNESS WHERE OF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED For and on behalf of (Name of the Service Provider): By:

\_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Name)  
\_\_\_\_\_ (Designation)

SIGNED SEALED AND DELIVERED For and on behalf of  
Governor of West Bengal By:

\_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Name)

Managing Director, WBMSCL  
Government of West Bengal

In the presence of:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Annexure VII**  
**Details of Eligible Experience**

The Bidder should provide the experience details of services provided at each location / State / country / undertaken.

Please furnish the details as per following Table:

Location (Country/ State/ districts)		Number of Staff by Category		
		Biomedical Equipment	Call Centre	Others (specify)
		Maintenance Operation	Operation	
Duration of Medical Equipment Maintenance Operation		Profile of staff: Summary of key staff (degree /diploma/ certificates with specific reference to the project, training, number of years in employment, total relevant experience as a paramedic/ call center Employee.)		
Start Date	Completion date	Of all contracts		

Name of the Entity Providing Support:

Name of senior staff (Project Director, Project Manager) involved and functions performed:

Narrative description of project and the outcome (including number of equipment repaired per annum on an average):

Brief description of the actual services provided:

Service Centre Details; Repair workshop details; Spare part store details (if any):

Undertaking to equip its trained Bio Medical Engineers (human resource) with

**Annexure VIII**

## **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 (2019-20, 2020-21 & 2021-22 / 2020-21, 2021-22 & 2022-23) is Rs. .... as per the Audited Accounts of the Organization.**

Signature and seal with registration number of Chartered Accountant

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**"Bank Guarantee Format" (To be submitted by the L1 Bidder after finalization of this tender)**

Prescribed format for Performance Bank Guarantee by the Bank

**INDIAN NON JUDICIAL STAMP PAPER OF RS. 100**

Bank Guarantee No:

Date:

Expiry Date:

Amount of Bank Guarantee: Rs..... (Rupees.....) only.

To

Managing Director,

West Bengal Medical Services Corporation Limited

Swasthya Sathi Building, Swasthya Bhawan Campus,

GN-21, Salt Lake, Sector-V,

Kolkata- 700 091.

Whereas.....(name of the firm)..... hereinafter all the supplier as undertaken in pursuance of NIT No ..... , dated ..... to supply of the approved items hereinafter called the 'contract'.

And whereas we have agreed to give the supplier a Guarantee.

Therefore, we have affirm that we are the guarantors and responsible to you , on behalf of the supplier up to a total of Rs. ....(Rupees ..... ) only and we undertake to pay you upon your first written demand declaring that supplier to be in default under the contract and without cavil or arguments, any sums within the limit of Rs. ....( Rupees.....) only as aforesaid, without your needing to prove or to show grounds of reasons for demand or the sum specified therein.

The performance Bank Guarantee will be valid upto 6(six) months after the expiry of agreement period.

Bank Guarantee No.

Date :

The following Account should be treated as the Pooling Account of the Performance Bank Guarantee:

- a) Bank Name : **ICICI Bank ;**
- b) Branch name : **Salt Lake, Kolkata ;**
- c) Beneficiary name : **WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED ;**
- d) Account No : **105605003391 ;**
- e) IFSC Code : **ICIC0001056**

Notwithstanding anything contained therein before,

1. Our liability under the Bank Guarantee shall not exceed Rs. ....(Rupees ..... ) only
2. This Bank Guarantee shall be remain valid upto..... and claim period upto ..... (i.e. one year after valid date).
3. Our liability to make payment shall arise and we are liable to pay the guarantee amount or any part thereof under this guarantee only and if you serve upon us a written claim or demand in terms of the guarantee on or before .....( expiry date).

We, .....( name of the Bank with code No. ) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the government, in writing. Dated...

