



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

**Bid Reference No.:** HFW-41015(19)/3/2019-WBMSCL/NHM/1422/2020 **Dated:** 31/08/2020

**NOTICE INVITING e- TENDER FOR HIRING SERVICE PROVIDER FOR  
COLD CHAIN EQUIPMENT MAINTENANCE**

(Submission of Bid through NIC e tender portal)

**Annual maintenance of Cold Chain Equipment present in different Cold Chain  
Point under State Family Welfare Bureau, west Bengal.**

1. National Health Mission (hereinafter referred to as “NHM”) Government of West Bengal, has decided to float the e-Tender Notice for Annual Maintenance of Cold Chain Equipment present in different Cold Chain Point under State Family Welfare Bureau, West Bengal.
2. National Health Mission hereby invites bid from eligible bidders for Annual Maintenance of Cold Chain Equipment present in different Cold Chain Point under State Family Welfare Bureau, West Bengal.
3. Intending bidder may download the tender document from the e-tender portal of Govt. of West Bengal at [wbtenders.gov.in](http://wbtenders.gov.in) and the website of West Bengal Health at [www.wbhealth.gov.in](http://www.wbhealth.gov.in). The submission of bids should only be through online at [www.wbtenders.gov.in](http://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	02/09/2020
2.	Documents download start date (Online)	02/09/2020
3.	Date of <b>Pre Bid Meeting</b> with the intending Bidders in the <b>5<sup>th</sup> Floor Auditorium of Swasthya Sathi Building, Swasthya Bhaban Premises, GN-29, Sector V, Salt Lake, Kolkata 700091</b>	09/09/2020 03:00 PM
4.	Bid submission start date (On line)	16/09/2020
5.	<p><b>Bid submission closing (On line)</b></p> <p>Bid submission includes:</p> <p>i) Non statutory documents to be submitted under <u>My Space</u> (Each sub-category item should be in multiple page single PDF file)</p> <p>ii) BID – A (Should be in multiple page single PDF file)</p> <p>iii) BID – B (Should be in multiple page single PDF file)</p> <p>iv) BID – C (Bill of Quantity (BOQ) &amp; Prices of spare)</p> <p><b>Detailed list of documents annexed at Section V Check-List Form</b></p> <p>Non-statutory document (document uploaded in <u>My Space</u>), Bid – A &amp; Bid – B constitute the technical bid and Bid – C is the financial bid.</p> <p><b>Each scanned documents should have an index page indicating the name of the documents enclosed with page number.</b></p>	25/09/2020 05:00 PM
6.	Bid opening date for Technical Proposals ( <b>Online</b> ) (Bid A & B)	28/09/2020 03:00 PM
7.	Bidders to remain present at NHM office, Kolkata for identification	To be notified

	of the documents for the technical bid evaluation	later
8.	Functional demonstration of the equipment	To be notified later
9.	Submission of non-statutory wanting document (if any)	To be notified later
10 .	Opening of Financial Bid ( <b>Online</b> )	To be notified later

## Content of the Tender Document

- A. Important instruction to Bidders
- B. General
- C. Submission of bid
- D. Bid Evaluation Process
- E. General Conditions of Contract

### A. Important instruction to Bidders

#### 1. WORK SCHEDULE:

Sl. no	Name of the Work	Location of the Work	Name of the Districts under the division	No. Of Cold Chain points	Tentative Quantity of CCE	AMC contract period
1	Annual maintenance of Cold Chain Equipment	Presidency Division	Howrah	<b>64</b>	Details given in Annexure-3	3 Years
			Kolkata	<b>42</b>		
			Nadia	<b>57</b>		
			North 24 Parganas	<b>67</b>		
			Basirhat H D	<b>31</b>		
			South 24 Parganas	<b>45</b>		
			Diamondharbour HD	<b>22</b>		
2	Annual maintenance of Cold Chain Equipment	Burdwan Division	Birbhum	28	Details given in Annexure-3	3 Years
			Hooghly	<b>62</b>		
			Paschim Bardhaman	<b>26</b>		
			Purba Bardhaman	<b>45</b>		
			Rampurhat HD	15		
3	Annual maintenance of Cold Chain Equipment	Midnapore Division	Bankura	<b>30</b>	Details given in Annexure-3	3 Years
			Bishnupur HD	<b>13</b>		
			Jhargram	<b>14</b>		
			Paschim Medinipur	<b>44</b>		
			Purba Medinipur	<b>33</b>		
			Nandigram HD	<b>24</b>		
			Purulia	<b>41</b>		
4	Annual maintenance of Cold Chain Equipment	Malda Division	Dakshin Dinajpur	12	Details given in Annexure-3	3 Years
			Malda	<b>23</b>		
			Murshidabad	<b>45</b>		
			Uttar Dinajpur	<b>25</b>		

5	Jalpaiguri Division	Alipurduar	24	Details given in Annexure-3	3 Years
		Cooch Behar	39		
		Darjeeling	29		
		Jalpaiguri	27		
		Kalimpong	6		

**2. Tender Fees : Exempted**

3. **Earnest Money Deposit (EMD):** Bidders shall have to submit EMD of amount Rs. 1 lakh. EMD in respect to each division, has to be payable in ONLINE mode as per Finance Department G.O. No 3975 F(Y) dated 28th July 2017.

Refund of EMD: After declaration of Award of Contract (AOC) through the e-procurement portal, the EMD will be refunded to the unsuccessful bidder in the same route to the account from where the transaction was processed within reasonable time.

