



## Notice Inviting e-Tender

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

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

**Supply and Commissioning of different medical equipment for Critical Care Block(CCB)**  
**project(Item category-Type B)**  
(Submission of Bid through *online*)

**Bid Reference No.: WBMSCL/NIT-176/2023**

**Dated-18.04.2023**

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

Sd/-  
Managing Director,

**Table for Important Dates**

Sl.	Items	Date(s)
1.	Date of uploading of N.I.T. Documents (online) / Date of Issue / Published on	21.04.2023
2.	Documents download start date (Online)	21.04.2023
3.	Date of <b>Pre Bid Meeting</b> with the intending Tenderers in the Conference Hall of <b>West Bengal Medical Services Corporation Limited</b>	25.04.2023 at 11:30 AM
4.	Bid submission start date (On line)	04.05.2023
5.	<p><b>Bid submission closing (On line)</b>  Bid submission includes:  i) Non statutory documents to be submitted under <u>My Space</u>  (Each sub-category item should be in multiple page single PDF file)  ii) BID – A (Should be in multiple page single PDF file)  iii) BID – B (Should be in multiple page single PDF file)  iv) BID – C (BOQ and price of consumables &amp; spares etc.)</p> <p><b>Detailed list of documents annexed at Section V Check-List Form</b></p> <p>Non-statutory document (document uploaded in <u>My Space</u>), Bid – A &amp; Bid – B constitute the technical bid and Bid – C is the financial bid.</p> <p><i>Any wrong or misleading information provided by the Tenderer during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in WBMSCL for at least 5 years.</i></p> <p><b>Each scanned documents should have an index page indicating the name of the documents enclosed with page number.</b></p>	11.05.2023 up to 05:00 PM
6.	Bid opening date for Technical Proposals ( <b>Online</b> ) (Bid A & B)	11.05.2023 after 05:00 PM
7.	Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the technical bid evaluation	To be notified later
8.	Functional demonstration of the equipment	To be notified later
9.	Submission of non-statutory wanting document (if any)	To be notified later
10.	Opening of Financial Bid ( <b>Online</b> )	To be notified later

# Section I: Instructions to Tenderers

## A. Important information at a glance

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

### 1. Tender Schedule Details

Schedule	ITEM	QTY	Warranty
I	OT Table	14	2 Years
II	OT Light	14	
III	Surgical Diathermy	8	
IV	Blood Fluid Warmer	2	
V	Instrument Set	8	
VI	Portable X-Ray	2	

### 2. Tender Fees : Exempted

### 3. Earnest Money Deposit (EMD) (E)

Schedule	ITEM	AMOUNT IN INR	INSTRUMENT
I	OT Table	4,50,000.00	(Online)
II	OT Light	1,50,000.00	
III	Surgical Diathermy	1,60,000.00	
IV	Blood Fluid Warmer	10,000.00	
V	Instrument Set	1,00,000.00	
VI	Portable X-Ray	30,000.00	

### 4. Annual Turnover requirements: (E)

The Tenderers should have annual sales turnover (i.e. total turnover of the company) of minimum on an average of last three financial years (2019-20, 2020-2021 & 2021-22) as per the Audited Accounts of the Organization as mentioned in the table below:

Schedule	ITEM	Annual Turnover in Crore Rs.
I	OT Table	3.0 Crore
II	OT Light	3.0 Crore
III	Surgical Diathermy	3.0 Crore
IV	Blood Fluid Warmer	3.0 Crore
V	Instrument Set	3.0 Crore

VI	Portable X-Ray	3.0 Crore
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5. (a) Time for Supplies & Commissioning of work from the date of issuance of Award of Contract

Schedule	ITEM	Time
I	OT Table	45 Days
II	OT Light	
III	Surgical Diathermy	
IV	Blood Fluid Warmer	
V	Instrument Set	
VI	Portable X-Ray	

(b) Payment Terms

**I. General Terms**

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

**II. Payment terms for Manufacturer/Indian Distributor**

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

**Note:**

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

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

6. **Performance Security (PS)**

(In the form of unconditional and irrevocable Bank Guarantee)

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

7. **Who can Bid (E)**

a) Manufacturing Company or its subsidiary in India.  
Or

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

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

**8. Service Up time in Warranty & CMC**

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

The response time to any fault should be not more than 6 hrs after call is logged.

Call Log by E-mail/Fax.

Time for rectification should not be more than 48 hours

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

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

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

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

**10. Experience and Technical Capacity (E)**

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

The bidders / manufacturers should have installed & provided after sales services of the equipments of any model of the same make of at least 10% of the tender quantity for last 2 years at Govt. or Private Hospitals in India.

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

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

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

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

Bidders should upload valid registration certificate / document issued by Government authority in support, if aforesaid exemption has been applied for. Any bid without EMD is

liable to be cancelled, if requisite document in support of availing such exemption(s) is not submitted.

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

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

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

**Note 3: Service Centers**

- Preferably in three locations at Kolkata, Siliguri and Durgapur

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

### **13. General Instructions**

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

## B. General

### 14. Scope of Bid

- 14.1 The type of goods and related services to be purchased is: **Supply and Commissioning of different medical equipment for Critical Care Block(CCB) project(Item category-Type B)** as per the Schedule of Requirements.

### 15. Source of Funds

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

### 16. Fraud and Corruption

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

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

#### **17. Eligible Tenderers**

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

#### **18. Eligible goods and related services**

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



## C. Contents of Bidding Documents

### 19. Sections of Bidding Documents

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

### 20. Clarification of Bid Document

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

### 21. Amendment of Bid Document

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

## D. Preparation of Bids

### 22. Tenderers are to prepare and submit the following:

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

Details are given in "Submission and Opening of Bids"

### 23. Cost of Bidding

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

**24. Language of Bid**

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

**25. Alternative Bids**

Alternative Bids will not be accepted.

**26. Bid Prices**

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

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

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

**27. Currencies of Bid**

1) The Tenderer shall quote in INR only.

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

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

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

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

**30. Period of validity of Bids**

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

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

**31. Period of validity of the bid price:**

The bid price shall remain valid for a period of **2 (Two) years** from the date of opening of the financial bid.

**32. Earnest Money Deposit (EMD):**

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

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

- 32.3 The EMD of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the Performance Security pursuant to Instructions to Tenderers
- 32.4 The EMD may be forfeited:
- (a) if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer on the Bid Submission Form, except as provided in Instructions to Tenderers; or
  - (b) if the successful Tenderer fails to:
    - (i) sign the Contract in accordance with Instructions to Tenderers;
    - (ii) furnish a Performance Security in accordance with Instructions to Tenderers ;
- 33. Signing of Bid** – The bid document should be digitally signed and uploaded on the E-tender portal.
- 34. Withdrawal, Substitution and Modification of Bids**
- 34.1 The bid once submitted cannot be withdrawn but prior to the deadline prescribed for submission of bids, a Tenderer may substitute, or modify its Bid after it has been submitted.
- 34.2 The objective of this bid is to ensure supply of best quality equipment at the most competitive price. If at any stage of the bidding, including at the stage of financial evaluation, it appears that the tendered rate is artificially hiked or is much lower compared to the prevailing market price and available rates of similar or identical composition with the government, WBMSCL reserves the right to cancel the bids.
- 35. Confidentiality**
- Any effort by a Tenderer to influence WBMSCL in the examination, evaluation, comparison of the bids or contract award decisions may result in the rejection of its Bid.
- Notwithstanding Instructions to Tenderers from the time of bid opening to the time of Contract Award, if any Tenderer wishes to contact WBMSCL on any matter related to the bidding process, it should do so in writing.