For Bank Authority:-

1. Signature :
2. Name :
3. Designation with seal :
4. CBPA NO :

5. Guarantee Bond No. :

Signature of the Branch Manager with Bank's seal

**Schedule 1**  
**Project Phasing Activities**

The Service Provider shall adhere to following timelines and milestones:

<b>Timelines from issue of AoC</b>	<b>Milestone</b>
Within 15 (fifteen) days	<ol style="list-style-type: none"> <li>1. Develop Web based call logging and app based call logging system for Equipment Management Information System (EMIS) for maintenance of Biomedical Equipment in the Hospitals and Healthcare units. Commission and operate Centralized Call centre (CCC) to cater to manage operations.</li> <li>2. Depute 6 (six) Biomedical Engineers as per discretion of WBMSCL who will be stationed at the Head Quarters of WBMSCL and monitor the overall project/ activities of all engineers based at various locations all over the state and report to WBMSCL.</li> </ol>
Within 1 (one) month to 2 (two) months	<ol style="list-style-type: none"> <li>1. Recruit and position all the required manpower at the respective Health Facilities.</li> <li>2. Complete the process of sticking escalation matrix along with breakdown call logging protocol at all the departments of each and every health care facilities.</li> <li>3. Training to the end users about how to log complain if any equipment is not working should be completed.</li> <li>4. Establish central warehouses stationed at North Bengal zone, Burdwan zone &amp; Kolkata zone where the inventories of commonly used spare parts/ accessories/ consumables in adequate number should be kept in stock.</li> </ol>
Within 3 (three) months	<ol style="list-style-type: none"> <li>1. All equipment that the service provider considers beyond repair shall be listed and the list shall be provided to the Government with reasons for each equipment beyond repair. In such case Government reserves the right to cross verify the equipment to ascertain. The final decision of the Government whether the equipment can be condemned or repair rests with the Government and shall be binding on the service provider. Details are given under conditions of NIT above.</li> </ol>
Within 4(four) to 5 (five) months	<ol style="list-style-type: none"> <li>1. Complete bar coding and asset tagging of all equipment. During this process the maintenance service of the Biomedical Equipment will be ensured except historical breakdown.</li> <li>2. Category wise report for critical , non-critical, historical, RBER (Recommended Beyond Economic Repair), machine not in use, machine is in packed condition, functional and non-functional should be completed and submitted</li> <li>3. Establish in-house service station at every facility within the premises from SGH level and above.</li> </ol>
Within 6(six) months	<ol style="list-style-type: none"> <li>1. Repair all dysfunctional equipment of Health Facilities within four months from the date of signing of contract.</li> <li>2. Historical call if any should be addressed</li> </ol>
The remaining activities and scope of work, if any will be intimated in due course of time	

On achievement of each timeline, the Service Provider shall intimate the Authority in writing and accordingly the Authority shall verify and issue the Certificates for Completion of each timeline.

The above timelines shall not be extended, except in case of Force Majeure Events. If any Force Majeure Events occurs and Service Provider requests the Authority for extension of time, giving reason for such request, the Authority may, at its sole discretion, agree to extend the timelines by a period for which effect of such Force Majeure Events subsists.

**Schedule 2**  
**Performance Standards and Operating**  
**Protocols**

1 Performance standards-

1. All calls landing on call centre shall be attended. All call log made in the EMIS should also be attended
2. 90% of all calls shall be attended within 20 seconds of first beep.
3. Call voice recording of unanswered calls shall be maintained. Unanswered calls shall be called back within 30 minutes if calls were made before 5 PM. All calls landing after 5:00 PM of previous day and before 8.00 AM of the day shall be called back up to 8.30 AM of the day
4. Service provider shall ensure that at no point in time, any equipment is dysfunctional beyond 7 (Seven) days of registering of the complaint at the user end. In case the equipment is dysfunctional beyond 7days,
5. To provide 24x7, 365 days uptime of 95% for all medical equipment in Medical Colleges & District Hospitals and 90% for all medical equipment in other Healthcare units. At no point of time in a single breakdown the breakdown should not be more than 7 (Seven) days from the date and time of registration of fault.

- Note: -
- a. Time of Call Received- shall be defined as the time at which the CCC has received a call through telephone or any other source (all call landing on call center).
  - b. Time of completion of maintenance activity shall mean the time at which the repair work completed and equipment became operational.