4. **Eligibility Criteria:** All applicants shall have to meet the minimum eligibility criteria in respect of both of the following:

**a) Technical criterion:**

- I. The intending agency/ firm should have valid Electrical license of the Government Licensing Board and
- II. The agency/ firm should have at least preceding 3 (three) years experience of similar types of works in any Govt. / Semi Govt./ Private organization or as authorized service provider of manufacturer of ILR & DF ( viz. Vest Frost, Haier & Existing make).
- III. Also, the agency / firms should have their own engaged qualified & experienced technician (Appointment letter & Last month EPF/ESI details may be submitted). Any type of appointed service dealers / service franchise / service representatives / sub contractors of the agency will not be allowed to carry out the job.
- IV. In addition, the agency/ firms must have necessary tools/gadgets & experience to maintain the temperature within +2° C to +8 °C in case of ILR & within -- 25 °C to – 15°C in case of DF in this field.

**b) Financial criterion:**

- I. The agency/ firm should have been awarded 1(one) job value not less than Rupees 25 lakhs in a single work order within last preceding three financial years.
- II. The bidders should have minimum average annual turnover (i.e. total turnover of the company) of 50 lakhs for last three financial years as per the Audited Accounts of the Organization.

5. **Performance Security:** To ensure due and satisfactory performance of its obligations, the service provider has to furnish a performance security. Performance security of amounting 3 Lakhs with validity of 3 years + 3 months against each agreement, to be submitted in the form of an irrevocable bank guarantee in favor of “National Health Mission” Within 14(Fourteen) days from the date of issuing of AoC.

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

6. **Signing of Agreement:** 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 bidder along with the AOC and Special Conditions for project, if any. Within 14 (fourteen) days of receipt of the AOC, the successful bidder shall be present to the NHM, West Bengal office along with the required value of Performance Security, the service agreement shall be signed between Mission Director, NHM, West Bengal and the successful bidder. The successful bidder/ bidders shall have to sign separate agreement and separate performance security for each individual Division. Contract will be initially signed for 1 year and every year the contract has to be renewed.

If a service provider's performance is not up to the satisfactory level of authority, the contract is liable to be cancelled to renewal.

7. **Contract Period:** The rate shall be valid for 3 years from the date signing of 1<sup>st</sup> agreement. The contract will be initially signed for 1 year from the date of signing of agreement. The contract will be renewed every year subject to satisfactory performance.

Any failure to comply with SOP on bidders half or serious fault deducted and reported time to time may invite non-renewal of agreement at the end of the assessment year. In such situation the contract will be awarded to the next lowest bidder.

The tenure of rate may be extended upto 1(One) year after the completion of 3 years, on the basis of satisfactory performance of the contract.

**Note1:** *Failure of the successful bidder to submit the above-mentioned Performance Security as decided by NHM and sign the agreement within 14(fourteen) days of issue of AOC shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.*

*Note2: Any wrong or misleading information provided by the Bidders during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in NHM for at least 3 years.*

**8. 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.

**9. Payment terms:** Separate invoice shall be prepared for AMC charges and spare parts. Payment shall be done from district on quarterly basis. Invoice for 25% of AMC value (each type of equipment) shall be submitted supported with Inventory list, PMS report, Calibration report (if any), monthwise summary report of servicing and any other document required by the authority.

Invoice for spare shall be submitted on actual consumption basis at the end of every quarter. Service provider shall submit all old spares at the respective district head quarter on time to time. Payment for spare shall be done by CMOH / State H&FWS (for Cold chain points of Kolkata) on verification of physical quantity (spare) submitted by service provider. District NHM engineers (Biomedical & Electrical) may be utilized for this purpose.

The service provider shall submit the invoice of previous quarter within 7th day of the following month to the CMOH / State H&FWS (for Cold chain points of Kolkata).

The inventory list shall be signed on or after the 20<sup>th</sup> of the last month of every quarter.

**Quarterly payment=** AMC charges of a quarter + Price of spare for the quarter.

**AMC charges of a quarter=** 25% X AMC rate X no. Of Equipment type 1 + 25% X AMC rate X no. Of Equipment type 2 +25% X AMC rate X no. Of Equipment type 3+.....

All submitted document shall be duly signed by equipment end user and counter-signed by authority of the facility. The payment shall be disbursed by the respective CMOH or NHM for the Cold chain point in Kolkata.

The penalty amount for the particular quarter must be deducted from bill submitted by service provider for that quarter.

**10. General Instruction:**

- a. Bidders are requested to study the tender document, terms & conditions carefully before submitting their bids. Submission of tender shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications.
- b. Tender documents should be downloaded from the E-tender portal of Govt. of West Bengal at [wbtenders.gov.in](http://wbtenders.gov.in) and the website of WB health at [www.wbhealth.gov.in](http://www.wbhealth.gov.in). The submission of bids should only be through online at [wbtenders.gov.in](http://wbtenders.gov.in).
- c. All pages of the bid submitted must be signed and sequentially numbered by the Bidder or authorized signatory of 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.
- d. Bidder/authorized representative may choose to be present on the specified date & time of opening of online e-bids. However, opening of bids will not be stopped for absence of any bidder or his authorized representative at the notified time.
- e. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any amendment, addenda issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.



## **B. General**

### **1. Clarification of Bid Document**

A prospective Bidder requiring any clarification of the Bidding Documents shall contact NHM in writing at [bme.spmu@gmail.com](mailto:bme.spmu@gmail.com)

### **2. Amendment of Bid Document**

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.

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.

### **3. 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, are accompanied by an accurate translation of the relevant passages into English and duly authenticated.

### **4. Fraud and Corruption**

It is NHM policy to require that Bidders, suppliers and 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 vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
- (c) Will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a NHM registered Vendor if it at any time determines that the vendor 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 vendor 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 vendor's accounting records and financial statements in connection with the contract.

Any vendor 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 vendors or any other party to the procurement activities. The absence of such cooperation may be sufficient grounds for the debarment of the vendor from NHM vendor roster and may lead to suspension following review by NHM Vendor Review Committee.

It is required that Vendors, 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 vendors.

## **5. Period of validity of Bids**

Bids shall remain valid for a period of 120 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.

