



**GOVERNMENT OF WEST BENGAL
HEALTH & FAMILY WELFARE DEPARTMENT
NATIONAL HEALTH MISSION (NHM)
GN -29, 4thFLOOR, Swasthya Sathi,
SWASTHYA BHAWAN PREMISES, SECTOR –V
SALT LAKE, BIDHANNAGAR, KOLKATA – 700 091**

Bid Reference No.: HFW-27023 / 8 / 2021-NHM SEC- 1075 / 2023

Dated: 16 / 03 / 2023

NOTICE INVITING E-TENDER

**(2nd Call) SUPPLY AND COMMISSIONING OF ENT EQUIPMENTS AT SSH/ SDH / DH
LEVEL OF THE DEPT. OF HEALTH, GOVT. OF WEST BENGAL**

(1st call) Bid Reference No.: HFW-27023 / 8 / 2021-NHM SEC- 533 / 2023 Dated: 10 / 02 / 2023
(Submission of Bid through *online*)

1. National Health Mission (NHM) has decided to Procure and Supply **ENT Equipments** at **Super Speciality Hospitals (SH), Sub Divisional Hospital (SDH) and District Hospital (DH)** of the Dept. of Health, Govt. of West Bengal.
2. National Health Mission hereby invites bids from eligible and qualified bidders for the Supply and Commissioning of ENT equipments as per the Schedule of Requirement.
3. Intending bidder may download the tender document from the e-tender portal of Govt. of West Bengal at wbtenders.gov.in and the website of West Bengal Health at www.wbhealth.gov.in. The submission of bids should only be through online at www.wbtenders.gov.in. Earnest money is to be submitted online only.
4. Non statutory documents, Bid – A, Bid – B & Bid – C are to be submitted concurrently.

Sd/-

**Mission Director, National Health Mission &
Secretary, Health and Family Welfare Department**

Table for Important Dates

Sl.	Items	Date(s)
1.	Date of uploading of N.I.T. Documents (online) / Date of Issue / Published on	16.03.2023
2.	Documents download start date (Online)	16.03.2023
3.	Last Date of submission of Pre Bid quires from the intending Bidders via e-mail po2nhm2021@gmail.com with a copy to nhmbiomedical2045@gmail.com	21.03.2023 at 5 P.M
4.	Bid submission start date (On line)	27.03.2023,05:00 P.M
5.	<p>Bid submission closing (On line) Bid submission includes: i) Non statutory documents to be submitted under <u>My Space</u> (Each sub-category item should be in multiple page single PDF file) ii) BID – A (Should be in multiple page single PDF file) iii) BID – B (Should be in multiple page single PDF file) iv) BID – C (BOQ , Form 7 and and Price of Consumables/Accessories & Spares etc.)</p> <p>Detailed list of documents annexed at Section V Check-List Form</p> <p>Non-statutory document (document uploaded in <u>My Space</u>), Bid – A & Bid – B constitute the technical bid and Bid – C is the financial bid.</p> <p><i>Any wrong or misleading information provided by the Tenderer during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in NHM for at least 5 years.</i></p> <p>Each scanned documents should have an index page indicating the name of the documents enclosed with page number.</p>	03.04.2023 up to 05:00PM
6.	Bid opening date for Technical Proposals (Online) (Bid A & B)	06.04.2023 after 05:00 PM
7.	Submission of non-statutory wanting document (if any)	To be notified later
8.	Functional demonstration of the equipment	To be notified later
9.	Opening of Financial Bid (Online)	To be notified later

Section I: Instructions to Bidders

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	CMC Period after completion of WARRANTY	Remarks
SCHEDULE - I	ENT Operating Microscope	7	3 Years	5 Years	To be supplied with box. Each box should contain single quantity of each items
SCHEDULE-II	Microdrill System	18	2 Years		
SCHEDULE-III	Ear Surgery Instruments	13	2 Years		

2. Tender Fees : Exempted

3. Earnest Money Deposit (EMD):

SCHEDULE	ITEM	AMOUNT IN INR	Payment Mode
SCHEDULE - I	ENT Operating microscope	2.5 lakh	Online payment
SCHEDULE-II	Microdrill System	1.5 lakh	
SCHEDULE-III	Ear Surgery Instruments	1.3 lakh	

4. Annual Turnover requirements: (E)

The Bidders should have minimum average annual sales turnover (i.e. total turnover of the company) of last three financial years (2019-20, 2020-21 & 2021-22) as per the Audited Accounts of the Organization as mentioned in the table below:

SCHEDULE	ITEM	Annual Turnover in Rs.
SCHEDULE - I	ENT Operating microscope	123 lakh
SCHEDULE-II	Microdrill System	77 lakh
SCHEDULE-III	Ear Surgery Instruments	65 lakh

5 (a) Time for Supplies & Commissioning of work from the Date of signing of Agreement

SCHEDULE	ITEM	Time
SCHEDULE - I	ENT Operating microscope	60 Days
SCHEDULE-II	Microdrill System	60 Days
SCHEDULE-III	Ear Surgery Instruments	60 Days

5 (b) Payment Terms

<p>SUPPLY AND COMMISSIONING OF ENT EQUIPMENTS AT SSH / SDH / DH LEVEL OF THE DEPT. OF HEALTH, GOVT. OF WEST BENGAL</p>
<p>I. General Terms</p> <p>(i) The payment to manufacturing company or its subsidiary in India will be made under Delivered Duty Paid contract.</p> <p>(ii) The Bidders should only quote in INR.</p>

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LEVEL OF THE DEPT. OF HEALTH, GOVT. OF WEST BENGAL**

II. Payment terms :

- 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 NHM and the facility/ end user.

