



HLL Infra Tech Services Limited
(100% subsidiary of HLL Life Care Limited)
(A Government of India Enterprises)
Corporate Office:
B-14A, Sector-62, Noida-201307 (UP)
Ph.: +91 120-4071500

E-TENDER NOTICE
(Limited Tender)

Sealed and super scribed tenders are invited for providing Comprehensive Maintenance of Bio-Medical equipment at all the Medical Colleges & Hospitals, District Hospitals, Sub Divisional Hospitals, State General Hospitals, Block Primary Health Centers, Rural hospitals, Primary Health Centers, Sub Centers, Urban Primary Health Centre and other Health Units fallen in the Administrative Division of Health and Family Welfare Department under Government of West Bengal.

The Important dates relating to the tender are as follows: -

- | | |
|--|-----------------------|
| 1) Date of Issue of tender: | 16.03.2024 |
| 2) Date of Pre-bid Meeting: | 19.03.2024 at 3:00 PM |
| 3) Last date of submission of tender bids: | 22.03.2024 by 3:00 PM |
| 4) Date and time of opening of tender(s): | 23.03.2024 by 4:30 PM |

NOTICE INVITING TENDER

BID NO.: HITES/BMEM/WB/2023-24/.....

HLL INFRA TECH SERVICES LTD.

HLL Infra Tech Services Ltd.(HITES) invites online Bid from **the eligible Empaneled Service providers of HLL Infra Tech Services Ltd. for BMEM services** for “Providing Comprehensive Maintenance of Bio-Medical equipment at all the Medical Colleges & Hospitals, District Hospitals, Sub Divisional Hospitals, State General Hospitals, Block Primary Health Centers, Rural hospitals, Primary Health Centers, Sub Centers, Urban Primary Health Centre and other Health Units fallen in the Administrative Division of Health and Family Welfare Department under Government of West Bengal. ”.

The eligible Empaneled Service providers (ESP) may download RFP document from the e-tender portal www.etenders.gov.in. and www.hllhites.com. The last date of submission of RFP is 22.03.2024 at 15.00Hrs

For Corrigendum's / Amendments, if any issued subsequently will be notified in the above website only.

DVP (FMD)
HLL Infra Tech Services Ltd.

DISCLAIMER

HLL INFRA TECH SERVICES LTD. (HITES) HAS PREPARED THIS DOCUMENT TO PROVIDE BIDDERS, THE BACKGROUND / INFORMATION FOR **“PROVIDING COMPREHENSIVE MAINTENANCE OF BIO-MEDICAL EQUIPMENT AT ALL THE MEDICAL COLLEGES & HOSPITALS, DISTRICT HOSPITALS, SUB DIVISIONAL HOSPITALS, STATE GENERAL HOSPITALS, BLOCK PRIMARY HEALTH CENTERS, RURAL HOSPITALS, PRIMARY HEALTH CENTERS, SUB CENTERS, URBAN PRIMARY HEALTH CENTRE AND OTHER HEALTH UNITS FALLEN IN THE ADMINISTRATIVE DIVISION OF HEALTH AND FAMILY WELFARE DEPARTMENT UNDER GOVERNMENT OF WEST BENGAL.”** HEREINAFTER REFERRED TO AS “PROJECT”. INFORMATION IS ALSO PROVIDED TO BIDDERS ON THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT AND ANY OTHER TERMS AND CONDITIONS SUBJECT TO WHICH SUCH INFORMATION IS PROVIDED.

THIS DOCUMENT IS NEITHER AN AGREEMENT NOR IS AN OFFER OR INVITATION TO ANY PARTY. THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE INTERESTED PARTIES WITH INFORMATION TO ASSIST THEM IN FORMULATION OF BID. THE INFORMATION IS GENERAL IN NATURE AND NOT INTENDED TO BE EXHAUSTIVE. BIDDERS ARE REQUIRED TO MAKE THEIR OWN INQUIRIES AND THEY SHALL BE DEEMED TO HAVE DONE SO AND NOT TO HAVE RELIED MERELY AND SOLELY ON THE INFORMATION PROVIDED IN THIS DOCUMENT.

THE INFORMATION PROVIDED IN THIS DOCUMENT IS NOT BINDING ON HITES, OR ANY OF THEIR AUTHORITIES OR AGENCIES OR ANY OF THEIR OFFICERS, EMPLOYEES, AGENTS OR ADVISORS.

HITES RESERVE THEIR RIGHT TO NOT TO PROCEED WITH THE PROJECT OR TO CHANGE THE CONFIGURATION OF THE PROJECT, TO ALTER THE TIMETABLE REFLECTED IN THIS DOCUMENT OR TO CHANGE THE PROCESS OR PROCEDURE TO BE APPLIED IN PLANNING/EXECUTION. THEY ALSO RESERVE THEIR RIGHT TO DECLINE TO DISCUSS THE PROJECT FURTHER WITH ANY PARTY SUBMITTING THE TENDER.

NO REIMBURSEMENT OF ANY KIND WILL BE PAID TO PERSONS OR ENTITIES SUBMITTING THEIR TENDERS/ BIDS.

General Tender Terms & Conditions for e-Procurement

This tender is an e-Tender and is being published online. The tender is invited in Two cover system from the registered and eligible firms through e-procurement portal of Government of India (<https://etenders.gov.in/eprocure/app>) Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in NIQ of this tender, published in <https://etenders.gov.in/eprocure/app>

The tendering process is done online only at the Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the tender document.

All bid documents are to be submitted online only and in the designated cover(s)/ envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.

The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and rejected.

Bidders are advised to go through “Bidder Manual Kit”, “System Settings” & “FAQ” links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.

Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.

Online Bidder registration process:

Bidders are required to register in the Government e-procurement portal, obtain ‘Login ID’ & ‘Password’ and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.

Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.

Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.

Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

The Bidder intending to participate in the bid is required to register in the e- tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/ She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.

Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.

Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

DVP (FMD)
HLL Infra Tech Services Limited
B-14 A, Sector 62 , Noida (U.P)

The bids shall be opened online at the Office of the DVP(FMD) in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at the same time and place.

More details can be had from the Office of the DVP(FMD) during working hours.

A firm/ bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

Joint ventures or Consortiums of two or more registered contractors are not permitted.

Online Tender Process:

The tender process shall consist of the following stages:

Downloading of tender document: Tender document will be available for free download on <https://etenders.gov.in/eprocure/app>. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.

Publishing of Corrigendum: All corrigenda shall be published on <https://etenders.gov.in/eprocure/app> and shall not be available elsewhere.

Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on <https://etenders.gov.in/eprocure/app>. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.

Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.

Opening of Financial Bids: Bids of the qualified bidder's shall only be considered for opening and evaluation of the financial bid, on the date and time mentioned in Para 2 of the NIT of this tender.

Documents Comprising Bid:

The First Stage (Pre-Qualification or Technical Cover based on 1 cover or 2 cover tender system):

Pre-Qualification or Technical proposal shall contain the scanned copies of the documents which have to be uploaded in the e tender portal:

The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.

The Second Stage (Financial Cover or as per tender cover system):

The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on the bidder's computer without changing file-name otherwise the price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

Tender Document Fees / E-tender processing fee

Tender processing fee

Tender processing fee and EMD as per the tender conditions shall be paid separately, thru RTGS/NEFT transfer in the following HITES A/c details:

Name of Beneficiary: HLL Infra Tech Services Ltd.

Bank : HDFC BANK LIMITED, SECTOR 18, NOIDA

A/c No. : 57500000119955

IFS Code: HDFC0000088

SUBMISSION PROCESS:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on <https://etenders.gov.in/eprocure/app> along with online payment of tender document fees. It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during the bid opening process.

NB: It is the responsibility of the tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

Deputy Vice President, FMD
HLL Infra Tech Services Limited
B-14 A, Sector 62 Noida

HLL INFRA TECH SERVICES LIMITED
B-14 A, SECTOR-62, NOIDA (U.P.)

NOTICE INVITING QUOTATION

Name of work : Providing Comprehensive Maintenance of Bio-Medical equipment at all the Medical Colleges & Hospitals, District Hospitals, Sub Divisional Hospitals, State General Hospitals, Block Primary Health Centers, Rural hospitals, Primary Health Centers, Sub Centers, Urban Primary Health Centre and other Health Units fallen in the Administrative Division of Health and Family Welfare Department under Government of West Bengal.

Earnest Money Deposit : Rs 1,20,00,000/- (Rs. One Crore Twenty Lakh only)

Bid to be submitted to : DVP (FMD) HLL Infra Tech Services
Limited, B-14 A, Sector- 62, Noida-201307

The Important dates relating to the tender are as follows:-

- | | |
|--|-----------------------|
| 1) Date of Issue of tender : | 16.03.2024 |
| 2) Date of Pre-bid Meeting: | 19.03.2024 at 3:00 PM |
| 3) Last date of submission of tender bids: | 22.03.2024 by 3:00 PM |
| 4) Date and time of opening of tender(s): | 23.03.2024 by 4:30 PM |

The bid to be submitted shall contain the following:

- a) Online Bid/offer as per the requirement of the Bidding Document duly signed and stamped on each page.
- b) **Tender Processing Fee Rs 20,000 + Gst@18% = Rs 23,600.**
- c) **Earnest Money Deposit for Rs 1,20,00,000/-** (Rs. One Crore Twenty Lakh only) by way of **DD drawn in favor of “HLL Infra Tech Services Limited” payable at Delhi/Noida or may transferred through bank account details provided in the EOI.** Tender not accompanied by Earnest Money will be rejected and such bidders shall not be allowed to attend the opening of tenders. HITES shall not pay any interest on EMD furnished.
- d) Schedule of Rates, duly filled in and completed in all respects, signed & stamped on each page. In this part of bid, the bidder shall not stipulate any conditions. There shall not be any overwriting.

- e) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the Price bid. Any condition if stipulated shall not be considered and this shall render the bid liable for rejection.
- f) HITES takes no responsibility for delay, loss or non-receipt of Bidding Document/ Bid sent by Post/ courier. Bid submitted via Fax/e-mail offers shall not be accepted.
- g) Pre-bid meeting will be held at HITES corporate office, NOIDA, following address may be noted-

HLL Infra Tech Services Limited
B-14 A, Sector 62 Noida
U.P. - 201307

1.0 SUBMISSION OF BID:

The Bid shall be submitted in the following manner in separately sealed envelopes duly superscripted:

PART I EMD

PART II FINANCIAL BID

1.1 **PART-I** of the bid shall contain the following:

- A Earnest Money Deposit of **Rs 1,20,00,000/- (Rs. One Crore Twenty Lakh only)**

1.2 **PART-II** of the bid shall contain the following:

- A Schedule of Rates, duly filled in and completed in all respects and signed & stamped on each page. In this part of bid, the bidder shall not stipulate any conditions. There shall not be any overwriting.

No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price Part of the bid. Any condition if stipulated shall be treated as null and void and shall render the bid liable for rejection

- 1.3 Earnest Money Deposit (EMD) mentioned above shall be in favour of HLL Infra Tech Services Ltd, in the form of bank demand draft. **Tender not accompanied by Earnest money will be rejected** and such bidders shall not be allowed to attend the opening of tenders. HITES shall not pay any interest on EMD furnished.
- 1.4 HITES reserve the right to assess Bidder's capability and capacity to perform the Contract by taking into account various aspects such as concurrent commitments, performance etc.
- 1.5 HITES takes no responsibility for delay, loss or non-receipt of Bidding Document/ Bid sent by Post/ courier. Fax/ e-mail offers shall not be accepted.