2 Standard Operating Procedures-

The Service Provider shall, within 30 days from the Effective Date, develop and submit to the Authority Standard Operating Procedures (SOP) for the operations for acceptance and approval by the Authority. The Guiding Principles for the Standard Operating Procedures to be developed by the Service Provider are:

- i. Purpose and Scope
- ii. CCC, call handling and Dispatch protocols
- iii. Operation Systems, Structures and Protocols for maintenance (including call response protocols, ring checks, call codes, equipment maintenance, management, communication protocols)
- iv. Operational protocols for special circumstances (natural calamities, mass casualty events (Both manmade and natural),
- v. Reporting structures and formats—overall documentation
- vi. Health and safety protocols for personnel
- vii. Job description, roles and responsibilities of each level of personnel in entire operations
- viii. Training, refresher course and orientation protocols for all levels of personnel (including staff replacement protocols)
- ix. Overall administrative policies

The Standard Operating Procedure shall be developed by the Service Provider and approved by the Authority before the operations. The Authority shall review and communicate its approval or need for changes within a period of fifteen days from the date of submission of the draft Standard Operating Procedure by the Service Provider and in the event no response indicating either the approval or need for specific amendments is received by the Service Provider, then the Authority shall be deemed to have approved the draft Standard Operating Procedure submitted by the Service Provider. The Standard Operating procedure may be reviewed and revised at periodic intervals as the project is implemented subject to provisions of this clause and those below. The Authority shall have the right to, from time to time, unilaterally notify specific change(s) to the Standard

Operating Procedure and the Service Provider shall be bound to implement such change from the date of its communication by the Authority to the Service Provider.

### **Schedule 3**

## **Reporting, Monitoring and Supervision**

The Service Provider shall provide detailed operational, clinical and administrative data in a manner that facilitates its retrospective analysis. The Service Provider will have following

- a. Reporting Obligations.
  - (i) The Service Provider should prepare and submit monthly and quarterly reports to the Authority or any independent agency nominated by the Authority. A real time monitoring interface/dashboard should be provided by the service provider.
  - (ii) The Service Provider should capture all the information related to operation of CCC/ EMIS and equipments in a centralized database through appropriate application software(s). This would enable periodic (daily, weekly, monthly etc.) reporting of performance and operations. The Service Provider has to share the information in electronic format with the Authority.
  - (iii) The records of the Service Provider shall be subject to inspection by the Authority or any independent agency appointed by the Authority at any time during the term of Agreement.
- b. Data and Reporting requirements:

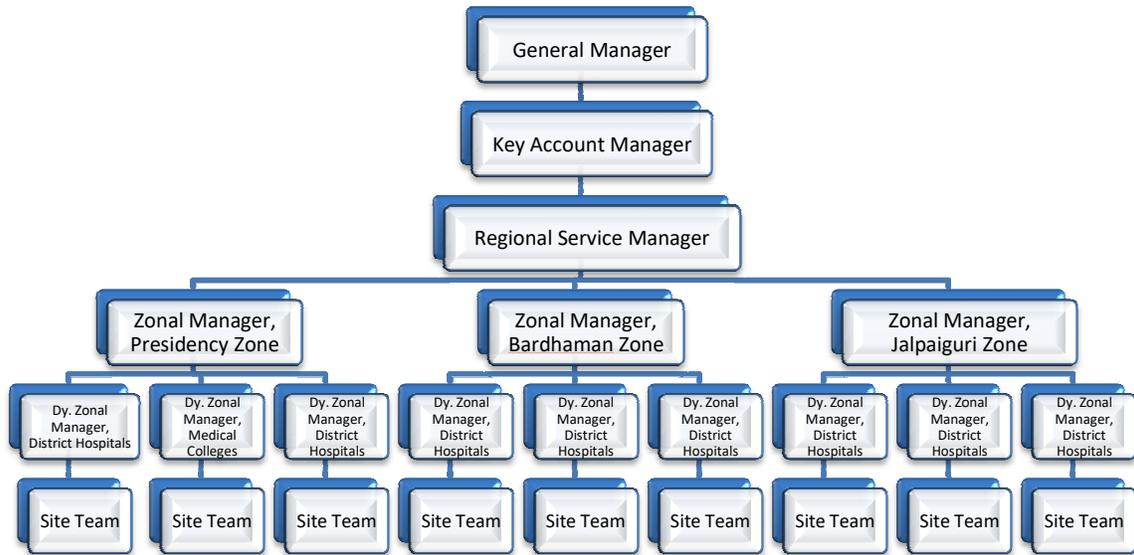
The Service Provider shall maintain proper records of operations including Call logs, Employee Logs, Terminal Access Log, Breakdown/Maintenance/Out of Service Schedule, inventory of consumables, consumption and any other relevant data, and present it to the Authority or any independent agency nominated by the Authority from time-to-time at the discretion of the Authority.
- c. Monthly Reports Required Service Provider shall provide, within 10 business days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. The Service Provider will document and report to the Authority in writing in a form required by the Authority. Monthly invoices shall be supported by asset value, value of Recommended beyond Economic Repair of Equipment. One copy of verification report of every maintenance activity done. Verification report shall be signed by nodal person of hospital looking after the equipment and countersigned by head of the Hospitals and Healthcare units (Superintendent/MOIC)
- d. Grievance Redressal System