Note:

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

(a) 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 as extra.

6. Performance Security (PS)

(In the form of unconditional and irrevocable Bank Guarantee)

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

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

7. Who can Bid

**SUPPLY AND COMMISSIONING OF ENT EQUIPMENTS AT SSH / SDH / DH
LEVEL OF THE DEPT. OF HEALTH, GOVT. OF WEST BENGAL**

a) Manufacturing Company:

The selected manufacturer bidder may have authorized distributor to deliver the goods at the consignees. However, Award of Contract (AOC) will be issued and agreement will be signed with the manufacturer bidder. All contractual liability, after sales service lies with the manufacturer bidder.

b) Manufacturer's subsidiary in India.

c) Manufacturer's Authorized Distributor / Business Partner

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

8. Service Up time in Warranty & CMC

SUPPLY AND COMMISSIONING OF ENT EQUIPMENTS AT SSH / SDH / DH LEVEL OF THE DEPT. OF HEALTH, GOVT. OF WEST BENGAL
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

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

Note 2: 5 years CMC to be provided after warranty period gets over

Note 3: Atleast 3 routine maintenance service and 1 calibration (as applicable) should be performed yearly and the corresponding reports in standard format to be submitted to NHM headquarter for processing of payment.

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

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

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

Note: The Bidders, 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 Bidder's 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.

12. General Instructions

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

B. General

13. Scope of Bid

- 13.1 The type of goods and related services to be purchased is: **Supply And Commissioning of ENT Equipments at SDH / SSH / DH Level of the Dept. of Health, Govt. of West Bengal** as per the Schedule of Requirements.

14. Fraud and Corruption

- 14.1 It is NHM policy to require that Bidders, suppliers, contractors and their subcontractors under NHM contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, NHM:
- (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 NHM or other participants;
 - (iv) Collusion is the agreement between Bidders 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 Bidder recommended for award has engaged in corrupt practices in competing for the contract in question;
 - (c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to become a NHM registered Bidder if it at any time determines that the Bidder has engaged in corrupt practices in competing for or in executing a NHM contract;
 - (d) Will cancel or terminate a contract if it determines that a Bidder has engaged in corrupt practices in competing for or in executing a NHM contract;
 - (e) Will normally requires a NHM vendor to allow NHM, or any person that NHM may designate, to inspect or carry out audits of the bidder's accounting records and financial statements in connection with the contract.

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

14.3 It is required that Bidders, their subsidiaries, agents, intermediaries and principals cooperate with NHM Internal Audit Group as well as with other investigations authorized by NHM 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 NHM to repudiate and terminate the contract and to debar and remove the supplier from NHM's list of registered Bidders.

15. Eligible Bidders

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

- i) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by NHM to provide consulting services for the preparation of the design,

specifications and other documents to be used for the procurement of the Goods to be purchased under these Bidding Documents ; or

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

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

16. Eligible goods and related services

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

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

C. Contents of Bidding Documents

17. Sections of Bidding Documents

17.1 The Bidding Documents consist of:

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

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

17.3 Bidders 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. Bidders are encouraged to advise NHM, if they disagree.

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

18. Clarification of Bid Document

18.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact NHM in writing at nhmbiomedical2045@gmail.com & po2.nhm2021@gmail.com

19. Amendment of Bid Document

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

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

A. Preparation of Bids

21. Bidder 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 , Form 7 and Price of Consumables/ Accessories & Spares)

Details are given in “Submission and Opening of Bids”

22. Cost of Bidding

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

23. Language of Bid

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

24. Bid Prices

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

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

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

25. Currencies of Bid

The Bidder shall quote in INR only.

26. Documents Establishing the Conformity of the Goods and Related Services

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

27. Documents Establishing the Qualifications of the Bidder

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

28. Period of validity of Bids

28.1 Bids shall remain valid for a period of **270** days from last date of online submission of bid. A bid valid for a shorter period than specified in previous lines shall be rejected by NHM as non responsive.

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

29. Period of validity of the bid price:

The bid price for equipment shall remain valid for a period of **3 (three)** years from the date of signing of the contract.

31. Earnest Money Deposit (EMD):

31.1 The EMD shall be paid, in favour of “**NATIONAL HEALTH MISSION**”, **GN-29, Swasthya Bhawan, Sec-V, Salt Lake, Kolkata- 700091** in the amount as provided in the **Schedule of Requirements** and denominated in INR.

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

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

31.4 The EMD may be forfeited:

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

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

33. Withdrawal, Substitution and Modification of Bids

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

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

34. Confidentiality

Any effort by a Tenderer to influence NHM 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 NHM on any matter related to the bidding process, it should do so in writing.