Eligibility Criteria

1. Should be empanelled with HITES for Bio-Medical Equipment Maintenance (BMEM) services.
2. The organization must be ISO certified. For calibration works the bidder should do it through NABL certified agencies. For carrying out quality assurance of radiology items the bidder should do it through AERB certified agencies. The certificates should be valid through last date of submission of tender.
3. Having BMEM Experience in West Bengal and having office in Kolkata.

2.0 . About the Project:

The WB Govt has entrusted HITES for providing Maintenance of Bio-Medical Equipment to all the Medical Colleges & Hospitals, Speciality hospitals, decentralized Hospitals, District hospitals, Sub Divisional hospitals, State General Hospitals, Block Primary Health centers, Rural hospitals, Primary Health centers and other Health Units fallen under Administrative Division under the Health and Family Welfare Department all over the State of West Bengal

Total Division-wise Inventory for in the State of West Bengal for which maintenance services are being requested & the cost Analysis is as under:

S. No.	Division Name	Asset Value (Rs. In Crores)
1	Presidency	965 Cr.
2	Burdwan + Jalpaiguri	510 Cr.
3	Total	1475 Cr.

3.0 GENERAL CONDITIONS OF CONTRAC

- 3.1. Bidders are advised to visit and examine the site surrounding & existing facilities before submitting the bid.
- 3.2. The scope of work for the service is enumerated in Annexure I
- 3.3. The bid will be valid at least for 60 days from the date of opening of bid.
- 3.4. Copy of empanelment letter issued by HITES Ltd. must be submitted along with the bid.
- 3.5. The entire WB is divided into above two zones: Zone-1 Presidency, Zone-2 Burdwan & Jalpaiguri.
- 3.6. It is mandatory for the ESPs to quote for both zones
- 3.7. ESP have to submit offers along with undertaking that they will fully comply with T&C mentioned in the TED of WB plus T&C given in this enquiry document of

HITES. ESPS are not supposed to give any counter conditions. Quote with counter conditions may be liable for rejection.

3.8. Work for the particular zone shall be awarded to the lowest Bidder

3.9. HITES reserves the right to negotiate the rate with the L1 bidder

3.10. HITES may negotiate the rate further if the state Govt. after receiving proposal from HITES negotiates and reduces the offered rates.

3.11. Bidder has to maintain its USP and what they can offer over and above as stated in the WB tender document.

3.12. Bidder has to provide a brief note on its price justification .

3.13. Bidder has to submit a power point presentation covering the following aspects:

- a) Ground facts of WB with respect to BMEM
- b) Findings of survey done by ESP
- c) Strength of ESP
- d) Modalities of carrying out the work by ESP
- e) Special Services offered by ESP with the scope given in the tender document
(Prepare Complete Chart).

3.14. The T&C mentioned in this enquiry of HITES will supersede the T&C in the TED of WB if it is in reference of same conditions)

3.15. Work will be awarded to selected ESP on back to back basis with similar responsibility risks and obligations. Work will be awarded on final T&C agreed with WB and further negotiations with HITES, if any.

3.16. The offer should be submitted in a sealed envelope super scribing "Biomedical Equipment Maintenance Services in the State of West Bengal"

The offer should be submitted in a sealed envelope super scribing **“Offer for Outsourcing Services for Bio Medical Equipment maintenance in the State of West Bengal”**.

4. Signing of Contract –

The successful tenderer shall be required to execute an Agreement in the Performa provided by HITES within 30 days from the date of receipt of the notice of acceptance of tender or letter of intent. In the event of failure on the part of the successful tenderer to sign the agreement within the above –stipulated period, the earnest money will be forfeited and the acceptance of the tender shall be considered as cancelled.

4.1. **Period of contract-** Shall be 04 (four) years from date of signing of agreement

which may be further extendable for 02 (two) years subject to satisfactory performance. Either party may terminate this agreement for reason by giving 06 (six) months calendar days prior notice.

5. The successful bidder with whom HITES enters into agreement for the services would be termed as Contractor.
6. The rates quoted should be on fixed rates during terms of contract.
7. The EMD of unsuccessful bidder/bidders will be refunded without any interest.
8. HITES reserves the right reject any or all bid without giving any reason.
9. All terms and conditioned mentioned / contained in the tender document published by Govt. of WB (Tender Ref. WBMSCL/NIT-586/2023 Date 30.09.2023) and subsequent amendments published thereafter shall be part of this NOQ and to be complied by the successful bidder without failure.
10. The Agency shall be solely responsible for the discharge of all legal obligations under various labor legislations as may be in force from time to time so far as the personnel engaged by him are concerned.
11. It shall be incumbent upon him to register himself with the concurrence labour department.
12. The personnel so engaged / to be engaged by the contractor shall at no point of time be deemed to been employees of HITES and there shall be no relations of employer and employee between HITES and the personnel so engaged/to be engaged by the contractor. These personnel shall neither have lien nor right of employment with HITES.
13. The contractor shall indemnify and keep harmless HITES for any claim by any employee of the contractor engaged by him under Workmen's Compensation Act, Employers Liability Act, or other Acts of like nature respectively, in force from time to time.
14. **Right of HITES to Forfeit Security Deposit-** Whenever any claim against the Contractor for the payment of sum of money arising out of or under this contract, HITES shall be entitled to recover such sum by appropriating in part or whole, the Security deposit of the contractor. In the event of the security deposit being Insufficient, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor under this or any other contract with HITES and should this be not sufficient to cover the recoverable amount the contractor shall pay to HITES on demand the balance remaining due. The security amount referred at S.No.2.25 will also have to be made good by the contractor till successful completion of the contract.
15. **Contractor's subordinate staff and their conduct.**