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.

## **6. Earnest Money Deposit (EMD):**

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.

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

The EMD of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to Instructions to Bidders

*The EMD may be forfeited:*

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

## **7. Withdrawal, Substitution and Modification of Bids:**

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

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.

#### **8. Confidentiality**

Any effort by a Bidder 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 Bidders from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact NHM on any matter related to the bidding process, it should do so in writing.

**9. Currencies of Bid:** The Bidder shall quote in INR only.

## C. Submission of bid

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)

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	PAN card
2	COMPANY DETAILS	COMPANY DETAILS 1	a) Registration with registrar of Company or Partnership deed (as applicable). b) Trade License from Government/ Statutory Authority as applicable.
		COMPANY DETAILS 2	Electrical License of Government Licensing Board
3	CREDENTIAL	CREDENTIAL 1	Satisfactory Performance Certificate for at least for 3 (three) years of similar types of works in any Govt. / Semi Govt./ Private organization or as authorized service provider of manufacturer of ILR & DF
		CREDENTIAL 2	Copies of Work orders of similar types of works in any Govt. / Semi Govt. / Private organization or as authorized service provider of manufacturer of ILR & DF
4	DECLARATION	DECLARATION1	Income Tax returns for last 3 financial years
		DECLARATION2	15 – digit Goods and Services Taxpayer Identification Number (GSTIN) (GST Registration)
		DECLARATION3	Tender Application Form as per Form 2
5	EQUIPMENT	MACHINERIES 1	Electrical Supervisors Certificate (At least Part 1,2 & 11)
		MACHINERIES 2	Experience certificates of maintaining the temperature within: A. +2 <sup>0</sup> C to +8 <sup>0</sup> C in case of ILR in this field B. -25 <sup>0</sup> C to -15 <sup>0</sup> C in case of DF in this field
		MACHINERIES 3	Temperature Calibration Device details duly certified by appropriate authority for both ILR & DF
6	FINANCIAL	P/L & BALANCE	P/L & Balance sheet (2016-2017)

	L INFO	SHEET 2016-2017	
		P/L & BALANCE SHEET 2017-2018	P/L & Balance sheet (2017-2018)
		P/L & BALANCE SHEET 2018-2019	P/L & Balance sheet (2018-2019)

**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 duly Notarized stating that “This is to confirm that no litigation is pending on date and no penal measures were taken against the Organization till date under applicable Acts and laws”

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

1	Check List format given in <b>Form 1</b>
2	Details of service engineers engaged by the agency (Form 5) along with appointment letter, Last month EPF/ESI details and qualification details.
3	Average Annual Turnover of the Company in electrical equipment servicing division during the last 3 Financial Years (in INR) - to be certified by practicing Chartered Accountant as per format given in <b>Form 3</b>
4	Project Under Taking in the format given in Form 4

**(c) BID – C [Bill of Quantity (BOQ) & Price of spares]**

BOQ shall contain the financial quotes in respect of

**i) AMC charges for all types of Cold chain equipment:** Bidder shall quote AMC rate of all individual types of Cold chain Equipment given in the BOQ format. Quoted rate shall be included the charges for Preventive Maintenance Service, breakdown service charge, calibration charge, freight charges, and any other charges as applicable excluding GST. Applicable GST will be paid as extra.

**ii) Total price of all types of spare of Cold chain equipment:** Bidder shall quote sum of prices of spares mentioned in the Form 6.

Bidder shall be selected on the basis of lowest quoted Total AMC charge of all equipment by the bidder for a particular division. Bidders can quote for multiple Divisions, in such case bidders has to submit separate application. BoQ to be uploaded in .xls format. The AMC rate shall be quoted excluding of all taxes. The payment of applicable taxes will be paid extra.

**Prices of Spares:** The bidder should upload the following statements in PDF in addition to BOQ in .xls

- (i) Price of Spares as per Form 3.

***Note 1: List of types of Cold Chain Equipments, for which AMC rate to be quoted, are given Annexure- 1***

***Note 2: List of spare required for different types of Cold Chain Equipments are given in Annexure- 2***

***Note 3: If any new type of cold chain equipment supplied, that equipment also to be included in the inventory and the AMC rate shall be decided on pro-rata basis, i.e. the AMC rate of similar type and similar size equipment.***

***Note 4: All rates should be quoted in INR only.***

## D. Bid Evaluation Process

### Evaluation of Bids:

#### 1. 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 2 (NIT Acceptance Form) duly notarized**
- ii) **Scrutiny of documentary evidence as per Form 1: Check-list,**
- iii) **Evaluation of Competency:** The number of qualified & experienced service engineers available in different location of West Bengal shall be enquired by the NHM. The evaluation also shall be done based on the availability of necessary tools, certified calibration gadgets; in addition to the availability of different spares and the presently available qualified, experienced Manpower engaged with the bidder.

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

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

#### 2. Financial Evaluation:

Financial Bids (Bid - C) of the technically qualified Bidders would only be opened. **Comparison of Financial Bids would be based lowest rate quoted by the bidders for a particular division. Multiple bidders can be selected for the entire project.**

*N.B:- THE DECISION OF THE NHM AUTHORITY AT ANY STAGE OF THE TENDER PROCESS WILL BE FINAL AND BINDING IN THIS MATTER.*

### Responsiveness of Bids

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

A substantially responsive Bid is one that conforms to all the terms and conditions of the Bidding Documents.

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



### **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 Bidders.

If at any stage of the project, starting from calling of e-tenders to award of contract & its subsequent execution during the period of contract, NHM finds out that there have been material suppression of evidence/information, contract revoking process may be started with forfeiture of Performance Security provided unsatisfactory response/clarification is received from the awardee. The awardee shall have to continue giving maintenance services, till the time a fresh e-Tender call is matured.