E. Submission and Opening of Bids

35. The following are to be submitted:

i) Non statutory documents to be submitted under My Document

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

Guidelines for uploading documents in My Document:

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	PAN Card
2	COMPANY DETAILS	COMPANY DETAILS 1	License from Government/ Statutory Authority as applicable. OR Registration with the Registrar Of Companies or Partnership deed, as applicable.
		COMPANY DETAILS 2	Manufacturing Licence (National/International). In case, manufacturing licence is not applicable for production of the quoted item, notarized declaration from the manufacturer is to be submitted)
3	CREDENTIAL	CREDENTIAL 1	Performance Statement Form (For the period of last three financial years 2019-20, 2020-21 & 2021-22) - Form 6 Submitted document should be supported with 1. Relevant Work order / Supply order copy AND 2. Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility / laboratory) against the corresponding Work order as cited in point 1. OR Proof of payment regarding Supply and Installation for the corresponding Work order as cited in point 1 in support of the bidder having supplied medical equipment in Hospitals in India during the last 3 (three) financial years i.e 2019-20, 2020-21 & 2021-22.
		CREDENTIAL 2	ISO certificate 13485:16(or latest), 9001:2015(or latest)
4	DECLARATION	DECLARATION 1	Income Tax returns for last 3(three) Financial years (2019-20, 2020-21, 2021-22)
		DECLARATION 2	15 – digit Goods and Services Taxpayer Identification Number (GSTIN) (GST Registration)
		DECLARATION	Tender Form as per Form 1

		3	
5	EQUIPMENT	MACHINERIES 1	Manufacturer's Authorization (as applicable) as per Form 5 of Section V
		MACHINERIES 2	List of installations & commissioning in India of offered model by the bidder (Self declaration in Company's letterhead)
		MACHINERIES 3	Satisfactory Performance Certificate from at least 3 (three) users of the quoted model in support of the satisfactory operation in India.
6	FINANCIAL INFO	P/L & BALANCE SHEET 2019- 2020	P/L & Balance sheet (2019-2020)
		P/L & BALANCE SHEET 2020- 2021	P/L & Balance sheet (2020-2021)
		P/L & BALANCE SHEET 2021- 2022	P/L & Balance sheet (2021-2022)

(ii) Statutory Documents

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

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

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

1	Check List Form 2
2	Model of the equipment offered for (Self Declaration in Company's letterhead) with Technical Data Sheet
3	Comparative Data Table of the Technical Specifications (Form No. 4 of Section V)
4	Relevant Brochure of the offered product / model.
5	For ENT Operating Microscope, Microdrill System and Oscope: The medical equipment should be USFDA(The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries AND / OR European CE (Declaration of Conformity European by European CE notified body with 4

	digit identification number) The Quoted model name & make should be mentioned in the certificate.
6	Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any]
7	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2019-20, 2020-21 & 2021-22) (in INR) - to be certified by Practicing Chartered Accountant as per format given in FORM 9
8	Form 10: Declaration of Quality Certification of Equipment
9	Self Declaration(in Company's letterhead) by the tenderer that suitable trained service engineers shall be posted at three places of West Bengal(including details) for providing prompt, effective servicing, preventive maintenance and calibration during the period of warranty as defined as well as CMC period
10	Self Declaration (in Company's letterhead) by the tenderer regarding availability of spare parts for 10 (ten) years and Inventory of the Spare parts for 8 years after completion of warranty obligations.

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 / Accessories and Spares]**

BOQ shall contain the financial quotes in respect of

(a) Base Price of Equipment (BP): Tenderer should quote the unit price of the equipment, includes value of goods, accessories & ancillaries, freight charges, 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) Prices for Consumables/ Accessories and Spares :

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

- (i) **Consumables/ Accessories** as per **Form 8(a)**
- (ii) **Spares** as per **Form 8(b)**

Comparison of Financial Bids would be based on the sum of unit price of all items / item. The rates quoted shall be firm and no variation will be allowed during the period of contract.

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

N.B.

- a) Any wrong or misleading information provided by the Tenderer during submission of bids may lead to summary cancellation of bid, blacklisting in NHM 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.

F. Evaluation and Comparison of Bids

36. Evaluation of Bids

(A) Technical Evaluation

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

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

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

Bidder has to comply with all Essential parameters of the technical specifications except deviation(s) which will be considered minor and acceptable by the team of experts to be engaged by NHM to take working / functional demonstration of the offered equipments. Regarding technical qualification decision of Technical Expert/ experts will the full & final.

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 made as mentioned in Point no. (iii) of “Submission and Opening of Bids” quoted by the tenderers.**

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

37. Responsiveness of Bids

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

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

- (a) Affects in any substantial way the scope, quality, or performance of the goods and related services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, NHM'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.

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

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

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

38. Examination of Terms and Conditions and Technical Evaluation

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

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

39. Domestic Preference

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

40. Financial evaluation

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

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

NHM 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, NHM 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, NHM 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. NHM's right to vary quantities

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

44. Publication of Award of Contract

- 44.1 NHM 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, NHM 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 NHM along with the required value of Performance Security in full or in parts in the event of a staggered supply as decided by NHM.