- (a) The contractor after the award of the work should name the person responsible for the work supervision, to which equipment and material if any, will be issued and to whom all instructions and notices can be issued.
 - (b) The contractor shall provide to the satisfaction of HITES sufficient and competent staff to supervise the execution of the contract.
 - (c) The contractor shall be responsible for the proper behavior of all the staff and shall exercise a proper degree of control over them and in particular and without prejudice, the contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interests of the community or
 - (e) If and when required by HITES all contractor's personnel entering upon the premises shall be properly identified by badges of a type acceptable to HITES which must be worn all times on the company and in proper uniform.
16. **Sub Letting of Work** – No part of the contract or share or interest there in shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any firms ,except in exceptional/ mandatory circumstances with due approval of HITES.
17. The contractor is liable to keep HITES indemnified for the losses / damages to the properties of client i.e West Bengal.
18. **Billing** – Payments shall be made on back-to-back basis after receiving the payment from the Govt. of West Bengal after due verification and submission of supportive documents.
19. **SECURITY DEPOSIT :-** 10% of asset value will have to be deposited as interest free Security Deposit in the form of DD/Pay order/ Bank Guarantee by the successful Bidder within 07(Seven) working days of Award of Contract. Validity of Bank Guarantee should be throughout the contract period initially for 4 (four) years.
20. **REFUND OF SECURITY DEPOSIT:** The security deposit will be refunded to the Bidder after sixty (60) days from the date of successful completion of the contract period.
21. **Taxes & Duties** – The contractor is liable for all taxes, duties and obligations Arising out of this contract and keep HITES fully indemnified in respect thereof. All statutory

deductions are applicable as per the prevailing rules.

22. The contractor is fully liable for compliance of all labour laws and keeps HITES indemnified in respect thereof.
23. **Termination** – This contract may be terminated by giving 3 month prior notice In writing to the other party or by efflux of time or upon determination by HITES at its sole discretion, for reasons, including but not limited to the contractor failing to perform its contractual obligation hereunder, the contractor becoming bankrupt/insolvent etc.
24. All payments shall be subject to deduction of TDS.
25. In case of dispute of any kind and in any respect whatsoever, the decision of CEO (HITES), shall be final and binding.
26. HITES reserves the right to obtain services of any number of Bidder enlisted for the purpose.
27. The HITES reserves the right to reject all or any of the offers or accept more than one offer.

The Above terms and conditions are acceptable to us and will be bidding on us.

Signature of the Authorized signatory: -----

Date: -----

Name, Address, Telephone numbers & Stamp of the firm.

ANNEXURE-I

3.0 SCOPE OF WORK

The following salient features of the contract are mentioned below for your taking necessary action:

A. Asset Tagging and Mapping:

- 1) Bar coding / QR coding/ Geo tagging of asset including IOT devices of all equipment should be completed within 75 days from the date of issue of the Award of Contract.
- 2) IVRS number and Web based call logging and app-based call logging system for Equipment Management Information System (EMIS) for maintenance of Biomedical Equipment in the Hospitals and Healthcare units should be developed by the service provider within 30 (thirty) days from the date of issue of the Award of Contract.
- 3) Provide Equipment Management Information System with a mobile application / Web application for real time tracking of all equipment, with concerned access to WBMSCL using login credentials. Further, a comprehensive dashboard representing the real time status of equipment under maintenance, which shall be visible to TIA / Govt. Health authority.
- 4) Service provider shall engage a 3rd party with the approval of WBMSCL/ H&FW Department/HITES for asset verification before submitting the final asset list to HITES.
- 5) Detailed Inventory of Medical Equipment earlier prepared by service provider for each Hospital would be cross checked and validated by the respective Superintendents / Bio-Medical Engineers of Districts / MSVPs of Medical Colleges for determination of the final value of the Contract.

B. Deployment of Manpower:

- 1) Scale of deployment of Bio Medical Engineers at facilities like MCHs, DHs, SGHs and SDHs should be site specific. Per 400 equipment the service provider should deploy 01 (one) biomedical engineer. The engineer should be posted as per hospital requirement.

Over and above each District level Hospital should have one should have one senior Biomedical Engineer posted at site.

- 2) The Bio medical Engineers) according to their posting will be held responsible for
 - a) Posted at the MCHs site: to pay visit at least thrice in a week in all the departments and during emergency call should be available within 1.5 hour and should submit a report (for all cases) to the concerned nodal officers / Head of the Department of that hospital.
 - b) Posted at the DHs, SDHs and SGHs site: to pay visit at least twice in a week in all the departments and during emergency call the BME should be available within 02 hours and should submit a report (for all cases) to the concerned nodal officers / Superintendent of those hospitals.
- 3) Onsite training (call log training & hands on training / orientation program) of the equipment to the suitable persons must be provided by the service provider as and when required.
- 4) For overall monitoring of all the "biomedical equipment and HR" engaged by the Agency, service provider should set up a Central "BMEM Control Room" at WBMSCL HQ with at least 06 (six) experienced biomedical engineers for 365 Days follow up. Out of 06 biomedical engineers 02 will be in senior position having similar experience of minimum 07 years in BME field. All software and hardware set up to be done and maintained by the Agency for the said control room.
- 5) The service provider should ensure that the responsible/ designated engineers under this project should be engaged full time and not be engaged/ deployed/ spared in any other project.

C. Establishment of Warehouse:

- 1) The service provider should have central warehouses stationed at North Bengal zone, Burdwan zone & Kalkata zone where the inventories of commonly used spare parts / accessories / consumables. In adequate number should be kept in stock. If the quality found substandard and found affecting patient diagnostic parameters then service provider will be held responsible and will be penalized accordingly on case-to-case basis.
- 2) The service provider must establish in-house service station at every facility from SGH level and above. However, if required in-house service station must be established in health facility below SGH level as per instruction of WBMSCL / H&FW Department.
- 3) The service provider should have adequate buffer inventory in all the 03 (three) zonal warehouses for the standby replacement until the main equipment becomes functional. The buffer inventory of critical care equipment (which is portable and does not require additional civil and electrical work) should be atleast 1% or one unit (whichever is higher) of the quantity of critical care equipment as per asset list. These include Critical / Important / Life Saving equipment or any other equipment as decided / directed by H&FW Dept. / Hospital Authority / WBMSCL. The Service provider will have to replace such biomedical equipment in case of any breakdown within 48 hrs.