The Service Provider shall formulate a grievances redress mechanism. All the complaints and feedbacks shall be recorded and the Service Provider shall maintain the records for the entire duration of the Agreement. All the complaints pertaining to scope of service shall be solved within 7 (Seven) days from the date of receiving the complaints.

The Service Provider shall also address to all complaints pertaining to project, either verbally or in written, from the Department / WBMSCL / Hospitals and Healthcare units , or any other sources within 7 (Seven) days from the date of receipt of complaint.

## Schedule 4

### Escalation Matrix



The zonal manager shall be responsible for co-ordinating with the CMOH office & overall.

The Dy. Zonal Manager shall monitor the activities of hospital BME's and should pay visit at the sites in periodic manner.

**"Bank Guarantee Format"**  
**(EMD in the form of bank guarantee to be submitted by the bidders in this format)**  
Prescribed format for Performance Bank Guarantee by the Bank

INDIAN NON JUDICIAL STAMP PAPER OF RS. 100

Bank Guarantee No:

Date:

Expiry Date:

Amount of Bank Guarantee: Rs..... (Rupees.....) only.

To

Managing Director,  
West Bengal Medical Services Corporation Limited  
Swasthya Sathi Building, Swasthya Bhawan Campus,  
GN-21, Salt Lake, Sector-V,  
Kolkata- 700 091.

Whereas.....(name of the firm)..... hereinafter all the supplier as undertaken in pursuance of NIT No ..... , dated ..... to supply of the approved items hereinafter called the 'contract'.

And whereas we have agreed to give the supplier a Guarantee.

Therefore, we have affirm that we are the guarantors and responsible to you , on behalf of the supplier up to a total of Rs. ....(Rupees ..... ) only and we undertake to pay you upon your first written demand declaring that supplier to be in default under the contract and without cavil or arguments, any sums within the limit of Rs. ....( Rupees.....) only as aforesaid, without your needing to prove or to show grounds of reasons for demand or the sum specified therein.

The following Account should be treated as the Pooling Account of the Bank Guarantee:

- |                     |   |   |
|---------------------|---|---|
| a) Bank Name        | : | <b>ICICI Bank ;</b>                                       |
| b) Branch name      | : | <b>Salt Lake, Kolkata ;</b>                               |
| c) Beneficiary name | : | <b>WEST BENGAL MEDICAL SERVICES CORPORATION LIMITED ;</b> |
| d) Account No       | : | <b>105605003391 ;</b>                                     |
| e) IFSC Code        | : | <b>ICIC0001056</b>  |

Notwithstanding anything contained therein before,

1. Our liability under the Bank Guarantee shall not exceed Rs. ....(Rupees ..... ) only
2. This Bank Guarantee shall be remain valid upto..... and claim period upto ..... (i.e. one year after valid date).
3. Our liability to make payment shall arise and we are liable to pay the guarantee amount or any part thereof under this guarantee only and if you serve upon us a written claim or demand in terms of the guarantee on or before .....( expiry date).