## E. Submission and Opening of Bids

36. The following are to be submitted:

**i) Non statutory documents to be submitted under My Document**

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

**Guidelines for uploading documents in My Document:**

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	a) PAN Card b) 15 – digit Goods and Services Taxpayer Identification Number (GSTIN)
2	CREDENTIAL	CREDENTIAL	Performance Statement Form (For the period of last three calendar years ending December 2022) - Form 7 of Section V 1. Submitted document should be supported with Work order / supply order copy 2. Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility) against the work order  OR  Proof of payment against supply and installation against the work order  that the bidder have supplied medical equipment in Hospitals in India during the last 3 (three) calendar Years
3	DECLARATION	DECLARATION1	Income Tax returns for assessment year (2019-20, 2020-21, 2021-22)
		DECLARATION2	Tender Form as per Form 1
4	EQUIPMENT	MACHINERIES	Manufacturer's Authorization (If applicable) as per Form 5 of Section V

**(ii) Statutory Documents**

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

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

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

1	Model of the equipment offered for <b>(Self Declaration)</b> with Technical Data Sheet
2	Comparative Data Table of the Technical Specifications (Form No. 4 of Section V)
3	1 set of Brochure of the offered product / model.

4	Standard & safety certification (European CE ( 4 digit notified body) / US FDA approved / BIS/UK Cert)
5	Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any]
6	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2019-20, 2020-21 and 2021-2022) (in INR) - to be certified by practicing Chartered Accountant as per format given in <b>FORM 9</b>
7	<b>Form 10:</b> Declaration of Quality Certification of Equipment (as applicable)
8	<b>Form 12:</b> Basic information Form

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

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

BOQ shall contain the financial quotes in respect of

- (a) **Base Price of Equipment (BP):** includes value of goods, accessories & ancillaries, freight charges, installation, commissioning, end user training as many number of times as required during the period of warranty and any other charges as applicable excluding GST. Applicable GST will be paid as extra.
- (b) Cost of Consumable items which would likely to be procured in staggered manner or as per requirement of the end user for atleast 13 years.

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

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

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

**i. Comprehensive Maintenance Contract (CMC):** The selected bidder shall enter into CMC after expiry of warranty and CMC should include the following:

- The equipment including all other accessories, ancillaries in the specifications of the equipment including UPS, UPS Battery, AC machines and furniture etc.
- Bidders must enter in to the CMC with WBMSCL directly / third party as authorized by H&FW Dept/ WBMSCL etc. Bidder must accept the same CMC rate, if the CMC is offered by the third party/WBMSCL then no escalation, no extra cost will be provided. If any bidder failed to execute the CMC with WBMSCL or third party (as authorized by WBMSCL or H&FW Department), WBMSCL may initiate legal action against the selected bidder. The selected bidder may be debarred to participate in the future tender
- The execution of CMC of any equipment will be at sole discretion of the WBMSCL management.
- As per tender terms and condition third party items must be included within the CMC rate.
- **Breakdown Calls:** as many numbers as may be required to attend to resolve the complaint lodged by the end-users.
- **Preventive Maintenance:** The selected bidder should attend periodic planned preventive maintenances in the following manner:

Equipments	Mandatory preventive Maintenance Service (PMS) visit per year		Remarks
	Warranty	CMC	

Equipments	Mandatory preventive Maintenance Service (PMS) visit per year		Remarks
	Warranty	CMC	
OT Table	2	2	1. Supplier/ authorised service provider must attend all breakdown calls during warranty / CMC period. 2. The supplier should provide Preventive Maintenance Services (PMS) yearly / bi - yearly / quarterly in equal interval to fulfill the minimum number of mandatory PMS as recommended in the previous column during warranty / CMC period. 3. The preventive maintenance includes testing & calibration as per technical / service / operational manual, spares, all software updates and labour.
OT Light	2	2	
Surgical Diathermy	4	4	
Blood Fluid Warmer	2	2	
Instrument Set	2	2	
Portable X-Ray	3	3	

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

ITEM	CMC charges in percent age(%) for Year1	CMC charge s in percent age(%) for Year2	CMC charges in percent age(%) for Year3	CMC charge s in percent age(%) for Year4	CMC charge s in percent age(%) for Year5	CMC charge s in percent age(%) for Year6	CMC charge s in percent age(%) for Year7	CMC charge s in percent age(%) for Year8	CMC charge s in percent age(%) for Year9	CMC charge s in percent age(%) for Year10
OT Table	3.0	3.25	3.50	3.75	4.0	4.25	4.50	4.75	5.0	5.25
OT										

Light										
Surgical Diathermy										
Blood Fluid Warmer										
Instrument Set (CMC Not required)										
Portable X-Ray										

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

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

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

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

- Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 10 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
- The bidder has to provide full support including turnkey work and 3<sup>rd</sup> party items after the end-of-life of the equipment up to 3 years. If bidder cannot manage to provide the spare parts, then CMC value in monetary terms must be discontinued and CMC may be refund prodata basis.
- If at any time it is found that the agency has been selected by quoting the same make & model of the equipment in the bid of any organization under Central/State govt. and continue their CMC support 10 years after the installation, then bidder has to extend the same service to WBMSCL for procuring the same machine before the Award of Contract issued in the present case. May be the age of the equipment supplied to WBMSCL more than (10+3) or 13 years.

**N.B.**

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

## F. Evaluation and Comparison of Bids

### 37. Evaluation of Bids

#### (A) Technical Evaluation

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

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

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

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

**A bidder will be considered technically qualified if,**

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

#### B. Financial Evaluation

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

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

### 38. Responsiveness of Bids

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

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

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

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



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

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

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

**39. Examination of Terms and Conditions and Technical Evaluation**

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

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

**40. Domestic Preference**

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

**41. Financial evaluation**

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

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

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

## G. Award of Contract

### 42. Award Criteria

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

### 43. WBMSCL's right to vary quantities

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

### 44. Publication of Award of Contract

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

### 45. Signing of Contract

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

### 46. Performance Security

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

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

## Section II. General Conditions of Contract

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

### 1.

#### **APPLICATION AND LEGAL STATUS OF THE PARTIES:**

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

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

#### 1.1

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

### 2.

#### **DEFINITIONS:**

#### 2.1

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

#### 2.2

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

### 3.

#### **CONTRACT PRICE;**

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

## 4.

4.1

### PACKAGING OF THE GOODS:

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

## 5.

### TRANSPORTATION AND FREIGHT:

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

## 6.

### DELIVERY OF GOODS:

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

## 7.

### INSPECTION OF THE GOODS:

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

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

## 8. ACCEPTANCE OF GOODS:

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

## 9. REJECTION OF GOODS:

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

## 10. TITLE:

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

## 11. PERFORMANCE SECURITY:

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

## 12.

### WARRANTIES:

#### 12.1

##### **Goods Warranties:**

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

##### 12.1.1

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

##### 12.1.2

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

##### 12.1.3

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

##### 12.1.4

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

##### 12.1.5

Unless otherwise indicated in the Technical Specifications, this warranty shall remain valid for 2 (two) years after the Goods have been commissioned at the final destination indicated in the Contract subject to issue of certificate regarding date of commissioning issued by the consignee.

##### 12.1.6

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

##### 12.1.7

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

##### 12.1.8

The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods and services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

##### 12.1.9

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

##### 12.1.10

The supplier shall visit each installation site as recommended in the manufacturer's technical/ service operational manual, but **at least once in three months** during the warranty period for preventive maintenance.

##### 12.1.11

The Goods shall be new and unused. The SECOND PARTY shall remain responsive to the needs of FIRST PARTY for any services that may be required in connection with any of the SECOND PARTY's warranties under the Contract. All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by the Consignee in accordance with the Contract. During any period in which the

SECOND PARTY's warranties are effective, upon notice by FIRST PARTY that the Goods do not conform to the requirements of the Contract, the SECOND PARTY shall replace the defective Goods with Goods of the same or better quality or fully reimburse FIRST PARTY for the purchase price paid for the defective Goods; and if having been notified by any means, the SECOND PARTY fails to replace the defective Goods within 30 days, FIRST PARTY may proceed to take such remedial action as may be necessary, at the SECOND PARTY's risk and expense and without prejudice to any other rights which FIRST PARTY may have against the SECOND PARTY under the Contract. The reasonableness of the period of time granted for remedy is subject to the discretion of FIRST PARTY according to the circumstances of the Contract.

### **13. INDEMNIFICATION:**

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

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

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

### **14. LIQUIDATED DAMAGES:**

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

### **15. BLACKLISTING:**

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

### **16. PENALTY FOR DEFAULT:**

In case of failure by the Tenderer to perform according to this Contract to keep Service Up time in Warranty & CMC of all of the Goods, the Company may

exercise one or several of the penal provisions as per table – 8, Service Up time in Warranty & CMC at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.