D. Breakdown Maintenance, Preventive Maintenance & Device Calibration:

- 1) Service Provider should carry out the Preventive Maintenance activity quarterly basis and submit report duly signed by concerned health facility. For equipments where preventive maintenance is not required, service provider should submit report to WBMSCL.
- 2) The detailed health facility wise equipment inventory with its coding tagging/ barcode details and photograph will be fed into the application as the Master Data by the Service provider. The data will contain the list of the equipment facility-wise, Department where installed, status of the equipment, Bar code no and the status of Warranty/AMC/CAMC and value of the equipments.
- 3) Service provider shall replace all spares and accessories of any equipment required for resolving the complaint or for the satisfactory functioning of the equipment during the contract period.
- 4) The list of accessories, ancillaries and consumables required for the smooth running of each and every equipment should be vetted by WBMSCL in every 06 (six) months and same should be circulated to every healthcare facility for better understanding of the scope of the Service provider.
- 5) At least 95% for all medical equipment in Medical Colleges & District Hospitals and 90% for all medical equipment in other Healthcare units should be functional for 24x7, 365 days to be ensured by the Service provider otherwise the penalty will be imposed as per penalty clause.
- 6) At no point of time in a single breakdown, the response time should not be more than 48 hrs. for the remote facilities and 24 hrs. for the SGH or higher facilities respectively.
- 7) Scope of work-while managing the prescribed limits of downtime, the service provider shall ensure that at no point in time, any equipment is dysfunctional beyond 07 (seven) days of registering of the complaint at the user end. In case the equipment is dysfunctional beyond 07 (seven) days, the following penalty would apply to every extra day beyond 07 (seven) days.
 - a) Asset with value less than Rs. 10000 is not under scope of work of this tender.
 - b) For equipment whose declared asset value is above & equal to Rs. 10,000 but below Rs. 1,00,000- a penalty of Rs. 500/- every additional day beyond 7 days.
 - c) For equipment whose declared asset value is above & equal to Rs. 1,00,000 but below Rs. 10,00,000- a penalty of Rs. 1000/- every additional day beyond 7 days.
 - d) For equipment whose declared asset value is above & equal to Rs.10,00,000 - a penalty of Rs. 3000/- every additional day beyond 7 days.
- 8) The penalty for not rectifying any fault will be deducted in the subsequent quarterly payment, if stipulated preventive maintenance and calibration is not done for equipment, then 10% of the asset value for the particular defaulting equipment will be deducted as penalty at the end of the each contract year separately for preventive maintenance and calibration.

- 9) All historical calls (if any) should be closed within 03 (three) months. Category wise report of the machine should be completed and submitted as per format and duly signed by concerned authorities within 03 (three) months from the date of issue of the Award of Contract.
- 10) For any medical equipment that is already under any maintenance contract in the form of AMC/CAMC/reagent rental/Spares agreement directly with Government of West Bengal or installed under the warranty period, should not be covered under this contract but it should be tagged as zero asset value and the service provider should automatically enlist the item in your scope after expiry of such contract or warranty, as per the instruction of WBMSCL / Health Facility / Health & Family Welfare Department.
- 11) If any machine gets non-functional due to a particular spare part the following time bound protocol to be maintained –

Action	No. of Days
The engineers of the Service provider should identify the spare parts	within 02 (two days from the date of call logging
The engineers of OEM should visit the site	within 03 (three) days from the date of call logging
Service provider should issue P.O. copy	within 05 (five) days from the date of call logging
Service Provider should make the machine functional	within 07 (seven) days from the date of call logging

If the machine still remains non-functional even after 07 (seven days from the date of call logging, Service provider must provide suitable justification and necessary action will be taken as per penal provision.

- 12) The service provider should not use spares / any parts of any condemned machine of H&FW Department without permission of WBMSCL / Health facility / H&FW Department.
- 13) Maintenance activities conducted on all biomedical equipment inclusive of spare parts and accessories. To provide Calibration and Quality Assurance of equipment as per NABL / NABH / AERB guidelines. The calibration and A activity shall be undertaken by NABL / AERB approved agencies respectively.
- 14) For condemnation / dismantling / decommissioning / reinstallation of Radiological devices, approval from appropriate authority (AERB) must be taken and work be done as per guidelines issued by such appropriate authority.

E. Other Terms:

- 1) The service provider shall be responsible for dismantling, arrange relocation and reinstallation of the equipment intra-district, if required that should be done (if necessary), in presence of OEM as per the instruction of WBMSCL / Health Facility/Health & Family Welfare Department.

F. Agreement:

- 1) Validity of the agreement / agreement tenure should be 04 (four years from date of signing of agreement which may be further extendable for 02 (two) years subject to satisfactory performance. Either party may terminate this agreement for reason by giving 06 (Six) months calendar days prior notice.
- 2) During renewal / extension of agreement, service provider shall submit asset list during that period which should be assessed & verified by a 3rd party engaged from service provider's end with the concurrence of WBMSCL/ H&FW Department/HITES.
- 3) The service provider should mandatorily enter into back-to-back CMC agreement with OEM for equipment having asset value more than 10 lakh (and accordingly if necessary for asset value below Rs. 10 lakh) and for which there is no existing CMC agreement with OEM running at present. Denial on part of OEM must be reported to HITES/WBMSCL for further course of action.

HLL INFRA TECH SERVICES LIMITED
Noida- 201307 (U.P.)