## E. General Conditions of Contract

### Table of content:

Section	Content
1	Objective
2	Scope of work
3	Area of Operation
4	Duration of services
5	Policy of Payment
6	Manpower
7	Special Terms and Condition of this project
8	Penalty clauses
9	Force Majeure
10	Grievance Redressal System
11	Indemnity
12	Governing Law and Jurisdiction
13	Causes for termination
14	Miscellaneous

#### 1. Objective:

The objective is to arrange Comprehensive Maintenance of all Cold Chain Equipment in all Cold Chain Point under State Health & Family Welfare, Government of West Bengal. The entire chain of inventory requires maintenance of a particular temperature and other physical conditions. To achieve this, a standardized protocol is essential. The following, attempts to achieve the same.

#### 2. Scope of Work:

The scope of works encompasses four major areas discussed in the following:

- 1. Servicing of Equipment:** Service provider shall have to attend any break down calls within 24 hours and satisfactorily service a complaint within 48 hours of the complaint being lodged. The breakdown calls will be lodged either through e-mail or through phone calls. The service provider has to provide one register e-mail Id and contact number for call registration. Moreover, updated escalation matrix shall also be provided by the service provider to the department in due course of time, as & when asked by the latter.

- II. **Preventive Maintenance Service:** Preventive Maintenance Service is defined as procedures that reduce the likelihood of equipment *failure* and extend the life of equipment, for example calibration, routine part replacement, lubrication or cleaning. Preventive maintenance activities shall be conducted for all equipment once in every quarter to ensure optimum output of the same.
- III. **Inventory:** The inventory has to be updated once in the beginning and subsequently should be updated every quarter. The update of inventory involves inclusion of new items and exclusion of condemned one. This should be enumerated in a list which has to be presented with the invoice, duly signed by the concern authority. On or after 20<sup>th</sup> of every 3<sup>rd</sup> month of each quarter, the inventory list must be updated and duly verified by the authority of facility.
- IV. **Beyond Economic Repair:** Equipments which are beyond economic repair are to be recommended by the selected agency and the final approval shall be finalized by the authority after the technical verification. The technical verification shall be conducted by authority or agency authorized by the authority.
- V. **Calibration:** All equipment, for which calibration is required, to be calibrated once in 6 months. Calibrators should be certified by the appropriate authority.

### 3. Area of Operation:

The service provider shall provide Comprehensive Maintenance of Cold Chain Equipment listed in Annexure 1 in all Cold Chain point under Department of Health & Family Welfare, West Bengal, i.e. Sub Centers, GP head quarter, PHC, Subdivision level hospital, state general hospital, District level hospital & Medical College & Hospital, Municipality, Municipal Corporation, railway hospital and all other unit of West Bengal, where cold chain points under SFWB exist.

### 4. Duration of service

The initial contract shall be valid for 3 Years from the date of signing of agreement. The tenure of agreement may be extended upto 1(One) year on the basis of satisfactory performance of the contract.

## **5. Policy of Payment:**

The Service Provider shall prepare monthly reports of servicing work and change of spare, submit such reports quarterly to the District / State Authority (as applicable). The selected service provider shall be required to submit invoices completed in all respect by 7<sup>th</sup> (Seventh) day after completion of every 3 months (1 Quarter) to Authority for the previous quarter. Service provider shall also submit old spare physically at the district head quarter for physical verification with [proper receipt from the authority.

The invoices shall be supported by monthly reports, inventory list. PMS report and such other reports or documents as may be requested by the Authority from the service provider from time to time.

Monthly performance reports shall be signed by equipment handler looking after the Cold Chain Point and countersigned & sealed by head of the facility.

The bill amount shall be paid by district/state authority within 60 days from the date of submission of invoice completed in all aspects.

## **6. Manpower**

The Service Provider shall be responsible to comply with all applicable labour legislation in force in respect of the manpower appointed in respect of execution and implementation of the maintenance activities and shall indemnify and keep indemnified the Authority for any claim, action or demand whatsoever in that regard.

## **7. Special Terms and Condition of this project**

- I. The agency must provide at-least 4(Four) preventive services of equipments in a year ( In a frequency of every three months) routinely and in addition will attend any break down calls within 24 hours from the time of receiving of complain and rectify within 48 hours of breakdown. In special circumstances, the agency will have to obtain permission from competent authority with proper and justified reason for delay. Maintenance should be carried out by well experienced technicians in this field.
- II. An automatic system generated complaint mechanism may be developed by Department in due course of time during the contract period which will

subsequently be incorporated with the existing terms & conditions of this project.

- III. The selected service provider shall submit the escalation matrix with e-mail Id & contact no. The calls may be logged through e-mail or phone call. In this connection the selected service provider shall provide a register contact number & a register e-mail ID.
- IV. Service provider shall have to prepare facility wise monthly summary report of servicing work done against the break down calls and have to submit to the district / state( for Kolkata) authority with duly signed by authority of the particular facility.
- V. Service provider shall have to submit all the old spare (which has been replaced at the site) at district or state head quarter (for Kolkata) for verification. Service provider shall claim amount for charges of spare quarterly on actual consumption basis.
- VI. Service provider shall have to prepare 3 copies service report against each break down call. One copy service report to be with authority of particular facility, one copy to be submitted to district / state( for Kolkata) authority and remaining one copy shall be with service provider. Same shall be followed for PMS & Calibration. All necessary format of the service report will be given along with agreement.
- VII. Defective equipment will be repaired ONLY at the site and should not be moved to the Workshop of service provider. But in special case, it will be allowed with prior approval of appropriate authority and in that case the agency will arrange transportation as well as reinstallation of the machine free of cost.
- VIII. Installation / reinstallation of ILR / DF is to be carried out by the agency free of cost if required.
- IX. The cabinet temperature should be maintain within + 2<sup>0</sup> C to + 8<sup>0</sup> C in case of ILR and within -25<sup>0</sup> C to – 15<sup>0</sup> C in case of DF.
- X. In case equipment is seems to be beyond economic repair, the service provider can only recommend to for BER with proper justification. The service provider shall have to prepare & submit the BER format along with the necessary document to district authority, duly signed by service engineer,

end user & authority of particular facility. The district shall have to verify physically and along with their remarks shall have to put up the file to state authority for the final approval.