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

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

## 17. CHANGES IN QUANTITY:

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

## 18. TERMINATION FOR CONVENIENCE:

- 18.1. FIRST PARTY may, upon notice to the Tenderer, terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall state that termination is for FIRST PARTY's convenience, the extent to which performance of the SECOND PARTY under the Contract is terminated and the date upon which such termination becomes effective.

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

## 19. TERMINATION FOR DEFAULT:



- 19.1 FIRST PARTY, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the SECOND PARTY, may terminate the Contract, in whole or in part if:
- 19.1.1 The SECOND PARTY fails to deliver any or all of the Goods within the period specified in the Contract;
- 19.1.2 The SECOND PARTY fails to perform any other obligation under the Contract;
- 19.1.3 The SECOND PARTY, in the judgment of FIRST PARTY, has engaged in fraud and corruption, in competing for or in executing the present Contract;
- 19.1.4 The SECOND PARTY attempts to offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of FIRST PARTY or any organization of Health & Family Welfare Department, Government of West Bengal;
- 19.1.5 The SECOND PARTY is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
- 19.1.6 FIRST PARTY reasonably determines that the SECOND PARTY has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the SECOND PARTY to perform any of its obligations under the Contract.
- 19.1.7 Non-compliance of all statutory norms and applicable laws relating to the said contract will entitle FIRST PARTY to terminate the contract.
- 19.2 Upon occurrence of one or more of the events specified above, FIRST PARTY shall follow the procedure of issuing notice or show cause specifying the time frame and on being not satisfied with the explanation, be entitled to terminate the Contract immediately. The decision of FIRST PARTY shall be final and binding on the Tenderer.

## **20. CONSEQUENCES OF TERMINATION:**

- 20.1. In the event of any termination of the Contract, upon receipt of notice of termination by FIRST PARTY, the SECOND PARTY shall, except as may be directed by FIRST PARTY in the notice of termination or otherwise in writing:
- 20.1.1 Take immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, including, but not limited to, fulfilling any outstanding orders for Goods under the Contract and in doing so, reduce expenses to a minimum;
- 20.1.2 Place no further orders for Goods or other materials, except as FIRST PARTY and the SECOND PARTY agree in writing are necessary to fulfil any outstanding order or to complete any portion of the Contract that has not been terminated;
- 20.1.3 Transfer title and deliver to FIRST PARTY any Goods remaining to be delivered as stipulated in the notice of termination; and
- 20.1.4 Take any other action that may be necessary or that FIRST PARTY may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the SECOND PARTY and in which FIRST PARTY has or may be reasonably expected to acquire an interest.
- 20.2. In the event of any termination of the Contract, FIRST PARTY shall not be liable to pay the SECOND PARTY except for those Goods delivered to FIRST PARTY in accordance with the requirements of the Contract, but only if such Goods were ordered, requested or otherwise provided prior to the SECOND PARTY's receipt of notice of termination from FIRST PARTY.

## **21. CONFIDENTIALITY:**

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

## **22. FORCE MAJEURE:**

- 22.1 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, flood, earthquake or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the SECOND PARTY. The SECOND PARTY acknowledges and agrees that, with respect to any obligation under the contract that the SECOND PARTY must perform, any delays or failure to perform such obligation arising from or relating to harsh conditions within such areas shall not, in and of itself, constitute Force majeure under the contract. Further, the SECOND PARTY acknowledges and agrees that scarcity of raw materials, power cut, workers' unrest (even if wide spread) will not constitute force majeure under the contract.
- 22.2 In the event of and as soon as possible after the occurrence of any cause constituting Force majeure, the SECOND PARTY shall give notice and full particulars in writing to FIRST PARTY, of such occurrence or cause if the SECOND PARTY is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the contract. The SECOND PARTY shall also notify FIRST PARTY of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the contract. Not more than fifteen (15) days following the provision of such notice of Force majeure or other changes in conditions or occurrence, the SECOND PARTY shall also submit a statement to FIRST PARTY of estimated expenditure that will likely be incurred for the duration of the change in condition or the event. On receipt of notice or notices required hereunder, FIRST PARTY shall take such action as it considers, in its sole

desertion, to be appropriate or necessary in the circumstances, including the granting to the SECOND PARTY of a reasonable extension of time in which to perform any obligations under the contract.

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

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

## **23. SOURCE OF INSTRUCTIONS:**

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

## **24. BENEFITS, CORRUPTION AND FRAUD:**

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

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

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

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

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

## **26.**

### **ASSIGNMENT:**

26.1

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

26.2

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

26.2.1

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

26.2.2

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

26.2.3

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

26.3

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

## **27.**

### **AMICABLE SETTLEMENT:**

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

## **28.**

### **ARBITRATION:**

28.1

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

28.2

Pending the submission of and / or decision on a dispute, difference or claim, or until the arbitral award is published, the party shall continue to perform all of

their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

**29.**

**COURT OF LAW:**

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

**30.**

**QUALITY OF EQUIPMENT:**

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

30.1

**Certification Clause:**

The quoted model should be USFDA or European CE(4 digit) or BIS or UK Cert certified for the country of manufacturer for which the bid will be submitted by the bidder[The product quoted by the bidder must be supported by certification(acceptable) of the country of origin and moreover the product should not be quoted by the bidder which has mismatch certification with any Other country]

## **Section III. Special Conditions of Contract**

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

SCC -1	GCC - 6	<p><b>Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement</b></p> <p>However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary.</p> <p><b>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:</b></p> <p><b>I. For Goods supplied from abroad :</b></p> <p><b>(A)</b> Upon shipment, within 24 hours the SECOND PARTY shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the SECOND PARTY shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The SECOND PARTY shall first fax the above details and then send to the Purchaser, by courier, two sets of documents comprising one original and one copy of the following:</p> <p>(i) Commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the <b>Department of Health and Family Welfare, Government of West Bengal</b>; the Contract number, Goods description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</p> <p>(ii) Negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the <b>Department of Health and Family Welfare, Government of West Bengal</b> and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;</p> <p>(iii) Packing list identifying contents of each package;</p> <p>(iv) Manufacturer's Warranty Certificate covering all items supplied;</p> <p>(v) Manufacturer's Certificate of Origin covering all items supplied;</p> <p>(vi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies;</p> <p>(vii) Manufacturer will submit a pre-shipment advisory note to purchaser &amp; consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee;</p>
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		<p>(viii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC).</p> <p>The above documents shall be received by the 'Purchaser' at least 15 days before arrival of Goods at the port or place of arrival and, if not received, the SECOND PARTY will be responsible for any consequent expenses.</p> <p><b>II. For Goods from within India</b></p> <p>(A) Upon the delivery of the Goods, the SECOND PARTY shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising one original and one copy of the following:</p> <p>(i) Commercial invoice, indicating the <b>West Bengal Medical Services Corporation Limited</b> as the Purchaser on behalf of the <b>Department of Health and Family Welfare, Government of West Bengal</b>, the Contract number, loan number; Goods' description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</p> <p>(ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Purchaser as the <b>West Bengal Medical Services Corporation Limited</b> on behalf of the <b>West Bengal Medical Services Corporation Limited</b> and delivery through to final destination as stated in the Contract;</p> <p>(iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC);</p> <p>(iv) Packing list identifying contents of each package;</p> <p>(v) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied;</p> <p>(vi) Manufacturer will submit a pre-shipment advisory note to purchaser &amp; consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee.</p>
SCC -2	GCC - 30	<p><b>Add clause 30- Payment Terms -</b></p> <p>As per table 5 (b) Payment Terms at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.</p>

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



## Section IV. Schedule of Requirements

### Contents

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

# 1. List of Consignee

Schedule	ITEM	Total Quantity (in number)	Consignee List
I	OT Table	14	To be notified later
II	OT Light	14	
III	Surgical Diathermy	8	
IV	Blood Fluid Warmer	2	
V	Instrument Set	8	
VI	Portable X-Ray	2	