INDEMINITY CLAUSE

If the Bidder fails to execute the order within the time prescribed for enter into contract so ordered or violates or infringes the existing rates as agreed to as mentioned in the work order, the Bidder shall and will indemnify the company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-performance of contract at agreed rate and terms and conditions within the time specified in the work order. The company will initiate legal action if the Bidder fails to execute the contract as per the schedule in the work order for the actual loss suffered. Responsiveness of the Bid shall be at the discretion of HITES.

Bid pronounced Non-Responsive by HITES shall be summarily rejected.

The decision of HITES will be final and no correspondence of this shall be entertained.

We have read and understood the above conditions and agree to abide by the same.

PLACE:

NAME AND SIGNATURE OF THE APPLICANT

DATE:

(WITH OFFICE SEAL)

HLL INFRA TECH SERVICES LIMITED
Corporate Office
Noida- 201307 (UP)

DECLARATION

We confirm that having read and understood all the conditions, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

SEAL OF THE APPLICANT

SIGNATURE

NAME AND ADDRESS OF APPLICANT

Annexure -A**UNDERTAKING**

We,having its office at, affirm as under:

1. We have submitted our EOI on HITES EOI No. for Strategic Partnership for Medical equipment Maintenance Services.
2. We confirm compliance with the scope, responsibilities and obligations as mentioned in EOI referred at 1 above and point no 3 of terms & conditions .
3. We undertake to form strategic partnership with HITES for doing medical equipment maintenance work for and / or we also undertake to take work from HITES if it is completely outsourced to us on back to back basis.
4. We undertake to take entire responsibility for entire scope of work, obligations, responsibilities, risks and penalties as mentioned in Tender and Any subsequent amendments/ work orders or any other responsibilities or penalties as imposed by Government of Madhya Pradesh during currency of contract or thereafter under the terms and conditions of the referred work.
5. We undertake to do the entire scope of work and other responsibilities as mentioned at point no. 4 above on back to back basis at a fee of% of assets value/scope of work or as will be assigned by Government of West Bengal.
- ~~6.~~ We also confirm that above percentage is an upper limit after bid submission and before the award of contract and we are willing to negotiate it to reduce downward on further discussion. After award of contract _____% or reduced fee will remain firm and fix till expiry of contract
7. We undertake to bear fully tender processing fee / EMD Money / Tender Fee /Tender Submission etc.

We further confirm that above document is a business understanding with HITES and is utmost confidential. We undertake not to disclose or share it with any other person other than the directors in our organization and with any other organization.

We also undertake to submit any other document, undertaking, affidavit as may be needed by HITES.

Signature.....

Name:

Designation:

Date:

FORM-A
FORM OF BID

To,

Deputy Vice President, FMD
HLL INFRA TECH SERVICES LTD.
B-14 A SECTOR 62
NOIDA, UTTAR PRADESH- 201307

1. Having visited the Site and examined the Terms of Reference and the terms of the Comprehensive Facility Management Services Contract attached thereto and the NIT for Providing Comprehensive Maintenance of Bio-Medical equipment in the state of West Bengal at _____ (Name of the work.). I / We the undersigned offer to provide Comprehensive Maintenance of Bio-Medical equipment in the state of West Bengal in conformity with the Terms of Reference and the terms of the Bio Medical Management Services Contract attached thereto.
2. I / We undertake, if our Offer is accepted, I / We shall commence the work within one week from date of Letter of Award and to complete the whole of the Work comprised in the Contract within the Time Schedules mentioned therein from the date of issue of the Letter of Award.
3. If my / our Offer is accepted, I / we will furnish a Bank Guarantee for Performance as security in Form B for the due performance of the Contract @ 10% of the finally accepted contract price (based on the quoted/negotiated percentage fee in the financial bid).
4. I / We agree to abide by this Offer for a minimum period of 90 days from the last date fixed for receiving the same and it shall remain binding upon us and offer may be accepted at any time before the expiry of this period or any extended period mutually agreed to.
5. I / We declare and confirm that no agent, middleman or any intermediary has been, or will be engaged to provide any services, related to the award of this Contract. I / We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the offer price does not include any such amount. I / We acknowledge the right of HITES that if it finds our declaration to the contrary it can declare our Offer to be non-compliant and if the Contract has been awarded to us then declare the same as null and void.
6. We accept all terms and condition of NIT.
7. I / We understand that HITES are not bound to accept the lowest or any offer received.
8. If my / our Offer is accepted I / we understand that I /we, am / are to be held solely responsible for the due performance of the Contract.

Dated this.....day of.....2023

Signature

Name..... in the capacity of duly authorized to
sign Tenders for and on behalf of..... Address
.....

Witness – Signature

Name

Address

Occupation

Note:

- i. The Appendix forms part of the Bid**
- ii. Bidders are required to fill up all the blank spaces in this form of Tender and Appendix.**

FORM- B**FORM OF PERFORMANCE SECURITY (GUARANTEE) BY BANK**

1. In consideration of the HLL INFRATECH SERVICES LTD (hereinafter called “HITES”) having agreed under the terms and conditions of agreement No..... dated made between and (herein after called “the said applicant(s)”) for the work (herein after called “the said agreement”) for compliance of his obligation in accordance with the terms and conditions in the said agreement.
2. We (indicate the name of the Bank) (herein after referred to as “as Bank) hereby undertake to pay to the HITES and amount not exceeding Rs..... (Rupees only) on demand by the HITES.
3. We (Indicate the name of the Bank) do hereby undertake to pay the amount due and payable under this Guarantee without any demure, merely on a demand from the HITES stating that the amount claimed is required to meet the recoveries due or likely to be due from the said applicant(s). any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees..... only).
4. We undertake to pay to the HITES any money so demanded notwithstanding any dispute or disputes raised by the applicant (s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. The payment made by us under this bond shall be valid discharge of our liability for payment to there-under and the applicant(s) shall have no claim against us making such payment.
6. We (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the HITES under or by virtue of the said agreement have been fully paid and it is claims satisfied or discharged or till Engineer-in-charge on behalf of the HITES. Certified that he terms and conditions of the said Agreement have been fully and properly carried out by the said applicant(s) accordingly discharges this guarantee.
7. We..... (Indicate the name of Bank) further agree with the HITES that he HITES shall have the fullest liberty without our consent and without affecting any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said applicant(s) from time to time or to postpone for any of the powers exercisable by the HITES against the said applicant(s) and to forebear or enforce any of the terms and conditions relating to the said agreement we shall not be relieved from our liability by reasons of any such variation or extension being granted to the said applicant(s) or for ay forbearance act or omission on that part of the HITES or

any indulgence by HITES to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effected or so relieving us.