- XI. The service provider shall have to update the inventory between 20<sup>th</sup> day to 30<sup>th</sup> day of every last month of each quarter and submit along with the invoice to the district/ state authority. The inventory list must be duly verified and signed by the authority of facility.
- XII. The service provider shall have to update the inventory in every 3 months and submit along with the invoice to the district authority / state authority.
- XIII. The service provider must have either main office or one branch office in West Bengal along with telephone number, email and fax for communication.
- XIV. If any new type of cold chain equipment supplied by central the AMC rate shall be decided on pro-rata basis.

#### **8. Penalty Clauses:**

The service provider shall confirm 24x7, 365 days service with an uptime of 96% (i.e 350 days out of 365 days) for all Cold Chain Equipment in all Cold Chain point. Scope of work-while managing the prescribed limits of downtime, the service provider shall ensure at no point of time in a single breakdown the unserviceable period should exceed 48 hours from the time of registration of fault. In case the equipment is repaired beyond 48 hours but before 72 hours, the service provider has to submit an explanation report to the hospital and district authority in writing.

In case the equipment is dysfunctional beyond 72 hours, penalty of 5000/- Rs per day would apply to every extra day beyond 72 hours. If such delays happened 10 times per month / 20 times per quarter per division, in both cases the contract will be liable to cancel and the service provider shall be blacklisted for 3 years.

The penalty amount will be deducted from the quarterly invoice value.

#### **9. Force Majeure:**

- I. The Service Provider shall not be liable for imposition of any penalties, so long the delay and/or failure of the Service Provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.

- II. For purposes of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non –performance or delay in performance. Such events may include, but are not restricted to, acts of the Authority either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, pestilence, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- III. If a Force Majeure situation arises, the Service Provider shall promptly notify the Authority in writing of such conditions and the cause thereof within 7 (seven) days of occurrence of such event. Unless otherwise directed by the Authority in writing, the Service Provider shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- IV. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding thirty (30) days, either party may at its option terminate the contract without any financial repercussion on either side.
- V. In case due to a Force Majeure event, the Authority is unable to fulfill its contractual commitment and responsibility, the Authority will notify the Service Provider accordingly and subsequent actions taken on similar lines described in above sub-clauses.

#### **10. Grievance Redressal System:**

- I. The Service Provider shall formulate a grievances redress mechanism. All the complaints and feedbacks shall be recorded and the Service Provider shall maintain the records for the entire duration of the Agreement. All the complaints pertaining to scope of service shall be solved within 2 days (48 hours) from the date of receiving the complaints.
- II. The Service Provider shall also address to all complaints pertaining to project, either verbally or in written, from the Department, or any other sources within 2 days (48 hours) from the date of receipt of complaint.

#### **11. Indemnity**

The service provider shall indemnify and hold the authority harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by the service provider arising whether directly or indirectly as a result of the breach by the service provider of any of the service provider's obligations under the contract save to the extent such claims, liabilities, costs, damages and expenses were caused by the gross negligence, default or omission of the service provider or its employees.

Notwithstanding the termination of the contract, the service provider shall indemnify and hold the service provider harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by the service provider during the subsistence of this contract.

## **12. Governing Law and Jurisdiction**

The Bidding Process, the Tender Documents and the Bids shall be governed by, and construed in accordance with, the laws of India and the competent courts at the State capital shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

## **13. Causes for termination**

- I. The contract shall terminate by efflux of time on the expiry of the contract Period.
- II. Authority may terminate the contract for any of the following events of default (Event of Default) on the part of service provider:
  - a) The service provider is in material breach of the contract and in case such breach is rectifiable and the service provider fails to cure such breach within a period of 7 days from the receipt of notice from NHM; The service provider transfers or creates any Encumbrance, charge or lien over any of the Project Facilities in favour of any person / agency; The service provider transfers or fails to perform any of its obligations specified under the contract; The service provider collects fees in any form, from the Beneficiaries / users;
  - b) The service provider does not maintain the Performance Security as provided in the tender.
  - c) The service provider is adjudged bankrupt or insolvent or a trustee or receiver is appointed for the service provider or for any of its property that has a material bearing on the Project;



- d) Petition for winding up of the service provider is admitted by a court of competent jurisdiction;
- e) The service provider abandons the operations of the Project for more than 10 (ten) consecutive days without the prior consent in writing of NHM; Provided that the service provider shall be deemed not to have abandoned such operation if such abandonment was as a result of Force Majeure Event and is only for the period when such Force Majeure Event is continuing.
- f) The service provider repudiates the contract or otherwise evidences an intention not to be bound by the contract.
- g) Save and except as otherwise provided and without prejudice to any other right or remedy which the NHM may have in respect thereof under the contract, upon the occurrence of any Event of Default by the service provider, the Authority shall issue a notice to the service provider to cure such Default and on the failure of the service provider to cure such Default within 30 (thirty) days from date of issue of such notice, the NHM shall be entitled to terminate the contract forthwith by a termination notice to the service provider and the termination shall be effective from the date notified to the service provider.
- h) NHM shall be entitled to enforce the Performance Security and the Bank Guarantee and recover the amount due to it in respect of such claim, damages, rights or remedy without prejudice to its rights.
- i) Notwithstanding anything to the contrary contained in the contract, termination of the contract shall be without prejudice to other rights of the Authority including its right to claim and recover damages and other rights and remedies which it may have in law or under the contract.
- j) Notwithstanding anything contained in the contract, the NHM may terminate the contract if it is found after execution of the contract that Selected Bidder has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, collusive practice, coercive practice, undesirable practice or restrictive practice in the Bidding process. In such circumstances, the NHM shall be entitled to forfeit and appropriate / invoke the Bid Security or Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to the NHM under the contract.
- k) Upon expiry or earlier termination of the contract, the service provider shall:
  - notify NHM forthwith about the location and particulars of all Project Facilities; and