46. Performance Security

- 46.1 Within **14 working days** of issue of the AOC from NHM, 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 NHM in accordance with the GCC, using for that purpose the Performance Security Form included in Section VI, Contract forms, or another Form acceptable to NHM. NHM 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 NHM and sign the agreement within 14(fourteen) working 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 NHM. 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 NHM.

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 ENT Equipment at Sub Divisional Hospital / Super Speciality Hospitals/ District Hospital 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.

NHM and Bidder/ Tenderer 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 raw materials, components, intermediate products and products which the Tenderer is required to supply pursuant to the Purchase Order or Special Conditions of this Contract to which these General Conditions are attached. Services are hereinafter deemed to include services ancillary to the supply of the Goods including, without limitation transportation and supply at the point of consignee and such other obligations as required under this Contract.
- 2.2 **TRADE TERMS:** Whenever an Inco term is used in this Contract it shall be interpreted in accordance with the Incoterms 2010 and as the same has been judicially interpreted in India.

3. CONTRACT PRICE:

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

4. PACKAGING OF THE GOODS:

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, taking into consideration the penalty clause for defect replacement under warranty..

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 working days of receipt of the AOC from NHM, 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 NHM 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 3% of the Contract Price (bid value)in full, 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 3(three) year after the Goods have been commissioned at the final destination indicated in the Contract subject to issue of certificate regarding date of commissioning issued by the consignee.
- 12.1.6 During the warranty, free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier during the period of warranty and the corresponding documentary evidences also to be submitted to FIRST PARTY, if required.
- 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.

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 3 (three) 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. However penalty charges will be applicable **as per Clause 8, Service Up time in Warranty & CMC at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.**

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 calendar years, would not be eligible to participate in the tender.

16. PENALTY FOR DEFAULT:

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

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

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

17. CHANGES IN QUANTITY:

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

18. TERMINATION FOR CONVENIENCE:

- 18.1. FIRST PARTY may, upon notice to the Tenderer, terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall state that termination is for FIRST PARTY's convenience, the extent to which performance of the SECOND PARTY under the Contract is terminated and the date upon which such termination becomes effective.
- 18.2. In the event of Termination for Convenience, no payment shall be due from FIRST PARTY to the Tenderer except for Goods satisfactorily delivered and for the cost of such necessary work as FIRST PARTY may request the Tenderer to complete.

19. TERMINATION FOR DEFAULT:

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

20. CONSEQUENCES OF TERMINATION:

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

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

21. CONFIDENTIALITY:

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

22. FORCE MAJEURE:

- 22.1 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution insurrection, flood earthquake, epidemic , pandemic or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the SECOND PARTY. The SECOND PARTY acknowledges and agrees that, with respect to any obligation under the contract that the SECOND PARTY must perform any delays or failure to perform such obligation arising from or relating to harsh conditions within such areas shall not, in and of itself, constitute Force majeure under the contract. Further the SECOND PARTY acknowledges and agrees that scarcity of raw materials, power cut, workers unrest (even if wide spread) will not constitute force majeure under the contract.
- 22.2 In the event of and as soon as possible after the occurrence of any cause constituting Force majeure, the SECOND PARTY shall give notice and full particulars in writing to FIRST PARTY, of such occurrence or cause if the SECOND PARTY is thereby rendered unable, wholly or in part to perform its obligations and meet its responsibilities under the contract. The SECOND PARTY shall also notify FIRST PARTY of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the contract. Not more than fifteen (15) days following the provision of such notice Force majeure or other changes in conditions or occurrence, the SECOND PARTY shall also submit a statement to FIRST PARTY of estimated expenditure that will likely be incurred for the duration of the change in condition or the event. On receipt of notice or notices required hereunder, FIRST PARTY shall take such action as it considers, in its sole desertion, to be appropriate or necessary in the circumstances, including the granting to the SECOND PARTY of a reasonable extension of time in which to perform any obligations under the contract.
- 22.3 If an event of force majeure exists and the SECOND PARTY fails, within seven (7) days of such event to give notice in writing to FIRST PARTY and if the SECOND PARTY is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, FIRST PARTY shall have the right to suspend or terminate the contract on the same terms and conditions except that the period of notice shall be seven (7) days. In any case, FIRST PARTY shall be entitled to consider the SECOND PARTY permanently unable to perform its obligations under the contract in the case of the SECOND PARTY's suffering any period of suspension in excess of ninety (90) days.
- 22.4 In the event of force majeure the benefit accrued to the FIRST PARTY in terms of title and any accrued right thereof including all inchoate rights shall remain with the FIRST PARTY and the SECOND PARTY shall not have any claim with the same.

23. SOURCE OF INSTRUCTIONS:

The SECOND PARTY shall neither seek nor accept instructions from any authority external to FIRST PARTY in connection with the performance of its obligations under the contract. Should any authority external to FIRST PARTY seek to impose any instructions on the SECOND PARTYS regarding the SECOND PARTY's performance

under the contract, the SECOND PARTYs shall promptly notify and shall provide all reasonable assistance required by FIRST PARTY. The SECOND PARTY shall not take any action in respect of its performance of the contract or otherwise related to its obligations under the contract that may adversely affect the interests of FIRST PARTY and the SECOND PARTY shall perform its obligations under the contract with the fullest regard to the interests of FIRST PARTY.