8. The guarantee will not be discharged due to the change in the constitution of the Bank or the applicant(s).
9. We..... (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the HITES in writing.
10. This guarantee shall be valid upto Unless extended on demand by HITES. Notwithstanding anything mentioned above our liability against this Guarantee is restricted to Rs..... (Rupees.....only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under the Guarantee shall stand discharged.

DATED THE DAY OF 20....

FOR

(INDICATE THE NAME OF BANK)

FORM- C

FORMAT FOR EMD (BID SECURITY)

KNOW ALL MEN BY THESE PRESENTS THAT WE (NAME OF BANK) HAVING OUR REGISTERED OFFICE AT (NAME OF COUNTRY) (HEREINAFTER CALLED “THE BANK”) ARE BOUND UNTO PAY, HLL INFRA TECH SERVICES LIMITED, B-14 A SECTOR 62 NOIDA, IN THE SUM OF RS. _____ FOR WHICH PAYMENT WILL AND TRULY TO BE MADE TO THE SAID HITES, THE BANK BINDS ITSELF, ITS SUCCESSORS AND ASSIGNS BY THESE PRESENTS.

WHEREAS..... (NAME OF BIDDER) (HEREINAFTER CALLED “THE BIDDER”) HAS SUBMITTED ITS BID DATED _____ FOR “ PROVIDING COMPREHENSIVE MAINTENANCE OF BIO-MEDICAL EQUIPMENTS in the state of West Bengal.

AND WHEREAS THE BIDDER IS REQUIRED TO FURNISH AN IRREVOCABLE BANK GUARANTEE FOR THE SUM OF RS. _____ (RUPEES _____ ONLY) AS BID SECURITY AGAINST THE BIDDER’S OFFER AS AFORESAID.

AND WHEREAS _____ (NAME OF BANK) HAVE, AT THE REQUEST OF THE BIDDER, AGREED TO GIVE THIS GUARANTEE AS HEREINAFTER CONTAINED.

WE FURTHER AGREE AS FOLLOWS:

THAT CLIENT MAY WITHOUT AFFECTING THIS GUARANTEE GRANT TIME OR OTHER INDULGENCE TO OR NEGOTIATE FURTHER WITH THE BIDDER IN REGARD TO THE CONDITIONS CONTAINED IN THE SAID BID AND THEREBY MODIFY THESE CONDITIONS OR ADD THERETO ANY FURTHER CONDITIONS AS MAY BE MUTUALLY AGREED UPON BETWEEN CLIENT AND THE BIDDER.

THAT THE GUARANTEE HEREIN BEFORE CONTAINED SHALL NOT BE AFFECTED BY ANY CHANGE IN THE CONSTITUTION OF OUR BANK OR IN THE CONSTITUTION OF THE BIDDER.

THAT ANY ACCOUNT SETTLED BETWEEN CLIENT AND THE BIDDER SHALL BE CONCLUSIVE EVIDENCE AGAINST US OF THE AMOUNT DUE HEREUNDER AND SHALL NOT BE QUESTIONED BY US.

THAT THIS GUARANTEE COMMENCES FROM THE DATE HEREOF AND SHALL REMAIN IN FORCE TILL _____ (DATE TO BE FILLED UP)

THAT THE EXPRESSION ‘THE BIDDER’ AND ‘THE BANK’ HEREIN USED SHALL, UNLESS SUCH AN INTERPRETATION IS REPUGNANT TO THE SUBJECT OR CONTEXT, INCLUDE THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

THE CONDITIONS OF THIS OBLIGATION ARE:

IF THE BIDDER WITHDRAWS HIS BID DURING THE PERIOD OF BID VALIDITY, OR

IF THE BIDDER DOES NOT ACCEPT THE CORRECTION OF HIS BID PRICE AS CORRECTED BY THE EVALUATION COMMITTEE

IF THE BIDDER HAVING BEEN NOTIFIED OF THE ACCEPTANCE OF HIS BID BY CLIENT DURING THE PERIOD OF BID VALIDITY:

FAILS OR REFUSES TO FURNISH THE REQUIRED PERFORMANCE SECURITY FOR THE AMOUNT EQUAL TO 5% OF THE CONTRACT PRICE AND/ OR

- (i) FAILS OR REFUSES TO ENTER INTO A CONTRACT WITHIN 21 DAYS OF ISSUE OF LETTER OF AWARD BY HITES.
- (ii) WE UNDERTAKE TO PAY TO CLIENT (HITES) UP TO THE ABOVE AMOUNT UPON RECEIPT OF HIS FIRST WRITTEN DEMAND, WITHOUT CLIENT HAVING TO SUBSTANTIATE HIS DEMAND PROVIDED THAT IN HIS DEMAND CLIENT WILL NOTE THAT THE AMOUNT CLAIMED BY HIM IS DUE TO HIM OWING TO THE OCCURRENCE OF ANY ONE OR MORE OF THE CONDITIONS (A), (B), (C) MENTIONED ABOVE, SPECIFYING THE OCCURRED CONDITION OR CONDITIONS.