**Please note:**

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

## 2. TECHNICAL SPECIFICATION

### Schedule-I

#### OT Table

Technical Specifications	
	General features
1.	The quoted system should be based on electro hydraulic technology.
2.	The table should either be eccentric or with central column. The tables with central column should allow sufficient motorized slide of at least 300 mm to permit full upper body imaging including the pelvis without having to move the patient (transitional facility controlled by remote)
3.	The table should be sturdy, mobile with padded (split leg) foot section
4.	All tables sections except the section attached to the pillar should be quickly detachable using easy latch mechanism to suit all surgical needs.
5.	Base cover is made of chemical-resistant, C-ARM compatible, impact-resistant ABS plastic / SS304 with Radiolucent and dent free which is not easily dented by falling objects
6.	The central column casing shrouds, joint plates, side rails and screws are made of stainless steel which is easy to clean and resist chemicals and disinfectants commonly used in the O.R
7.	All metal components of the table should be made up of corrosion resistant aluminum or stainless steel alloys.
8.	The table should have four swivel castors with central electric/ hydraulic locking through hand held controller for easy maneuverability. It should have self-leveling floor locks.
9.	All the attachments and the positioning accessories should be from the same manufacturer
10.	Electro-hydraulic system provides adjustment of height, Trendelenburg / Reverse Trendelenburg, lateral tilt, back section, flex, reflex angles, floor lock, auto-leveling and sliding.
11.	Provision for Lithotomy position should be available with all safety features.
12.	Head section, leg sections and extra shoulder section (C600E models) can be adjusted, attached or removed manually.
13.	Safety
12.1	There should be auxillary / override control system with clear action indications for emergency cases. The system is designed to cut off power to the hand control software after 70 seconds of inactivity to prevent accidental table movements

12.2	Should have safe patient weight load capacity of equal to or more than 150 kg in all table positions. The STATIC patient weight capacity should be 250 Kg or more
12.3	The quoted equipment should be European CE (4 digit)/ USFDA / UK Cert / BIS
14.	<b>Table top and mattress</b>
13.1	The table top should be made up of scratch-less X-Ray/C-arm translucent material.
13.2	Mattress should be double layered, more than 60 cm and should be easy to detach from the top
13.3	The mattress should be easy to clean
13.4	The mattress should be latex and CFC free and 100% hygienic
14	Power and Controls
14.1	The table should be equipped with a completely independent electronic back up drive unit operated through the override panel in case of failure of Main drive.
14.2	Fully charged battery should be sufficient for weekly operative schedule i.e. approximately for 80 operations.
14.3	The central column /base and handheld controller should indicate the charging status and table battery status.(optional)
14.4	All table positions like height, lateral tilt, kidney position, Trendelenburg and reverse Trendelenburg and flex/reflex and zero leveling should be obtainable using remote hand held controller without moving the patient.
14.5	Should have automatic 0 position switch on handheld controller.
15	Technical Specification: All Parameters should be within allowed $\pm 5\%$ variation limits:
	Overall length: 200-210 cm.
	Max. Width : Min. 500- 550mm (With side rails)
	Minimum height: 650mm -700 mm
	Maximum height: 1050mm - 1100 mm
	Side Tilt: 20 degree or more.
	Trendelenburg: 30 degree or more
	Anti-Trendelenburg : 30 degree or more.
	Back Plate Up/Down should be motorized : +80 degree/-50 degree
	Shoulder section Up/Down : +40 degree/-50 degree
	Leg Plate Up/Down : +20 degree / -90 degree

	Motorized Longitudinal slide on head side : 300 mm
	Carbon fiber kidney elevator of 120 MM (External and compatible)
	Patient weight bearing capacity in all articulations including sliding : more than 250 kg
16	<b>PREDEFINED POSITION</b>
	Flex : 230 degree
	Reflex : 100 degree
	Zero position : Yes
	Power input to be 220-240Vac, 50HZ fitted with Indian plug
	All technical specification accepted in compliance statement must be supported by the printed literature from the manufacturer.
17	<b>Accessories :-</b>
17.1	<b>Should be supplied with following standard Accessories:</b>
	Anesthesia screen and pair of padded Armrest with clamps.
	Pair of leg plates with padding
	Body strap
	Head rest
	Upper back plate / Shoulder plate

## Schedule-II

OT Lights	
1	Ceiling suspended high quality Operation Theatre lights with very high lumens. Twin mounted O.T. lights with each Ceiling Suspension LED Lights with Constant Voltage Transformer, Battery Back-up and UPS.
2	The Light with Double Dome, Micro lens with light heads sealed, smooth extremely flat aero – dynamic design and disinfectant-resistant powder coat paint that ensures minimal disturbance to the laminar flow.
3	(>140,000+>100,000LUX) with field size 25 cm to 30 cm (variable)
4	The Cool light, homogeneous, colour-true and cast shadow free light with two step interference filtering.
5	Optimum lighting conditions, even with extremely deep wounds.
6	Double fork system in order to ensure easy manoeuvrability.
7	Bulb replacement system from top, thus ensuring easy accessibility and higher hygiene standard.
8	IEC norms and international safety standards.
9	Micro Lenses (Light Guides) that produce a uniform cascade i.e. numerous focal points arranged in different, vertical spatial planes. Thus, distinctly more light is directed to every point of the illuminated surgical site – whether large or small, deep or shallow.
10	Provides homogeneous light distribution with optimized in depth illumination. Thus the light does not need to be re-positioned even when the surgeon probes deeper into the surgical site.

11	Free of cast shadows. This will be possible through micro-lens light system that reduces shadow build-up. The light from micro lens sources in the light head should stream from both the middle and from the side, thus illuminating the entire light field so that any obscuration of one lighting system is compensated by the other, unobscured systems.
12	Mechanically the Extension Arms & Spring Arms should be rectangular in Construction giving Maximum stability.
13	to be supplied with spare handles and bulbs
14	<b>POWER SUPPLY</b>
15	Power input to be 220 -240 V AC, 50 Hz.
16	<b>STANDARDS, SAFETY AND TRAINING</b>
17	Should be European CE( 4 digit notified body ) or US FDA or UK Cert or BIS approved product.
18	Manufacturer should have ISO certification for quality standards.
19	On Site Comprehensive training for staff and support services till customer satisfaction with the system.
20	<b>DOCUMENTATION</b>
21	User/Technical/Maintenance manuals to be supplied in the English.
22	Certificate of calibration and inspection.

### Schedule-III Surgical Diathermy

Parameter / Feature	Threshold Limit / Range
Monopolar outputs low cut for delicate tissue maximum power in watt	300
Monopolar outputs pure cut for clean, precise cut maximum power in watt	200
Monopolar outputs blend mode for cutting maximum power in watt	200
Three coagulation modes maximum power in watt	120
Two/Three Bipolar mode power in watt	70 or more
Tropicalization operating temperature in degree centigrade	UPTO 40

RF leakage current in mA	150 or less
<b>MUST HAVE SPECIFICATION</b>	
<b>Parameter / Feature</b>	<b>Yes / No</b>
Microcontroller based isolated electrosurgical generator having both monopolar and bipolar outputs	
Smart generator should be able to monitor changes in tissue impedance continuously and adjust power	
Three coagulation modes desiccate mode, fulgurate mode, spray mode	
Two/Three bipolar modes precise mode, standard mode, macro mode	
Patient plate monitoring facility and should give audiovisual alarm	
Deactivate output if contact between patient and patient plate	
Two hand switching and two footswitch monopolar output and one of both bipolar output	
Membrane keyboard/touch screen for power setting	
Individual digital display of power for bipolar monopolar cut and monopolar coagulation	
Power adjustable up to 5% or 5 w whichever is greater	
Foot switch-2 nos., Diathermy trolley	
<b>Electrical Safety and Quality Certification</b>	
European CE( 4 digit notified body ) or US FDA or UK Cert or BIS approved	

## **Schedule-IV**

### **Blood Fluid warmer**

1. Flow Rates should be maximum 1500 ml/ hour
2. Should have temperature prefixed at 37 Degree Temperature
3. Should be easily transportable
4. Should able to attach to I V pole and standard electrical sockets
5. Should use dry heat technology/ multichannel counter current heat exchanger/ equivalent technology
6. Should have audible and visual alarms for Temperature
7. Should have automatic cutoff for set temperature
8. Should be easy to use and to clean
9. Calibration certificate should be issued during the installation

10. 5 disposable adult and 1 no. of pediatric warming sets should be supplied along with each machine
11. Warm up time should be less than 60 seconds
12. If available- Consumables with built in filter should be provide.
13. It should be US FDA or CE ("Conformite Europeene") from European Union notified body having 4 digit identification number approved or UK Cert or BIS (Certificate to be submitted).