24. BENEFITS, CORRUPTION AND FRAUD:

- 24.1 The SECOND PARTY warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the contract or the award thereof to any representative, officials, employee, or other agent of FIRST PARTY or any official of the Health & Family Welfare Department, Government of West Bengal or any organization engaged in the procurement process whether during the period the contract is in process or before or after the contract is over. The SECOND PARTY acknowledges and agrees that any beach of this provision is a breach of an essential term of the contract as specified.
- 24.2 Corruption means the offering, giving, receiving or soliciting of, directly or indirectly, anything of value to influence the action of any FIRST PARTY representative, official, employee or agent of FIRST PARTY or any official of the Health & Family Welfare department, Government of West Bengal or any organization engaged in the selection process or in the execution of the contract.
- 24.3 Fraud means a misrepresentation or omission of facts in order to influence the selection process or the execution of the contract.

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

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

26. ASSIGNMENT:

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

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

- 26.2.1 Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and
 - 26.2.2 Such reorganization arises from sale, merger, or acquisition of all or substantially all of the SECOND PARTY's assets or ownership interest; and
 - 26.2.3 Such reorganization is not taking place with any of the Tenderer who had participated in the Tender or who will be deemed to have conflict of interest as defined in the tender documents process for the same tender.
- 26.3 However, should the SECOND PARTY become insolvent or should control of the SECOND PARTY change by virtue of insolvency, FIRST PARTY may, without prejudice to any other right or remedy, terminate this contract.

27. AMICABLE SETTLEMENT:

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

28. ARBITRATION:

- 28.1 Except for a dispute in connection with termination in which respect the decision of FIRST PARTY shall be final, any dispute between the parties arising out of or relating to this agreement which cannot be resolved through good faith negotiation shall be settled in arbitration, in terms of the provisions of the Arbitration and conciliation Act-1996(no.26 of 1996). The arbitration hearing shall be held in Kolkata only. The award of the arbitrator (s) shall be binding on both the parties. The cost of arbitration shall be borne by the respective parties.
- 28.2 Pending the submission of and / or decision on a dispute, difference or claim, or until the arbitral award is published, the party shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

29. COURT OF LAW:

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

30. QUALITY OF EQUIPMENT:

The equipment should have compliance with European CE (European Conformity) standards & safety. Also, Notarized declaration to be submitted regarding the offered model by the bidder in the format given in **FORM 10: Declaration of Quality Certification of Equipment**

Section III. Special Conditions of Contract

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

SCC -1	GCC - 6	<p>Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement</p> <p>However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary.</p> <p>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:</p> <p>I. For Goods supplied from abroad :</p> <p>(A) Upon shipment, within 24 hours the SECOND PARTY shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the SECOND PARTY shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The SECOND PARTY shall first fax the above details and then send to the Purchaser, by courier, two sets of documents comprising one original and one copy of the following:</p> <p>(i) Commercial invoice, indicating the National Health Mission as the Purchaser; 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 National Health Mission as the Purchaser 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>
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(vii) Manufacturer will submit a pre-shipment advisory note to purchaser & consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee;

(viii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC).

The above documents shall be received by the 'Purchaser' at least 15 days before arrival of Goods at the port or place of arrival and, if not received, the SECOND PARTY will be responsible for any consequent expenses.

II. For Goods from within India

(A) Upon the delivery of the Goods, the SECOND PARTY shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising one original and one copy of the following:

(i) Commercial invoice, indicating the **National Health Mission** as the Purchaser, the Contract number, loan number; Goods' description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

(ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Purchaser as **National Health Mission** and delivery through to final destination as stated in the Contract;

(iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC);

(iv) Packing list identifying contents of each package;

(v) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied;

(vi) Manufacturer will submit a pre-shipment advisory note to purchaser & consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee.

SCC -2

GCC - 30

Add clause 30- Payment Terms -

As per table 5 (b) Payment Terms at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.

SCC-3	GCC - 31	<p>Add clause GCC 31- The Comprehensive Maintenance Contract (Including Spare parts)</p> <p>(i) The Consignees/ Government of West Bengal / Operation & Maintenance (O&M) Partner, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the SECOND PARTY, three months prior to the completion of Warranty Period, at the contracted price, for a period as specified in the tender after the expiry of the warranty period provided that this service shall not relieve the SECOND PARTY of any warranty obligations under this Contract. Wherever the Technical Specifications lay down a different period of CMC, this latter period shall prevail. The CMC will commence from the date of expiry of warranty period. The CMC includes preventive maintenance including testing & calibration as per technical/service/operational manual, labour and spares.</p> <p>(ii) The CMC includes repairs of entire system, preventive maintenance, testing & calibration, labour and spares and all software updates. All the relevant documents regarding servicing , preventive maintenance and calibration have to be submitted by the SECOND PARTY to the FIRST PARTY in standard formats(as applicable).</p> <p>(iii) The Comprehensive Annual Maintenance and Repair charges (after Warranty period) shall be paid quarterly in four equal instalments.</p> <p>(iv) Details of CMC requirements or otherwise, as spelt out in the Technical Specifications, will prevail over those given in this section.</p>
SCC - 4	GCC -31.1	<p>Add GCC clause 31.1</p> <p>For both Warranty and CMC, as per table 8. Service Up time in Warranty & CMC at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.</p>
SCC - 5	GCC - 32	<p>Add GCC clause 32</p> <p>The successful bidder shall be required to undertake supplies of quantity as per schedule of requirement within 30 days from the date of signing of the contract agreement.</p>
SCC - 6	GCC -33	<p>Add GCC clause 33</p> <p>The successful bidder shall undertake to commission the equipment including the interiors of the site as per technical specification mentioned in Section IV. Schedule of Requirements.</p>