We, .....( name of the Bank with code No. ) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the government, in writing. Dated...

For Bank Authority:-

1. Signature :
2. Name :
3. Designation with seal :
4. CBPA NO :
5. Guarantee Bond No. :

Signature of the Branch Manager with Bank's seal



**TABLE – I**

<b>Division wise cost of Equipments put into tender</b>		
<b>Sl No.</b>	<b>Division</b>	<b>Estimated cost of equipments (Rs. Crore)</b>
1	Presidency Division	<b>945</b>
2	Burdwan Division	<b>275</b>
3	Jalpaiguri Division	<b>180</b>
<b>Total</b>		<b>1400</b>

**Table-II**  
(List of Hospitals)

<b>PRESIDENCY ZONE</b>			
<b>HEALTH DISTRICT</b>	<b>TYPE OF FACILITY</b>	<b>EQUIPMENT</b>	<b>ASSET VALUE</b>
<b>BASIRHAT HD</b>	BPHC	145	6949000
	DISTRICT HOSPITAL	275	38849534
	PHC	106	3235000
	RH	172	15319000
	UPHC	17	1095000
<b>BASIRHAT HD Total</b>		<b>715</b>	<b>65447534</b>
<b>DIAMOND HARBOUR HD</b>	BPHC	75	3219000
	DISTRICT HOSPITAL	589	88150728
	PHC	118	3693000
	RH	342	29897500
	SUB DIVISIONAL HOSPITAL	132	20074800
	UPHC	7	475000
	(blank)	8	810000
<b>DIAMOND HARBOUR HD Total</b>		<b>1271</b>	<b>146320028</b>
<b>HOWRAH</b>	BPHC	25	1110000
	DISTRICT HOSPITAL	464	87628249
	MEDICAL COLLEGE	9	90000
	PHC	77	3338000
	RH	420	37338000
	STATE GENERAL HOSPITAL	522	67493820
	SUB DIVISIONAL HOSPITAL	322	39275380
	UPHC	144	7935000
<b>HOWRAH Total</b>		<b>1983</b>	<b>244208449</b>
<b>KOLKATA</b>	MEDICAL COLLEGE	22801	6409463080
	OTHER HOSPITALS	1642	359737866
<b>KOLKATA Total</b>		<b>24443</b>	<b>6769200946</b>
<b>MURSHIDABAD</b>	BPHC	362	15355000
	MEDICAL COLLEGE	1536	234785023
	OTHER HOSPITALS	17	555000
	PHC	214	5616000
	RH	306	25598800
	SUB DIVISIONAL HOSPITAL	805	90335930
	UPHC	107	8805000
<b>MURSHIDABAD Total</b>		<b>3347</b>	<b>381050753</b>
<b>NADIA</b>	BPHC	156	9003000
	DISTRICT HOSPITAL	569	90043054

	MEDICAL COLLEGE	1217	294870336
	OTHER HOSPITALS	72	16752000
	PHC	193	5527000
	RH	324	25789000
	STATE GENERAL HOSPITAL	333	48755000
	SUB DIVISIONAL HOSPITAL	544	64068110
	UPHC	145	9622000
<b>NADIA Total</b>		<b>3553</b>	<b>564429500</b>
<b>NORTH 24 PARGANAS</b>	BPHC	178	13721000
	DISTRICT HOSPITAL	576	103838929
	MEDICAL COLLEGE	1164	213256206
	OTHER HOSPITALS	2	85000
	PHC	116	3119000
	RH	105	6905000
	STATE GENERAL HOSPITAL	1192	150382685
	SUB DIVISIONAL HOSPITAL	893	110697620
	UPHC	539	36125000
<b>NORTH 24 PARGANAS Total</b>		<b>4765</b>	<b>638130440</b>
<b>SOUTH 24</b>	SGH	10	1570000
<b>SOUTH 24 Total</b>		<b>10</b>	<b>1570000</b>
<b>SOUTH 24 PARGANAS</b>	BPHC	93	5081500
	DISTRICT HOSPITAL	675	108354995
	PHC	136	4426000
	RH	446	37663000
	STATE GENERAL HOSPITAL	679	97506984
	SUB DIVISIONAL HOSPITAL	449	73439109
	UPHC	143	13882000
<b>SOUTH 24 PARGANAS Total</b>		<b>2621</b>	<b>340353588</b>
<b>Grand Total</b>		<b>42708</b>	<b>9150711238</b>