## **Schedule-V**

### **Instrument Set**

#### **A. Laparotomy Set**

Sl. No	Name of the Instrument	Qty.
1.	Kidney Tray Large	6
2.	Ss Bowl	12
3.	Towel Clip	1
4.	Bp Handle No. 7	2
5.	Suction Tip 2mm	3
6.	Suction Tip 5mm	3
7.	Yankaur Suction Tip 10 Mm-31 Cm	3
8.	Ss Scale	3
9.	Dissecting Tooth Forcep 16 Cm	6
10.	Adson Tooth Forcep 12 Cm	6
11.	Adson Plain Forcep 15 Cm	6
12.	Dissecting Plain Forcep 18 Cm	6
13.	Dissecting Plain Forcep Fine Tip 15 Cm	6
14.	Dissecting Plain Forcep 23 Cm	6
15.	Dissecting Plain Forcep 30 Cm	4
16.	DebakeyForcep 20 Cm	6
17.	Mosquito Artery ForcepCvd 12 Cm	12
18.	Mosquito Artery ForcepCvd 14 Cm	18
19.	Mosquito Artery Forcep St. 12 Cm	11
20.	Mosquito Artery Forcep St. 14 Cm	18



21.	Artery ForcepCvd 16 Cm	18
22.	Artery Forcep Fine Cvd 18 Cm	18
23.	Artery Forcep Fine Cvd 19 Cm	24
24.	Artery Forcep Heavy Cvd 20 Cm	10
25.	Allis Forcep 15 Cm	12
26.	Allis Forcep 20 Cm	2
27.	Babcock Forcep 18 Cm	4
28.	Babcock Forcep 20 Cm	4
29.	Kochers Clamp Cvd 20 Cm	6
30.	Kochers Clamp St. 20 Cm	6
31.	Metz Scissor 20 Cm (1 Golden Handle )	2
32.	Metz Scissor 15 Cm	2
33.	Metz Scissor Heavy Tip 19 Cm	2
34.	Mayo Scissor St. 17 Cm	3
35.	Mayo Scissor St. 19 Cm	3
36.	Needle Holder 18 Cm Fine Tip	6
37.	Needle Holder 18 Cm Heavy	6
38.	Needle Holder 20 Cm	3
39.	Needle Holder 27 Cm	3
40.	Rider Needle Holder 20 Cm	3
41.	Intestinal Clamp Cvd (Atraumatic )	6
42.	Intestinal Clamp St. (Atraumatic )	6

**B. Retractor tray**

Sl. No	Name of the Instrument	Qty.
1.	Dever Retractor Small	8
2.	Dever Retractor Medium	11
3.	Dever Retractor Large	12
4.	Doens Retractor	2
5.	Skin Hook	8

6.	Lengan Bag Retractor M 47 Lengan Bag Retractor Small	4
7.	C Zerney Retractor	6
8.	Vein Retractor	9
9.	Mastoid Retractor	6
10.	Peristom Elevator	2
11.	Bowl Large	5
12.	Maliabie Copper Retractor S/M/L	6 EACH

### **C. Fine Vascular Tray**

<b>Sl. No</b>	<b>Name of the Instrument</b>	<b>Qty.</b>
1.	S.S Tray With Lid	1
2.	Pot"S Scissors (Forward ) 19 Cm Tc	1
3.	Rider Needle Holdre 18 Cm	1
4.	Fine Forceps Adsons 12 Cm	1
5.	Micro Scissors St 15 Cm	1
6.	Micro Scissors Cvd 15 Cm	1
7.	Castro Needle Holder 15 Cm St	1
8.	Castro Needle Holder 15 Cm Cvd	1
9.	B.P Handle 7 No	1

### **D. Vascular Tray**

<b>Sl. No</b>	<b>Name of the Instrument</b>	<b>Qty.</b>
1.	Aortic Clamp 27 Cm	2
2.	Cross Clamp 24 Cm	1
3.	Aortic Clamp 20 Cm	2
4.	Aortic Clamp 15 Cm	2
5.	Aortic Clamp 24 Cm	1
6.	Bulldog Clamp Curv 7 Cm	2
7.	Bulldog Clamp Curv 10 Cm	2
8.	Bulldog Clamp St. 8 Cm	2
9.	Bulldog Clamp St. 10 Cm	2

10.	Bulldog Clamp Angled 7 Cm	2
11.	Debakey Forcep 24 Cm	2
12.	Vein Retractor 23 Cm	2
13.	Needle Holder 27 Cm	1
14.	Potss Scissor	1
15.	Rider Needle Holder 20 Cm	1

#### **E. Instrument For Basic Surgical Procedures**

<b>Sl. No</b>	<b>Name of the Instrument</b>	<b>Qty.</b>
1.	Forster Sponge Holder 18 cms	118
2.	Bergmann sponge forceps 24cm	78
3.	Crile wood needle holder 15 cm	12
4.	Halsted Mosquito haemostatic forceps curved 12 cm	4
5.	Halsted Mosquito haemostatic forceps straight 12.5 cm	4
6.	Halsted Mosquito haemostatic forceps curved 14 cm	30
7.	Allis tissue grasping forceps 15.5 cm	2
8.	Babcock tissue grasping forceps 15.5 cm	2
9.	Backhaus towel clamps 13cm	448
10.	Kidney dish 170x100x35mm	60
11.	kidney dish 250x140x40 mm	36
12.	scalpel no 3	42
13.	scalpel no 4	42
14.	scalpel no 3 and 4	36
15.	scalpel no 7 k	24
16.	Metzenbaum dissecting scissor curved 11.5 cm	2
17.	Metzenbaum dissecting scissor curved 15.5 cm	2
18.	Metzenbaum -Nelson dissecting scissor 20.5 cm	2
19.	Mayo dissecting scissor straight 14.5 cm	2
20.	Dissecting forceps 14.5 cm	20
21.	Dissecting forceps 18 cm	36

22.	Adson dissecting forceps 15 cm	6
23.	Tissue forceps (single toothed )13cm	24
24.	Tissue forceps (multiple toothed )14.5 cm	4
25.	Tissue forceps (multiple toothed )18 cm	2
26.	Lister sinus forceps 16 cm	12
27.	Desjardins gall stone forceps 23 cm	1
28.	Bakes gall duct dilator tip size 1 to 13 mm complete set	1
29.	Gil-Vernet saddle hook 24 cm ,(breadth6mm)	4
30.	Gil-Vernet saddle hook 24 cm ,(breadth15mm)	4
31.	Langenbeck Mini retractor 16 cm (tip21x8mm )	72
32.	Langenbeck retractor 22 cm (tip 50x11mm )	32
33.	Langenbeck retractor 22.5 cm (tip 85x15mm )	24
34.	Harington retractor 32.5cm (tip137x44mm)	16
35.	Harington retractor 32.5cm (tip137x65mm)	30
36.	Deaver retractor 18cm (tip 19mm)	12
37.	Deaver retractor 30.5cm (tip 25mm)	15
38.	Deaver retractor 31.5cm (tip 50mm)	9
39.	Czerny retractor 17.2 cm	20
40.	Morris retractar 25cm,( blade 7x4 cm)	48
41.	Balfour -Standard abdominal retractor 20cm	6
42.	Jollself retaining retractor 15.5 cm 4	4
43.	Kelly dissecting and ligature forceps 18.5cm	28
44.	Kelly dissecting and ligature forceps 21.5cm	8
45.	S S Bowl 80x40mm	116
46.	S S Bowl 116x50mm	42
47.	S S Bowl 160x65mm	4
48.	S S Bowl 147x65mm	24
49.	S S Instrument tray 350x240x40mm	72
50.	S S Instrument tray 470x320x50mm	48
51.	Frazier Suction Cannula 19.5 cms, 5mm Dia	12