- deliver forthwith the possession and control to NHM or any person designated by Authority and other Project Facilities including software thereof but excluding manpower in working and operable condition, free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by Authority and under Applicable Laws for fully and effectively divesting the service provider of all of the rights and interests in the Project.
- III. The Service provider may terminate the contract, by not less than Thirty (30) days written notice to the NHM, in case of the occurrence of any of the events as mentioned below –
- (a) If the NHM fails to pay any money due to the Second Party pursuant to the contract.
  - (b) If, as the result of Force Majeure, the Second Party is unable to perform a material portion of the services for a period of not less than thirty (30) days.
  - (c) If the NHM is in material breach of its obligations pursuant to the contract and has not remedied the same within thirty (30) days (or such longer period as the Second Party may have subsequently approved in writing) following the receipt by the NHM of the Second Party's notice specifying such breach.

#### **14. Miscellaneous:**

- I. The bidding process shall be governed by, and construed in accordance with, the laws of India and the Courts in the state of West Bengal shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding process.
- II. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - a) cancel the Bidding process and/ or amend and/ or supplement the bidding process or modify the dates or other terms and conditions relating thereto;
  - b) Consult with any Bidder in order to receive clarification or further information;
  - c) Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/or
  - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any bidder.

- e) It shall be deemed that by submitting the bid, the bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the bidding process and wives, to the fullest extent permitted by applicable laws, any and all rights and or claims it may have in this respect, whether actual or contingent, whether present or in future.

## Annexure- 1

### List of Cold Chain Equipment to be included under the Contract

Sl. No	Type of CCE
1	Ice-Lined Re-freezer (CFC / NON-CFC) 140 ltr. Vest Frost
2	Ice-Lined Re-freezer (CFC / NON-CFC) 300 - 400 ltr. Vest Frost
3	Ice-Lined Re-freezer (Free CFC, Haier make) - 70 ltr
4	Ice-Lined Re-freezer (Free CFC, Haier make) - 200 ltr
5	Deep freezer (CFC / NON-CFC) 140 ltr. Vest Frost
6	Deep freezer (CFC / NON-CFC) 300- 500 ltr. Vest Frost
7	Deep freezer (CFC / NON-CFC) 116 ltr. Haier
8	Deep freezer (CFC / NON-CFC) 286 ltr. Haier
9	Ice lined Re-freezer - 200 Ltr Cellfrost
10	Electrolux TCW - 1151 / 1190 ( CFC / NON-CFC)
11	Ice-Lined Re-freezer (CFC / NON-CFC) 140 ltr. Blue Star
12	Ice-Lined Re-freezer (CFC / NON-CFC) 300-500 ltr. Blue Star
13	Deep freezer (CFC / NON-CFC) 140 ltr. Blue Star
14	Deep freezer (CFC / NON-CFC) 300-500 ltr. Blue Star
15	Indian Deep Freezer 225-280 ltr
16	1 KVA Voltage Stabilizer ( Sagar/ Electroguard / SG / Chint etc.)

**Annexure- 2**  
**List of Spare Required**

Sl. No	Type of Spares
1	Single phase Compressor ILR - Large Make-Emersion (KCE-444 HAG) /Tecumesh (THK1365)/ Kirloskar/ LG MA88/Godrej/Equivalent)
2	Single phase Compressor ILR- Small Make-Emersion (KCN-413)/ Tecumesh(THK1352)/ Kirloskar/ LG(MA53)/Godrej/ Equivalent
3	Single phase Compressor DF- Large / Indian DF Make-Emersion (KCN-411)/ Tecumesh(THK1365)/ Kirloskar/ LG(MA69/MA88/Godrej/KCJ423LAG/LGMA72/Equivalent)
4	Single phase Compressor DF- Small Make-Emersion (KCN-372)/ Tecumesh(THK1365)/ Kirloskar/LG(MA69/Godrej/Equivalent)
5	Single phase Compressor Electrolux/Cell frost Make-Emersion (KCN-411)/ Tecumesh(THK1365)/ Kirloskar/ LG(MA69/Godrej/Equivalent)
6	Fan Motor Set 30 watts / Equivalent rating.
7	Fan Motor Set 10 watts / Equivalent rating
8	Relay / Overload Protector Make-Tecumesh / LG / Dan Foss / Kirloskar/Godrej/ Equivalent
9	Starting Capacitor / Running Capacitor Make-Sarada (25/36/ 80 / 100 / 150 / 200) Mfd / ISI mark
10	Thermostat for ILR & DF Make-Danfoss / Annapurna / Rock well / ISI mark
11	Hinge equivalent
12	Filter Drier / Strainer as per standard
13	Battery(Dry cell) Equivalent
14	Microprocessor for ILR / DF Equivalent