Section IV. 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

Sl. No.	Name of the District / Health District	Name of Hospital / Consignee	Quantity to be supplied (Single quantity of each item to be supplied with box)		
			ENT Operating Surgical Microscope	Microdrill System	Ear Surgery Instrument
1	Bankura	Barjora SSH	0	0	1
2	Bankura	Khatra SDH	1	1	1
3	Birbhum	Bolpur SSH	0	0	0
4	Coochbehar	Dinhata SDH	1	1	1
5	Dakshin Dinajpur	Gangarampur SDH	0	1	1
6	Diamond Harbour HD	Kakdwip SSH	1	1	1
7	Hooghly	Arambag SSH	0	0	0
8	Hooghly	Arambag SSH	0	0	0
9	Howrah	Uluberia SDH	0	1	1
10	Jalpaiguri	Mal SSH	0	0	0
11	Maldah	Chanchal SSH	0	1	1
12	Murshidabad	Jangipur SSH	0	1	1
13	Nadia	Krishnanagar DH	0	0	0
14	Nadia	Tehatta SDH	1	1	1
15	Nandigram HD	Nandigram SSH	1	1	1
16	North 24 Parganas	Bongaon SSH	0	1	0
17	Pashchim Bardhaman	Durgapur SDH	1	1	1
18	Pashchim Medenipur	Ghatal SSH	0	1	0
19	Purba Bardhaman	Katwa SDH	0	1	0
20	Purba Bardhman	Kalna SSH	0	1	0
21	Purba Medinipur	Egra SDH	0	0	0

22	Purba Medinipur	Panshkura SDH	0	1	0
23	Purba Medinipur	Tamluk DH	0	0	0
24	Purulia	Raghunathpur SSH	0	1	0
25	South 24 Parganas	Baruipur SSH	0	0	0
26	South 24 Parganas	Canning SDH	1	1	1
27	Uttar Dinajpur	Islampur SSH	0	1	1
28	Uttar Dinajpur	Raiganj SSH	0	0	0
Total			7	18	13

Note: Any change in Consignees will be notified in due course of time

2. TECHNICAL SPECIFICATION

SCHEDULE-I

Surgical Operating Microscope

1. Stand Type with 1.7 m height
2. Magnification factor: 0.4 to 2.5, in 5 steps
3. Field of view : 52mm to 8mm
4. Objective Focal Length : 250mm / 400mm
5. Fine focus range (Manual) : 24mm - 30mm
6. Tilt Range of optical head: Axial + 90 deg. With side tilt provision
7. Illumination: High intensity up to 100000 Lux with built-in cold light source, with fibre optic light guide and with provision of filters. Filter Type : UV and green (red free), Orange (Optional)
8. The microscope should be supported by 4 castor wheels

SCHEDULE-II
Microdril System

1. Speed Variation: Maximum should not be less than 30,000 rpm
2. Rotations: Clockwise & Anticlockwise
3. Foot Control: Variable speed type
4. Surgical type hand pieces suitable for ENT- Straight type and Angled type.
5. Warranty: 2 years

SCHEDULE-III
Ear Surgery Instruments

The surgical instruments should be made using top quality medical grade hardened stainless steel with defined specifications like AISI-410, AISI-420, AISI-304, AISI-303, AISI 440 etc. using guidelines of ASTM standard F899-94 and ISO 7153 and with a dull finish.

1. Ear Speculum (Black Finish).....Set of 5 of different sizes.
2. Self retaining ear speculum..... Set of 3 of different sizes.
3. Perichondrium / Periosteal elevator
4. Cell Seaker
5. Lempart Curette..... Set of 3 of different sizes
6. Crocodile forceps-micro
7. Cup forceps/ Granulation forceps- micro
8. Myringotomy knife
9. Tympano meatal flap elevator
10. Circular Knife
11. Flag Knife/Radial Knife
12. Straight Needle/pick
13. Curved needle/pick
14. Right angle Needle
15. Sickle knife
16. Micro Scissors- Straight, Right Turn, Left Turn, Up Turn

17. Set for stapedectomy (Lempart curette, Crocodile forceps-micro, Tympano metal flap elevator, Circular Knife, Flag Knife, Straight needle / pick, Sickle knife, Foot plate Perforator-5 mm, 6 mm and 8 mm, Piston Closure, Piston measuring Rod-1, Jig-1)
18. Micro suction tips..... Set of 5 of different sizes
19. Set of Burrs: Tungsten Carbide Cutting and Diamond Polishing Burrs.
20. (size 2mm, 3mm, 4mm, 5mm, 6mm, 7mm cutting and polishing)– each set at least four
21. Oscopes with 3.5 volts rechargeable battery with battery charger.
22. Oscopes should be European CE and USFDA approved.
23. Warranty of Oscope: 3 years