<b>JALPAIGURI ZONE</b>			
<b>HEALTH DISTRICT</b>	<b>TYPE OF FACILITY</b>	<b>EQUIPMENT</b>	<b>ASSET VALUE</b>
<b>ALIPURDUAR</b>	BPHC	218	9187000
	DISTRICT HOSPITAL	515	85538994
	PHC	110	3044000
	RH	78	4589000
	STATE GENERAL HOSPITAL	313	37932000
	UPHC	4	300000
<b>ALIPURDUAR Total</b>		<b>1238</b>	<b>140590994</b>

<b>COOCHBEHAR</b>	BPHC	128	6925000
	MEDICAL COLLEGE	830	113668195
	PHC	128	4991000
	RH	33	2540000
	SUB DIVISIONAL HOSPITAL	1056	138712298
	UPHC	22	860000
<b>COOCHBEHAR Total</b>		<b>2197</b>	<b>267696493</b>
<b>DAKSHIN DINAJPUR</b>	BPHC	217	9669500
	DISTRICT HOSPITAL	337	46356998
	PHC	50	967000
	RH	113	5811500
	SUB DIVISIONAL HOSPITAL	282	43116855
	UPHC	18	1815000
<b>DAKSHIN DINAJPUR Total</b>		<b>1017</b>	<b>107736853</b>
<b>DARJEELING</b>	BPHC	214	11037500
	DISTRICT HOSPITAL	1101	171690934
	MEDICAL COLLEGE	2416	462843436
	PHC	130	5642000
	RH	226	19196000
	SUB DIVISIONAL HOSPITAL	229	47969998
	UPHC	65	3940000
<b>DARJEELING Total</b>		<b>4381</b>	<b>722319868</b>
<b>JHARGRAM</b>	BPHC	55	1913000
	DISTRICT HOSPITAL	477	65114362
	PHC	119	3607000
	RH	124	10485000
	UPHC	9	390000
<b>JHARGRAM Total</b>		<b>784</b>	<b>81509362</b>
<b>KALIMPONG</b>	BPHC	144	12471500
	OTHER HOSPITALS	5	50000
	PHC	58	2158000
	SUB DIVISIONAL HOSPITAL	361	61716612
<b>KALIMPONG Total</b>		<b>568</b>	<b>76396112</b>
<b>MALDA</b>	BPHC	81	6766000
	MEDICAL COLLEGE	1397	197599430
	PHC	164	11462000
	RH	191	18733000
	SUB DIVISIONAL HOSPITAL	58	5932000
	UPHC	42	2157000
<b>MALDA Total</b>		<b>1933</b>	<b>242649430</b>
<b>UTTAR DINAJPUR</b>	BPHC	65	3307000
	MEDICAL COLLEGE	259	22307228
	PHC	70	2586500
	RH	192	13375500

	STATE GENERAL HOSPITAL	102	10470000
	SUB DIVISIONAL HOSPITAL	274	42747440
	UPHC	45	1755000
<b>UTTAR DINAJPUR Total</b>		<b>1007</b>	<b>96548668</b>
<b>Grand Total</b>		<b>13125</b>	<b>1735447780</b>