15

Copper pipes (1/4 inch) / Set / Capillaries 3/8/.44 inch

## Annexure- 3

### Tentative List of Inventory

Sl. No	Type of Equipments	Capacity	Make	Coch Behar	Jalpaiguri	Alipurduar	Darjeeling	Kalimpong	Kolkata	U. Dinajpur	D. Dinajpur	Malda	Murshidabad	Birbhum	Rampurhat	Purba Bardhaman	Paschim Bardwan	Purulia	Paschim Midnapore	Jhargram	Purba Midnapore	Nandigram	Howrah	Hogly	Nadia	N 24 Pgs	Basirhat HD	S 24 Pgs	Diamdharbour HD	Bankura	Bishnupur HD	Total
1	<b>No of Cold Chain Points</b>			39	27	24	29	6	42	25	12	23	45	28	15	45	26	41	44	14	33	24	64	62	57	67	31	45	22	30	13	<b>933</b>
2	Ice-Lined Re-freezer (CFC / NON-CFC)	140 Ltr	Vest Frost	50	24	26	33	4	90	25	16	30	76	19	10	67	31	33	67	12	44	33	84	100	76	71	26	56	45	53	18	<b>1219</b>
		300 - 500 Ltr	Vest Frost	33	18	22	13	2	24	17	6	24	76	39	23	36	29	36	34	19	27	22	39	23	41	51	28	32	32	14	18	<b>778</b>
3	Ice-Lined Re-freezer (Non-CFC)	70 Ltr	Haier	14	16	18	15	8	17	19	10	21	45	19	17	15	7	27	17	13	13	11	17	12	15	17	9	34	13	21	8	<b>468</b>
		200 Ltr	Haier	7	3	4	4	0	6	6	6	12	8	5	1	10	2	4	4	2	5	3	5	5	4	9	3	5	4	4	0	<b>131</b>
4	Deep freezer (CFC / NON-CFC)	140 Ltr	Vest Frost	33	32	20	22	4	74	25	12	29	47	15	18	48	21	37	52	20	24	28	56	47	43	33	19	30	33	34	21	<b>877</b>
		300-500 Ltr	Vest Frost	5	1	1	2	0	4	4	0	2	8	1	0	2	0	2	6	0	4	0	3	5	1	5	0	2	0	0	0	<b>58</b>
5	Deep freezer (CFC / NON-CFC)	116 Ltr	Haier	32	17	15	18	3	21	17	14	26	44	30	17	38	14	37	33	19	32	21	31	37	33	45	25	34	20	11	10	<b>694</b>
		286 Ltr	Haier	5	6	6	6	1	12	6	7	4	13	7	3	10	5	4	4	1	5	2	10	7	13	12	6	9	2	7	2	<b>175</b>
6	Ice lined Re-freezer	200 Ltr	Cellfrost	0	2	1	1	0	0	0	0	0	0	0	0	0	0	4	3	2	3	1	0	0	0	0	0	0	0	1	0	<b>18</b>
7	Electrolux TCW - 1151 / 1190 (CFC / NON)	300-500 Ltr	Electrolux/ Voltas	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	1	1	0	0	0	<b>5</b>	
8	Ice-Lined Re-freezer (CFC / NON-	140 Ltr	Blue Star	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	<b>1</b>	
		300-500 Ltr	Blue Star	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15	6	0	0	1	3	0	1	0	0	1	0	0	<b>27</b>





## Form 1 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: Company / Consortium

Applying for: Presidency Division / Burdwan Division / Mindnapore Division/ Malda Division/ Jalpaiguri Division (Please Tick)

Annual Turn Over: Rs.....

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

Sl. No.	Activity	Yes/No/NA	Submitted under	Page No.	Remark
1	PAN card				
2	Registration with registrar of Company or Partnership deed (as applicable).				
3	Trade License from Government/ Statutory Authority as applicable.				
4	Electrical License of Government Licensing Board				
5	Satisfactory Performance Certificate for at least for 3 (three) years of similar types of				

	works in any Govt. / Semi Govt. organization or as authorized service provider of manufacturer of ILR				
6	Satisfactory Performance Certificate for at least for 3 (three) years of similar types of works in any Govt. / Semi Govt. organization or as authorized service provider of manufacturer of DF				
7	Copies of Work orders of similar types of works in any Govt. / Semi Govt./ Private organization or as authorized service provider of manufacturer of ILR & DF				
8	Income Tax returns for last 3 financial years				
9	15 – digit Goods and Services Taxpayer Identification Number (GSTIN) (GST Registration)				
10	Tender Application Form as per Form 2				
11	Electrical Supervisors Certificate(At least Part 1,2 & 11)				
12	Experience certificates of maintaining the temperature within: +2 <sup>0</sup> C to +8 <sup>0</sup> C in case of ILR in this field				
12	Experience certificates of maintaining the temperature within: -25 <sup>0</sup> C to -15 <sup>0</sup> C in case of DF in this field				
13	Temperature Calibration Device details duly certified by appropriate authority for both ILR & DF				
14	P/L & Balance sheet (2016-2017)				
15	P/L & Balance sheet (2017-2018)				
16	P/L & Balance sheet (2018-2019)				
<b>Sl. No.</b>	<b>Activity</b>	<b>Yes/No/NA</b>	<b>Submitted under</b>	<b>Page No.</b>	<b>Remark</b>
17	Earnest Money Deposit (EMD)				
18	Declaration of the bidder on letter head that “This is to confirm that no litigation is pending on date and no penal measures were taken against the Organization under applicable Acts and laws”				
<b>Sl.</b>	<b>Activity</b>	<b>Yes/No/NA</b>	<b>Submitted</b>	<b>Page</b>	<b>Remark</b>

No.		NA	ed under	No.	
19	Check List format given in <b>Form 1</b>				
20	Details of service engineers engaged by the agency (Form 6) along with appointment letter, Last month EPF/ESI details (if applicable) and qualification details.				
21	Average Annual Turnover of the Company in electrical equipment servicing division during the last 3 Financial Years (in INR) - to be certified by practicing Chartered Accountant as per format given in <b>Form 4</b>				
22	Project Under Taking in the format given in Form 5				

## Form 2

# Tender Application

(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)

Date: .....