3. STANDARD REQUIREMENTS

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

i. QUALITY CERTIFICATION

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

ii. WARRANTY

Unless specified otherwise, warranty shall always be for a period of three (3) years from the date of acceptance after commissioning of the goods. During warranty, cost and responsibility of the transport/shifting of the equipment, in case so required for repair, etc, shall be entirely borne by the Supplier, without any liability on the consignee. In case of such shifting of equipment, alternative working equipment shall be first made available to the consignee to avoid any disruption in the clinical work

iii. MAINTENANCE

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



- c. Subject to (b) above, CMC services shall be provided at the site of the equipment, within the prescribed response time.

iv. Labelling & Packing

Each ENT Equipment Box should have a sticker on it with the following information:

- a. Procured by: NHM Ltd.
- b. Machine Serial Number:
- c. Facility Asset No.:
- d. Date of Installation:
- e. Warranty upto:
- f. PMS Done:
- g. PMS Due:
- h. Toll Free No.:
- i. Mobile No.:
- j. Email:
- k. CMC Starts on:
- l. CMC Valid upto:
- 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 NHM officials)

	Procured by : NATIONAL HEALTH MISSION (NHM)	
Reference No. :		
Machine Serial No. :		Facility Asset No. :
Date of Installation :		Warranty (X yrs) upto:
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 servicing , preventive maintenance and calibration 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

Successful tenderer shall be required to give an undertaking regarding availability of spare parts for 10 (ten) years and Inventory of the Spare parts for 8 years after completion of all warranty obligations.

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 at the time of delivery that the Goods conform to laid down specifications.
- b) NHM 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 ENT
EQUIPMENTS AT SSH/ SDH/ DH LEVEL OF THE
DEPT. OF HEALTH , GOVT. OF WEST BENGAL**

To
Mission Director,
National Health Mission,
4th Floor, SwasthyaSathi,
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.:....., **Dated -.....**and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to **SUPPLY AND COMMISSIONING OF AT SSH / SDH / DH LEVEL OF THE DEPT. OF HEALTH , GOVT. OF WEST BENGAL** in conformity with your above referred document.

We also
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 **270** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents. from the date However, the bid prices quoted by us and accepted by NHM shall hold good and remain valid for a period of **3(three)** years of signing of the contract and no additional claims will be made on account of any price variation or fluctuation in market rates. The rate quoted shall remain binding upon us and may be accepted at any time before the expiration of **3 (three)** years.
- d) If our bid is accepted, we will submit a performance security within 14 (fourteen) working 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 NHM 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 of Section I. Service Up time in Warranty & CMC mentioned in A. Important information at a glance Under Section I: Instructions to Tenderers of the bid document.

understand that:

- (i) Partial or incomplete bid submission will lead to cancellation of our bid.
- (ii) The tender inviting and accepting authority can vary quantity up to 40% (forty percent) above or 40% (forty percent) below the required quantity under this tender.
- (iii) The tender inviting and accepting authority reserves the right to reject any application without assigning any reason.

Enclose:

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

Name.....

In the capacity of.....

Signed

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

Date.....

Form 2: CHECK-LIST

[Please fill in and include with your Bid]

Name of the Bidder: - _____

Full Address of the Bidder: _____

—

E-Mail: - _____

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

Tendering as: Manufacturing Company or their Indian subsidiaries or
Manufacturer's Authorized Distributor / Business Partner

Applying for: _____

Note 1: If any document is written in any language other than English, an English translation of the document duly authenticated is to be submitted.

Note 2: All the documents mentioned below are essential for qualifying in the technical evaluation.

Note 3: After opening of the technical bids, if it is found that any of the documents required to be submitted with the bids is wanting, NHM 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 <u>My Document</u>				
Sl. No.	Activity	Yes/No /NA	Page No in the Bid	Remark
1	PAN Card			
2	License from Government/ Statutory Authority as applicable. OR Registration with the Registrar Of Companies or Partnership deed, as applicable.			
3	Manufacturing Licence (National/International). (In case, manufacturing licence is not applicable for production of the quoted item, notarized declaration from			

	the manufacturer is to be submitted)			
4	<p>Performance Statement Form (For the period of last three financial years i.e 2019-20, 2020-21 & 2021-22) - Form 6</p> <p>Submitted document should be supported with</p> <p>2. Relevant Work order / Supply order copy</p> <p style="text-align: center;">AND</p> <p>2. Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility / laboratory) against the corresponding Work order as cited in point 1.</p> <p>OR</p> <p>Proof of payment regarding Supply and Installation for the corresponding Work order as cited in point 1 in support of the bidder having supplied medical equipment in Hospitals in India during the last 3 (three) financial years i.e 2019-20, 2020-21 & 2021-22</p>			
5	ISO certificate 13485:16(or latest), 9001:2015(or latest)			
6	Income Tax returns for last 3(three) Financial years (2019-20, 2020-21, 2021-22)			
7	15 – digit Goods and Services Taxpayer Identification Number (GSTIN) (GST Registration)			
9	Tender Form as per Form 1			
10	Manufacturer’s Authorization (as applicable) as per Form 5 of Section V			
11	List of installations & commissioning in India of offered model by the bidder. (Self declaration in company’s letterhead)			
12	Satisfactory Performance Certificate from at least 3 (three) users of the quoted model in support of the satisfactory operation in India.			
13	P/L & Balance sheet (2019-2020)			
14	P/L & Balance sheet (2020-2021)			
15	P/L & Balance sheet (2021-2022)			
BID – A				
Sl. No.	Activity	Yes/No /NA	Page No in the Bid	Remark
16	Earnest Money Deposit (EMD) (Online)			