52.	Mayo Safety Pin 14 cms	24
53.	Rib Raspatory with Hollow Handle Right Curved	2
54.	Rib Raspatory with Hollow Handle Left Curved	2
55.	Rib Shear 23 cms Straight Tip	2
56.	GiertzStille Rib Shear 24.5 cms	2
57.	Sauerbruch Rib Shear 26 cms	2
58.	Wire Cutter 23 cms	2
59.	Fistula Probe with eye and maleable	2
60.	Varicose Vein Stripper	2
61.	Lockhart -Mummery fistula probe curved 16.5 cm	2
62.	Kelly Proctoscope 25x75mm	2
63.	Kelly Proctoscope 21x50mm	2
64.	Morgan self illuminating Proctoscope 17x65mm	1
65.	Rudd haemorrhoidal ligator 27.5cm	2
66.	Rings for haemoroidalligator ( packet)	1
67.	-Jackson Rectal biopsy Forceps	2
68.	Ives-Fansler Anoscope 22x80mm	2
69.	Haemorrhoidal ligator( with suction mechanism )	1
70.	Van Buren Urethral Sound 27 cm Complete set	1
71.	Hegar dilator all size ( one set ) 18.5 c m	1
72.	Guyon Catheter Introducer 40 cm	1
73.	Strauss penile clamp 12 cm	2
74.	Satterlee Amputation Saw 29cm	2
75.	Gigli wire with Saw handle wire length 50 cm	6
76.	Skin Hooks	16
77.	Dingman's mouth retractor (adult) complete frame including cheek retractor with tongue blades set	1
78.	Dingman's mouth retractor (pediatric) complete frame including cheek retractor with tongue blades set	1
79.	Jennings mouth gag 9 cms	1
80.	Doyen's mouth gag	1

81.	Ferguson's mouth gag	1
82.	Doyen's Retractor 24-26cm, blade 6-7 x 8-9cm	4
83.	Fritsch Retractor 24-26cm, blade 4.5-5.5 x 8-9cm	4
84.	Langenbeck retractor 22 cm (blade 6-7cm x2-2.5cm )	4
85.	Landon retractor, 19-21cm, blade 8-9 x 2-2.5cm	4
86.	Deaver retractor 30.5cm (tip 38mm)	1
87.	Lane Tissue Forceps 18-20cm	8
88.	Ligature Scissors, 15-18cm	8
89.	Skin hooks 16 cm / 6 and 2/8", sharp tip,	4
90.	Langenbeck Mini retractor 16 cm (tip12x6mm )	8
91.	Kocher Langenbeck 21.5cm /8 and 4/8", rectangular blade (80mm X16 mm, 55X11mm, 35X11mm)	12
92.	Frazier Suction Cannula 19.5 cms, 2mm Dia	4
93.	Cobbs dissector straight 15cm,22.5cm	4
94.	Cobbs dissector curved 15cm,22.5cm	4
95.	Charnley retractors	2
96.	S.S. Tray rectangular with lid 15x12 inch	12
97.	S.S. Tray rectangular with lid 10x12 inch	12
98.	S.S. Drums (Large) 15x12 In	12
99.	SS Drums 11x9 in	12
100.	Cheatle'sforcep	30
101.	Magill's forceps	6
102.	Female metal catheter no. 14	1
103.	female metal catheter no. 12	1
104.	uterine sound curved malleable 29-30 cms	1
105.	Sims bivalve speculum small	6
106.	Sims bivalve speculum medium	6
107.	Tubal seizing forceps 19-21 cm (8mm)	1
108.	Tubal seizing forceps 19-21 cm (10mm)	1
109.	Novak EB curette 24-25 cm	2

110.	Uterine curette(blunt &sharp double ended 28-29 cm) 8x5	2
111.	Uterine curette ( blunt & sharp double ended 28 - 29 cm) 10 x 7	2
112.	Uterine curette (blunt & sharp double ended 28 - 29 cm) 14 x 9	2
113.	Van doren cervical punch biopsy forceps with rachet	2
114.	Van uterine polyp forceps	1
115.	Ovum forceps 24-26 cm 8mm	1
116.	Ovum forceps 24-26 cm 10mm	1
117.	myoma screw with T handle 17 cm	1
118.	Leech wilnkinson cannula small	1
119.	Leech wilnkinson cannula medium	1
120.	Leech wilnkinson cannula large	1
121.	Auward vaginal spaculum with detachable weight 75x43x40 mm	1
122.	Sims uterine depressor double ended 24-26cm	6
123.	cusco's speculum medium	6
124.	cusco's speculum large	6
125.	Sommers uterine elevating forceps 23 cm	1

**F. List Of Instruments For Advanced Surgical Procedures**

Sl. No	Name of the Instrument	Qty.
1.	Derf Needle holder 12 cm	10
2.	Crile wood needle holder15 cm	10
3.	Mayo Hegar needle holder 18.5 cm	10
4.	DeBakey needle holder TC GOLD 18 cm	8
5.	Mayo Hegar needle holder TC GOLD16 cm	10
6.	Masson needle holder TC GOLD 26.5 cm	10
7.	Needle holder black handle	2
8.	Ryder -vascular needle holder TC Gold 17.5 cm	2
9.	Ryder -vascular needle holder TC Gold 12 cm	2
10.	Halsted Mosquito haemostatic forceps curved 12 cm	60
11.	Halsted Mosquito haemostatic forceps straight 12.5 cm	30

12.	Halsted Mosquito haemostatic forceps straight 14.5 cm	30
13.	Halsted Mosquito haemostatic forceps curved 14 cm	60
14.	Halsted Mosquito haemostatic forceps straight 18.5 cm	30
15.	Halsted Mosquito haemostatic forceps curved 18 cm	30
16.	Kocher haemostatic forceps straight 16cm	12
17.	Kocher haemostatic forceps curved 16cm	12
18.	Kocher haemostatic forceps straight 20.5cm	12
19.	Kocher haemostatic forceps curved 20.5cm	12
20.	Mixter baby haemostatic forceps 13cm	12
21.	mixter dissecting and ligature forceps 23 cm	12
22.	Lawrence dissecting and ligating forceps 28 cm	12
23.	Meeker dissecting forceps angled 28 cm	6
24.	Allis -Baby tissue grasping forceps 13 cm	24
25.	Allis tissue grasping forceps 15.5 cm	30
26.	Thomas Allis tissue grasping forceps 20.5 cm	48
27.	Babcock tissue grasping forceps 15.5 cm	12
28.	Babcock tissue grasping forceps 17.5 cm	12
29.	Babcock tissue grasping forceps 21 cm	12
30.	Metzenbaum dissecting scissor curved 15.5 cm	12
31.	Metzenbaum -Nelson dissecting scissor curved 20.5 cm	12
32.	Metzenbaum dissecting scissor straight 14.5 cm	6
33.	Metzenbaum TC GOLD dissecting scissor curved 14.5 cm	12
34.	Metzenbaum TC GOLD dissecting scissor curved 20.5 cm	12
35.	Metzenbaum -Fino TC GOLD dissecting scissor curved 14.5 cm	2
36.	Mayo dissecting scissor straight 14.5 cm	12
37.	Mayo dissecting scissor straight 17 cm	12
38.	Mayo -Stille dissecting scissor curved 15cm	12
39.	Mayo -Stille dissecting scissor curved 17cm	12
40.	Dissecting forceps 12 cm	12