<b>BARDHAMAN ZONE</b>			
<b>HEALTH DISTRICT</b>	<b>TYPE OF FACILITY</b>	<b>EQUIPMENT</b>	<b>ASSET VALUE</b>
<b>BANKURA</b>	BPHC	397	27891000
	MEDICAL COLLEGE	1345	398866904
	PHC	259	8645000
	RH	190	12677000
	SUB DIVISIONAL HOSPITAL	245	44707000
	UPHC	40	2335000
<b>BANKURA Total</b>		<b>2476</b>	<b>495121904</b>
<b>BIRBHUM</b>	BPHC	146	6128000
	DISTRICT HOSPITAL	454	69616750
	PHC	140	4746000
	RH	73	5541000
	SUB DIVISIONAL HOSPITAL	214	30339000
	UPHC	36	1450000
<b>BIRBHUM Total</b>		<b>1063</b>	<b>117820750</b>
<b>BISHANPUR HD</b>	BPHC	171	9263000
	DISTRICT HOSPITAL	244	31990000
	PHC	61	1596000
	RH	31	1627000
	UPHC	6	320000
<b>BISHANPUR HD Total</b>		<b>513</b>	<b>44796000</b>
<b>HOOGHLY</b>	BPHC	205	9493000
	DISTRICT HOSPITAL	785	133046748
	PHC	130	4150000
	RH	350	41538400
	STATE GENERAL HOSPITAL	214	29044440
	SUB DIVISIONAL HOSPITAL	1014	166394999
	UPHC	230	16190000
<b>HOOGHLY Total</b>		<b>2928</b>	<b>399857587</b>
<b>JHARGRAM</b>	BPHC	55	1913000
	DISTRICT HOSPITAL	477	65114362
	PHC	119	3607000
	RH	124	10485000
	UPHC	9	390000

<b>JHARGRAM Total</b>		<b>784</b>	<b>81509362</b>
<b>NANDIGRAM HD</b>	BPHC	28	685000
	DISTRICT HOSPITAL	47	3530000
	PHC	84	2700000
	RH	134	7838000
	STATE GENERAL HOSPITAL	174	26877000
	SUB DIVISIONAL HOSPITAL	303	32679000
	UPHC	16	732000
<b>NANDIGRAM HD Total</b>		<b>786</b>	<b>75041000</b>
<b>PASCHIM BARDHAMAN</b>	BPHC	38	1725000
	DISTRICT HOSPITAL	579	65799243
	PHC	61	3280000
	RH	127	9075000
	SUB DIVISIONAL HOSPITAL	379	55995748
	UPHC	64	3946000
<b>PASCHIM BARDHAMAN Total</b>		<b>1248</b>	<b>139820991</b>
<b>PASCHIM MEDINIPUR</b>	BPHC	46	1579000
	MEDICAL COLLEGE	1939	215637000
	PHC	226	6840000
	RH	442	42550000
	SUB DIVISIONAL HOSPITAL	379	51935998
	UPHC	84	3790000
<b>PASCHIM MEDINIPUR Total</b>		<b>3116</b>	<b>322331998</b>
<b>PURBA BARDHAMAN</b>	BPHC	354	23480000
	MEDICAL COLLEGE	2593	584531939
	OTHER HOSPITALS	40	2968748
	PHC	108	2225000
	RH	179	13904000
	SUB DIVISIONAL HOSPITAL	503	66918000
	UPHC	56	3930000
<b>PURBA BARDHAMAN Total</b>		<b>3833</b>	<b>697957687</b>
<b>PURBA MEDINIPUR</b>	BPHC	28	801000
	DISTRICT HOSPITAL	474	75601355
	PHC	165	4672000
	RH	301	17500500
	SUB DIVISIONAL HOSPITAL	420	43231998
	UPHC	46	2136000
<b>PURBA MEDINIPUR Total</b>		<b>1434</b>	<b>143942853</b>
<b>PURULIA</b>	BPHC	340	18582000
	MEDICAL COLLEGE	549	76348998
	OTHER HOSPITALS	7	85000
	PHC	186	5986500
	RH	171	8533000

	SUB DIVISIONAL HOSPITAL	105	18035000
	UPHC	8	565000
<b>PURULIA Total</b>		<b>1366</b>	<b>128135498</b>
<b>RAMPURHAT HD</b>	BPHC	159	10212000
	MEDICAL COLLEGE	459	45548499
	PHC	74	1781000
	RH	45	4275000
	UPHC	7	435000
<b>RAMPURHAT HD Total</b>		<b>744</b>	<b>62251499</b>
<b>Grand Total</b>		<b>20291</b>	<b>2708587129</b>