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

**Name of Contract:** Comprehensive maintenance of Cold Chain Equipment present in different Cold Chain Point under State Family Welfare Bureau, *[Name of the district]* west Bengal

To  
Mission Director,  
National Health Mission,  
4<sup>th</sup> Floor, Swasthya Sathi,  
GN- 29, Sector – V, Salt Lake,  
Kolkata - 700 091

Sir,

I/We, the undersigned hereby accept all the terms and conditions of the Bid Reference No.:....., **Dated** - ..... and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to provide Comprehensive maintenance of Cold Chain Equipment present in different cold chain point under State Family Welfare Bureau, west Bengal in conformity with your above referred document.

I/ 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) I/ We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of

the Bidder for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Proposal are true copies of their respective originals.

- a) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents. However, the prices quoted by us and accepted by NHM shall hold good and remain valid for a period of **3(three)** years from the date of signing of the contract and no additional claims will be made on account of any price variation or fluctuation in market rates. The rate quoted shall remain binding upon us and may be accepted at any time before the expiration of **3(three)** years.
- b) If our bid is accepted, we will submit a performance security within 14 (fourteen) days of issuance of Award of Contract (AOC) in the prescribed format as given in the bid document.
- c) Our company has been incorporated in accordance with the laws of \_\_\_\_\_  
(*insert name of country of incorporation*) and governed by them.
- d) We have never been blacklisted by any Government Department/ Agency in India during the last 5 years.
- e) There is no adverse report against the service provided by us in any Government Department / Agency in India.
- f) We will permit NHM or its representative to inspect our accounts and records and other documents relating to the bid submission.

We also understand that:

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

## TURNOVER CERTIFICATE

I certify that Average Annual Turnover of *(insert the name of the company)* during the last 3 Financial Years ....., ....., ..... is Rs. .... and Average Annual Turnover on electrical equipment maintenance during last 3 Financial Years ....., ....., ..... is Rs. .... as per the Audited Accounts of the Organization.

Sl. No	Financial Year	Company Turnover (in Rs)	Turnover on electrical equipment maintenance (in Rs)
1	FY 2016-17		
2	FY 2017-18		
3	FY 2018-19		
4	<b>Average Turnover of last 3 years</b>		

Signature and seal of Chartered Accountant

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**Form 4**

**Project Undertaking**  
(On the Letter head of the single entity/ Lead Member)

To,

Mission Director,  
National Health Mission,  
4<sup>th</sup> Floor, Swasthya Sathi,  
GN- 29, Sector – V, Salt Lake,  
Kolkata - 700 091

Subject: Proposal providing 24 x 7 Maintenance Services through Service  
Provider across all districts in WEST BENGAL.

Dear Sir/Madam,

We have read and understood the Request for Proposal (RFP) in respect of the captioned Project provided to us by the National Health Mission, Department of Health & Family Welfare, Government of WEST BENGAL

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unconditional in all respects and we agree to the contents, terms and conditions of the tender document provided to us.

Dated this.....Day of .....2017.

Name of the Bidder

Signature of the Authorized Representative Name of the Authorized Representative

Note: To be signed by the Authorized Representative of the Lead Member, in case of a consortium, eligible to submit the bid.



**Form 5**

**List of service engineers/ Technician Engaged**

Sl. No	Name of the Service Engineer/ Technician	Qualification	Year of Experience in this field	Appointed on	Last Month EPF/ESI (if applicable)	Presently Posted at	Service Area

**Signature of Bidder**

## Form 5

### Price of spares

[To be submitted in financial bid only]

Sl. No	Type of Spares	Price (in INR) Excluding GST
1	Single phase Compressor ILR - Large Make-Emersion (KCE-444 HAG) /Tecumesh (THK1365)/ Kirloskar/ LG MA88/Godrej/Equivalent)	
2	Single phase Compressor ILR- Small Make-Emersion (KCN-413)/ Tecumesh(THK1352)/ Kirloskar/ LG(MA53)/Godrej/ Equivalent	
3	Single phase Compressor DF- Large / Indian DF Make-Emersion (KCN-411)/ Tecumesh(THK1365)/ Kirloskar/ LG(MA69/MA88/Godrej/KCJ423LAG/LGMA72/Equivalent)	
4	Single phase Compressor DF- Small Make-Emersion (KCN-372)/ Tecumesh(THK1365)/ Kirloskar/LG(MA69/Godrej/Equivalent)	
5	Single phase Compressor Electrolux/Cell frost Make-Emersion (KCN-411)/ Tecumesh(THK1365)/ Kirloskar/ LG(MA69/Godrej/Equivalent)	
6	Fan Motor Set 30 watts / Equivalent rating.	
7	Fan Motor Set 10 watts / Equivalent rating	
8	Relay / Overload Protector Make-Tecumesh / LG / Dan Foss / Kirloskar/Godrej/ Equivalent	
9	Starting Capacitor / Running Capacitor Make-Sarada (25/36/ 80 / 100 / 150 / 200) Mfd / ISI mark	
10	Thermostat for ILR & DF Make-Danfoss / Annapurna / Rock well / ISI mark	
11	Hinge equivalent	
12	Filter Drier / Strainer as per standard	
13	Battery(Dry cell) Equivalent	
14	Microprocessor for ILR / DF Equivalent	
15	Copper pipes (1/4 inch) / Set / Capillaries 3/8/.44 inch	
<b>16</b>	<b>Total price of all type of spare (to be quoted in BOQ)</b>	

**Signature of Bidder**

"Bank Guarantee Format"  
Prescribed format for Performance Bank Guarantee by the Bank

*[Insert: No Performance Security shall be requested or the bank, as requested by the successful bidder, 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 Service Provider]* (hereinafter called "the Service Provider") has entered into Service Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the servicing of *[description of related Services]* (hereinafter called "the Service Contract").

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

At the request of the Service provider, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Service provider to be in default under the Service 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]*, and any demand for payment under it must be received by us at this office on or before that date.

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

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

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<sup>1</sup> *The Bank shall insert the amount(s) specified in the contract either in the currency (INR) of the Contract or a freely convertible currency acceptable to NHM.*