41.	Dissecting forceps 14.5 cm	12
42.	Dissecting forceps 18 cm	12
43.	Adson dissecting forceps 15 cm	6
44.	Adson dissecting forceps 12 cm Tc Gold Non tooth	6
45.	Adson dissecting forceps TC GOLD 12 cm toothed	6
46.	Adson dissecting forceps TC GOLD 15cm Non tooth	6
47.	Waugh dissecting forceps 20 cm	6
48.	Potts -Smith dissecting forceps TC GOLD 16 cm	12
49.	Tissue forceps (single toothed )13cm	12
50.	Tissue forceps (single toothed )16 cm	12
51.	Tissue forceps (multiple toothed )12 cm	12
52.	Tissue forceps (multiple toothed )14.5 cm	12
53.	cushing dissecting forceps 17.5 cm	12
54.	singleytuttle tissue forceps 23 cm	6
55.	Tissue forceps (multiple toothed )18 cm	6
56.	micro tissue forceps 15.5,0.8 mm	6
57.	Graefe skin hook15 cm	8
58.	davidson scapula retracactor 19 cm	2
59.	Balfour -Standard abdominal retractor 20cm	3
60.	Satinsky vascular clamp15.5 cm	4
61.	Satinsky vascular clamp20 cm	4
62.	Satinsky vascular clamp 26cm	4
63.	Satinsky vascular clamp 28.5 cm	4
64.	Kelly dissecting and ligature forceps 18.5cm	36
65.	Kelly dissecting and ligature forceps 21.5cm	36
66.	Kelly dissecting and ligature forceps23 .5cm	36
67.	Frazier Suction Cannula 19.5 cms, 5mm Dia	6
68.	Allison Lung Spatula 29.5 cms	2
69.	Allison Lung Spatula 33 cms	2
70.	Price Thomas Bronchus Clamp 22 cms	2

71.	Lovelace Lung Grasping Forceps Straight 20.5cms	2
72.	Lovelace Lung Grasping Forceps Angled 19 cms	2
73.	Roberts Dissecting and Ligating Forceps Curved 22 cms	2
74.	Crile Rankin Haemostatic Forceps Curved 16 cm	36
75.	Dunhill Hemostatic Forceps Curved Hemostatic Forceps 18.5 cms 360 Metzenbaum dissecting scissor curved 11.5 cm	6
76.	Dunhill Hemostatic Forceps Straight Hemostatic Forceps 18.5 cms	36
77.	Mayo-Robson Intestinal Noncrushing Clamp 26 cms straight	12
78.	Mayo-Robson Intestinal Noncrushing Clamp 25 cms Curved	12
79.	Doyen Baby Intestinal Clamp Straight 13.5 Curved	2
80.	Moyorobson Intestinal Crushing Clamp Straight 25.5 cms	4
81.	Mayo robson Intestinal Crushing Clamp Curved 24.5	4
82.	Payr Pylorus Clamp 21 cms	1
83.	Payr Pylorus Clamp 34 cms	1
84.	Cooley Suction Tip 31 cms, 10 mm tip	12
85.	Watson Cheyne Dissector C Probe18cm	2
86.	Watson Cheyne Dissector C Probe13cm	2
87.	Molt Bone Currette Double Ended 19 cms	6
88.	Finochietto 85x 65 mm Spread 175 mm	1
89.	Periosteum Elevator Double Ended (Martin -Cushing) 17 cms	6
90.	Frabeuf Periosteum Elevator 15.5 cms x 12.5mm width Curved Tip	6
91.	Doyen Rib Raspatory with Hollow Handle Right Curved	4
92.	Rib Raspatory with Hollow Handle Left Curved	4
93.	Brunner Rib Shear 32 cms	2
94.	Gluck Rib shear 21 cms	1
95.	GiertzStille Rib Shear 24.5 cms	1
96.	Rib Approximator Baley Baby Rib Contractor 15.5 cms	2
97.	Baley Gibbon Rib Approximator Long Claw 20 cms	4
98.	Wire Twisting Forceps 19 cms TC Gold	4

99.	Bone Nibbler Leksell-Stille 24.5 cms	1
100.	Bone Nibbler Echilin 23cms	1
101.	Heiss Right Angle Hemostatic forceps 20cms	6
102.	Mixter Dissecting Forceps 29 cms	6
103.	Mixter Dissecting Forceps 25 cms 6	6
104.	Varicose Vein Stripper	1
105.	Mayo -Blake Gall Stone forceps 21cm	2
106.	Liston Bone cutting Forceps 17 cm	2
107.	Liston -Stille Bone cutting forceps 28 cm	2
108.	Cottle Bone File 21 cm	4
109.	Needle Driver	2
110.	Humby dermatome 32 cm	1
111.	Lanes Bone Holding forcep 33 cm	2
112.	Satterlee Amputation Saw 29cm	1
113.	Gigli wire with Saw handle wire length 50 cm hook	6
114.	Santulli Bull Dog clamp straight 7 cm	4
115.	De bakey bull dog clamp straight 7.5 cm	2
116.	De bakey bull dog clamp straight 8.5 cm	2
117.	De bakey bull dog clamp straight 10 cm	2
118.	De bakey bull dog clamp straight 12 cm	2
119.	De bakey bull dog clamp curved 7.5cm	2
120.	De bakey bull dog clamp curved 8.5 cm	2
121.	De bakey bull dog clamp curved 9.5 cm	2
122.	De bakey bull dog clamp curved 11 cm	2
123.	Cooley aortic ligature clamp 25 cm	1
124.	Debakey angled clamp 26 cm	5
125.	Debakey angled vascular forcep 25 cm 2mm tip	3
126.	Debakey straight vascular forcep 20 cm 2.7 mm	2
127.	Reynolds vascular scissor 15.5 cm	2
128.	Potts -Smith vascular scissor 19 cm standard 40 degree	2

129.	Debakey angled scissor TC Gold 19 cm 45 degree	2
130.	Cushing nerve hook 19 cm, 6mm tip	1
131.	Ductos clamp	1
132.	Goldmann - Fox Iris scissor TC Gold 13.5 cm	2
133.	Iris needle holder	1
134.	Mayo Hegar needle holder TC GOLD 20 cm 3	3
135.	Bozemann/Wertheim needle holder Tc Tipped 20.5 cms	3
136.	Bozemann/Wertheim needle holder Tc Tipped 24 cms	3
137.	Micro needle holder without catch 15 cm straight	2
138.	Constroviejo needle holder with catch , 14.5 cm	2
139.	Hartmann Mosquito hemostatic forceps, curved, 9-11cm	12
140.	Hartmann Mosquito hemostatic forceps, straight, 9-11cm	12
141.	Spencer Well's artery forceps, curved, 14-16cm	12
142.	Pean (rochester) Straight hemostatic forceps, 22.5 cm Curved	6
143.	Micro scissor (Ti Tipped) 15 cm, curved	2
144.	Micro scissor (Ti Tipped) 15 cm, straight	2
145.	Mayo -Stille dissecting scissor (Tc Gold) curved,14.5 cm	4
146.	Mayo -Stille dissecting scissor curved 17cm	4
147.	Adson toothed microforceps 12 cm	2
148.	Jeweller's microforceps straight 11 cm with 0.2mm tip	2
149.	Dissecting forceps 30 cm	6
150.	Dissecting forceps 23 cm	6
151.	Pean Rochester haemostatic forceps straight 26cm	6
152.	Zenker haemostatic forceps 28.5 cm curved	6
153.	Metzenbaum -Nelson dissecting scissor curved 20.5 cm	2
154.	Metzenbaum -Nelson dissecting scissor curved 28.5 cm	2
155.	Reynold's dissecting scissors 18cm	4
156.	S.S. Tray rectangular with lid 15x12 inch	12
157.	S.S. Tray rectangular with lid 10x12 inch	12

158.	Heaneyshystrectomy clamps 24 cm	6
159.	Teale uterine volsellum 23 cm 3x4 teeth	2
160.	Green armytage haemostatic forceps	2
161.	Mayo Stille scissor curved 19.5 cm	2
162.	Mayo Stille scissor straight 19.5 cm	2
163.	Mayo stillescissior curved 21.5 cm	2
164.	Mayo stille scissor straight 21.5 cm	2
165.	Metzenbaum TC gold scissor curved 11.5	2
166.	Metzenbaum TC gold scissor curved 18 cm	2
167.	Metzenbaum TC gold scissor curved 31 cm	2
168.	Mixter baby haemostatic forceps 18.5 cm	4
169.	Micro mosquito haemostatic forceps 12 cm	4
170.	Adson artery forceps curved 19 cm	6
171.	Obwegeser wire catching forceps 19 cm	6
172.	Perforated ss sterilization containers 300x300 mm	2
173.	Perforated ss sterilization containers 470x300 mm	2
174.	Perforated ss sterilization containers 600x300 mm	2

1. Instruments should be made of stainless steel and should be of high quality, non-corrosive, rust proof and in bright finish.
2. Material grade AISI 410 and 420 certified.
3. Instruments should carry ledger marking in indicating the Manufacturer's name and batch no. Or lot no.
4. Certification: European CE( 4 digit notified body ) or US FDA or UK Cert or BIS approved.