17	Declaration of the bidder on letter head that “We agree to submit a scanned copy of the Tender Documents and its Amendments and Addendums thereto duly initialled by us in all pages with our seal/ rubber stamp affixed thereto, in token of acceptance thereof.”			
BID – B				
Sl. No.	Activity	Yes/No/NA	Page No in the Bid	Remark
18	Check List Form 2			
19	Model of the equipment offered for (Self Declaration in Company’s letterhead) with Technical Data Sheet			
20	Comparative Data Table of the Technical Specifications (Form No. 4 of Section V)			
21	Brochure of the offered product / model.			
22	For ENT Operating Microscope, Microdrill System and Otoscope: The medical equipment should be USFDA(The product must be enlisted under US FDA and the quoted model must have US FDA permission to market in US & export to other countries AND / OR European CE (Declaration of Conformity European by European CE notified body with 4 digit identification number). The Quoted model name & make should be mentioned in the certificate.			
23	Pre-requisites of installation [Power (KVA, Phase, Hz) and any other requirement, if any]			
24	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years(2019-20, 2020-21 & 2021-22) (in INR) - to be certified by practicing Chartered Accountant as per format given in FORM 9			
25	Form 10: Declaration of Quality Certification of Equipment (as applicable)			
26	Self Declaration(in Company’s letterhead) by the tenderer that suitable trained service engineers shall be posted at three places of West Bengal(including details) for providing prompt, effective servicing, preventive maintenance and calibration during the period of warranty			

	as defined as well as CMC period			
27	Self Declaration (in Company's letterhead) by the tenderer regarding availability of spare parts for 10 (ten) years and Inventory of the Spare parts for 8 years after completion of warranty obligations.			



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:	
No. Of Box supplied :	
Place of destination (The dept. where the equipment will be actually installed):	
Invoice No. & Date:	
Details of Batch /Serial Numbers, if any of item supplied:	
..... (Signature & Office Seal of authorized representative of Consignees with date) [Name and designation of the signatory to be written capital letter]	
..... (Signature & Office Seal of Head of the Institute/ Hospital with date) [Name and designation of the signatory to be written capital letter]	



Form 3b: Satisfactory Installation Certificate (SIC)
(To be issued by the consignee after successful commissioning of equipment)

Bid Reference :

Award of Contract Reference :

Description of Equipment/Service :

Date of Commissioning :

Warranty upto :

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			

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 NHM is fitted with the equipment Yes No

Signature with stamp:

Name (in Block):

Designation :

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

Sl	Name	Designation	Contact No	E-mail ID (In CAPS)	Signature
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.

<p>Countersigned by the head of the institute/ hospital:</p> <p>Signature_____</p> <p>Name _____</p> <p>Designation with Stamp _____</p> <p>Date _____</p> <p>Phone No_____</p>
--

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

Name (in Block):

Designation with Stamp:

**Form 4: TECHNICAL SPECIFICATION FORM
(Technical Compliance Statement)**

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

Equipment: Offered Model:

<i>Sl</i>	<i>NHM's minimum Technical Requirements</i>	<i>Technical Compliance</i>	<i>Remarks</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 Manufacturer. Such certificate is not required where Manufacturer is the Tenderer.]

Date:
NIT No.:

To:
MD, NHM

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 FY: 2019-20, 2020-21 & 2021-22)

Bid no: _____ Date of Bid Opening: _____

Name of the Firm _____

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Total 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 Certified Chartered Accountant
 (Membership no., UDIN No.)

Form 7: Statement of Breakup of Duties and Taxes

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

Form 8(a): PRICES FOR CONSUMABLES / ACCESSORIES

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

NOTE: The Tenderers should furnish the Price of all the Consumables / Accessories (as applicable) of the offered equipment model in a separate sheet. If any Tenderer do not submit the price of any of the Consumables / Accessories , it will be presumed that those Consumables / Accessories 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		

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

Form 9: TURNOVER CERTIFICATE

(to be submitted in the letterhead of the certifying authority)

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

Signature and seal of Chartered Accountant
(Membership no., UDIN No.)

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 directivewhich 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, quality and safety of the equipment.
4. That the original copy/ photo copy of the CE certification of the offered model is enclosed and / or shall be subject to inspection on demand.
5. That the statements made in the above paragraphs are true to my knowledge and belief.

DEPONENT

Section VI. Contract Forms

Form 11: 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 NHM]*

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

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

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

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

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

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

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

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

² *Dates established in accordance with Clause 12 of the General Conditions of Contract ("GCG"). NHM should note that in the event of an extension of the time to perform the Contract, NHM 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, NHM 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 NHM's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*