## **Schedule-VI**

### **Portable X-RAY Machine**

PARAMETER/FEATURE	THRESHOLD LIMIT/ RANGE
<b>Generator</b>	
Frequency in KHZ	100 or more
Output in KW	4 or more
KV range	40 to100
mA range	upto 100
mAs	200 or more
<b>X-ray tube</b>	
Anode focal spot size in mm	2.8 × 2.8 or less
Operating voltage range in Volt	190-240

Current in Amp	15
<b>MUST HAVE SPECIFICATION</b>	
<b>PARAMETER/ FEATURE</b>	<b>YES/ NO</b>
<b>Operational Requirements</b>	
Compact, lightweight, easily transportable, mobile unit	
Effective Braking system for parking and transport	
Spring balanced tube stand	
Tube head rotate in all direction	
High frequency (not biphasic)	
Digital display of KV& mAs	
Exposure with remote controlled hand switch (Wired or Remote)	
<b>Generator</b>	
Microprocessor controlled	
<b>X Ray tube</b>	
Stationary Anode	
Manual collimator	
LED for visualization of Radiation field	
Auto shut off facility for Collimator	
Run on Single phase	
<b>Accessories</b>	
Lead Jacket-04 NOS.	
Lead Goggles-01 NOS.	
Thyroid Guard-02 NOS.	
Lead Hanger-01 NOS.	
Pregnancy Guard- 01 NOS.	
<b>Quality Standards &amp; Safety Certification</b>	
ISO	
AERB type approval	
European CE/US FDA / UK Cert/ BIS	

### 3. STANDARD REQUIREMENTS

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

#### i. QUALITY CERTIFICATION

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

#### ii. WARRANTY

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

alternative working equipment shall be first made available to the consignee to avoid any disruption in the clinical work

### iii. MAINTENANCE


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

### iv. Labelling & Packing

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

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

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

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

Service Engineer	: Mr. XYZ,	✉: abc@abc.com,	☎: 09XXXXXXXXXX
Service Manager	: Mr. XYZ,	✉: abc@abc.com,	☎: 09XXXXXXXXXX

#### 4. LIST OF RELATED SERVICES

##### i) Incidental Services

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

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

##### ii) Availability of Spare parts

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

#### 5. Inspections and Tests

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



## Section V. Bidding Forms

### FORM 1

# Tender Form

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

(All the bidders have prepare and submit Form 1)

Date: .....

Bid Reference No.: \_\_\_\_\_, Schedule- \_\_\_\_\_

**Name of Contract:** Supply and Commissioning of *[Name of the equipment]* for Hospital of the Govt. of West Bengal

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

Sir,

I/We, the undersigned hereby accept all the terms and conditions of the Bid Reference No.: **WBMSCL/NIT- XX/2022,(Schedule....)** ,**dated-XX.XX.2022** and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to Supply and Commissioning of Medical Equipments for *[Name of the equipment]* for Hospital of the Govt. of West Bengal in conformity with your above referred document.

We also

1. certify that:

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

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

2. understand that:

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

**Enclose:**

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

Name.....

In the capacity of.....

Signed .....

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

Date.....

## Form 2: CHECK-LIST

[Please fill in and include with your Bid]

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

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

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

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

Non statutory documents to be submitted under My Document				
Sl. No.	Activity	Yes/No/NA	Page No in the Bid	Remark
1	PAN Card			
2	15 – digit Goods and Services Taxpayer Identification Number (GSTIN)			
3	Performance Statement Form (For the period of last three calendar years ending December 2022) - Form 7 of Section V 1. Submitted document should be supported with Work order / supply order copy  2. Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility) against the work order  <p style="text-align: center;">OR</p> Proof of payment against supply and installation against the work order  that the bidder have supplied medical equipment in Hospitals in India during the last 3 (three) calendar Years			
4	Income Tax returns for assessment year (2019-20, 2020-21, 2021-22)			
5	Tender Form as per Form 1			
6	Manufacturer's Authorization (If applicable) as per Form 5 of Section V			
<b>BID - A</b>				
Sl. No.	Activity	Yes/No/NA	Page No in the Bid	Remark
7	Earnest Money Deposit (EMD) (Copy of receipt of online submission of EMD)			
<b>BID - B</b>				
Sl. No.	Activity	Yes/No/NA	Page No in the Bid	Remark

8	Model of the equipment offered for <b>(Self Declaration)</b> with Technical Data Sheet			
9	Comparative Data Table of the Technical Specifications (Form No. 4 of Section V)			
10	1 sets of Brochure of the offered product / model.			
11	Standard & safety certification European CE ( 4 digit notified body) /US FDA approved / BIS/UK Cert			
12	Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any]			
13	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2019-20, 2020-21and 2021-2022) (in INR) - to be certified by practicing Chartered Accountant as per format given in <b>FORM 9</b>			
14	<b>Form 10:</b> Declaration of Quality Certification of Equipment (as applicable)			
15	<b>Form 12:</b> Basic information Form			

## Form 3a: Consignee Receipt Certificate (CRC)

(To be issued by consignee's authorized representative)

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

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

## Form 3b: Satisfactory Installation Certificate (SIC)

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



West Bengal Medical  
Services Corp. Ltd.

Bid Reference :

Award of Contract Reference :

Description of Equipment/Service :

Date of Commissioning :

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

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

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

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

The supplier has also submitted the following,

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

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

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

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

Signature with stamp:

Name (in Block) :

Designation :

P.T.O. →



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

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

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

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

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

Name (in Block):

Designation with Stamp:

## Form 4: TECHNICAL SPECIFICATION FORM

(Technical Compliance Sheet & Technical Product Datasheet to be submitted mandatorily)

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

Tender No. \_\_\_\_\_, dated-

Schedule No. \_\_\_\_ :

<i>Sl. No.</i>	<i>WBMSCL's Specification</i>	<i>Compliance to the tender specification- Give Comments (Complied/Not-complied)</i>	<i>Data Sheet Para &amp; Page Number</i>	<i>Deviation if any (Yes/No); if yes –Give Comments</i>

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

YES

NO

ANY DEVIATIONS MUST BE LISTED BELOW:

\_\_\_\_\_

## Form 5: MANUFACTURER'S AUTHORIZATION FORM

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

Date:

NIT No.:

To:  
MD, WBMSCL

### WHEREAS

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

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

Authorised Signatory of the

Manufacturer\_\_\_\_\_

Name\_\_\_\_\_

Designation with stamp\_\_\_\_\_

Date\_\_\_\_\_

## Form 6: PERFORMANCE STATEMENT FORM

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

Bid no: \_\_\_\_\_

Date of Opening: \_\_\_\_\_

Name of the Firm \_\_\_\_\_

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

Signature and seal of the Tenderer

\_\_\_\_\_

Countersigned by and seal of Chartered Accountant

\_\_\_\_\_

## Form 7: Statement of Breakup of Duties and Taxes for each schedule

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

### Form 8(a): PRICES FOR CONSUMABLES

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

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

### Form 8(b): PRICES FOR SPARES

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

## Form 9: TURNOVER CERTIFICATE

I certify that Average Annual Turnover of *(insert the name of the company)* in India in medical equipment division during the last 3 Financial Years (2019-20, 2020-21 and 2021-22) is Rs. .... as per the Audited Accounts of the Organization.

Signature and seal of Chartered Accountant with MRN

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## Form 10: DECLARATION OF QUALITY CERTIFICATION OF EQUIPMENT

(To Be Notarised)

### AFFIDAVIT

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

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

DEPONENT"



## Form 11: BID SECURITY (BANK GUARANTEE) FORM

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

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

**Beneficiary:** \_\_\_\_\_ *[Name and Address of WBMSCL]*

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

**BID GUARANTEE No.:** \_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_  
*[Signature]*

## Form 12: Basic information Form

### Basic information to be provided with the bid

#### 1.1 Identity

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

#### 1.2 Contact Person

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

## Section VI. Contract Forms

## Form 1: Performance Security

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

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

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

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

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

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

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

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

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

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

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

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

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