	SIGNATURE OF AUTHORIZED OFFICIAL OF THE BANK
SIGNATURE OF THE WITNESS	NAME OF OFFICIAL DESIGNATION
NAME OF THE WITNESS	STAMP/SEAL OF THE BANK
ADDRESS OF THE WITNESS	

FORM D
PROFORMA FOR AGREEMENT
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

CONTRACT AGREEMENT FOR THE WORK OF -----
DATED ----- BETWEEN M/S----- IN THE TOWN
OF

HEREINAFTER CALLED THE SERVICE PROVIDER (WHICH TERM SHALL UNLESS EXCLUDED BY OR REPUGNANT TO BE SUBJECT OR CONTEXT INCLUDE ITS SUCCESSORS AND PERMITTED ASSIGNS) OF THE ONE PART AND THE HLL INFRATECH SERVICES LTD HEREINAFTER CALLED THE HITES (WHICH TERM SHALL UNLESS EXCLUDED BY OR REPUGNANT TO THE SUBJECT OR CONTEXT INCLUDE ITS SUCCESSES AND ASSIGNS) OF THE OTHER PART.

WHEREAS

- a. THE HITES IS DESIROUS THAT THE _____ (NAME OF WORK) AT _____ SHOULD BE EXECUTED AS MENTIONED, ENUMERATED OR REFERRED TO IN THE TENDER DOCUMENTS INCLUDING PRESS NOTICE INVITING TENDER, OTHER DOCUMENTS, HAS CALLED FOR TENDER.
- b. THE SERVICE PROVIDER HAS INSPECTED THE SITE AND SURROUNDINGS OF THE WORK SPECIFIED IN THE TENDER DOCUMENTS AND HAS SATISFIED HIMSELF BY CAREFULLY EXAMINATION BEFORE SUBMITTING HIS TENDER AS TO THE NATURE OF THE SITE AND LOCAL CONDITION, THE QUANTITIES, NATURE AND MAGNITUDE OF THE WORK THE AVAILABILITY OF LABOUR AND MATERIALS NECESSARY FOR THE EXECUTION OF WORK, THE MEANS OF ACCESS TO SITE, AND THE ACCOMMODATION HE MAY REQUIRE AND HAS MADE LOCAL AND INDEPENDENT ENQUIRIES AND OBTAINED COMPLETE INFORMATION AS TO THE MATTERS AND THINGS REFERRED TO OR IMPLIED IN THE TENDER DOCUMENTS OR HAVING ANY CONNECTION THEREWITH, AND HAS CONSIDERED THE NATURE AND EXTENT OF ALL THE PROBABLE AND POSSIBLE SITUATIONS, HINDRANCES OR INTERFERENCES TO OR WITH THE EXECUTION AND COMPLETION OF THE WORK TO BE CARRIED OUT UNDER THE CONTRACT, AND HAS EXAMINED AND CONSIDERED ALL OTHER MATTERS, CONDITIONS AND THINGS AND PROBABLE AND POSSIBLE CONTINGENCIES, AND GENERALLY ALL MATTERS INCIDENTAL THERETO AND ANCILLARY THEREOF AFFECTING THE EXECUTION AND COMPLETION OF THE WORK AND WHICH MIGHT HAVE INFLUENCED HIM IN MAKING HIS TENDER.
- c. THE TENDER DOCUMENTS INCLUDING THE HITES'S PRESS NOTICE INVITING TENDER, RATES, GENERAL OBLIGATIONS, PERIOD OF COMPLETION OF WORK. LETTER OF ACCEPTANCE OF TENDER AND ANY STATEMENT OF AGREED VARIATIONS WITH ITS ENCLOSURES COPIES OF WHICH ARE HERETO ANNEXED FORM PART OF THIS CONTRACT THOUGH SEPARATELY SET OUT HEREIN AND ARE INCLUDED IN THE EXPRESSION CONTRACT WHEREVER HEREIN USED.

AND WHEREAS

THE HITES ACCEPTED THE TENDER OF M/S ----- (APPLICANT)

FOR THE ----- (NAME OF WORK) AT -----AND
 CONVEYED VIDE LETTER No.----- DATED ----- AT THE RATES STATED
 IN THE LOA FOR THE WORK AND ACCEPTED BY THE HITES (HEREINAFTER CALLED THE RATES)
 UPON THE TERMS AND SUBJECT TO THE CONDITIONS OF THE CONTRACT.

NOW THIS AGREEMENT WITNESSTH & IT IS HEREBY AGREED AND DECLARED
 AS FOLLOWS.

1. IN CONSIDERATION OF THE PAYMENT TO BE MADE TO THE CONTRACT FOR THE WORK
 TO BE EXECUTED BY HIM, THE APPLICANT HEREBY COVENANT WITH THE HITES THAT
 THE APPLICANT SHALL AND WILL DULY PROVIDE, EXECUTE, COMPLETE AND MAINTAIN
 THE SAID WORK AND SHALL DO AND PERFORM ALL OTHER ACTS AND THINGS IN THE
 CONTRACT MENTIONED OR DESCRIBED OR WHICH ARE TO BE IMPLIED AND THERE-FROM
 OR MAY BE REASONABLY NECESSARY FOR THE
 COMPLETION OF THE SAID WORKS AND AT THE SAID TIMES AND IN THE MANNER AND SUBJECT
 TO THE TERMS AND CONDITIONS OR STIPULATIONS MENTIONED IN THE CONTRACT, AND
2. IN CONSIDERATION OF THE DUE PROVISIONS EXECUTION OF THE SAID WORK, THE
 HITES DOES HEREBY AGREE WITH THE APPLICANT THAT THE HITES WILL PAY TO
 APPLICANT THE RESPECTIVE AMOUNTS FOR THE WORK ACTUALLY DONE BY HIM AND
 APPROVED BY THE HITES AT THE SCHEDULE OR RATES AND SUCH OTHER SUM
 PAYABLE TO THE APPLICANT UNDER PROVISION OF THE CONTRACT, SUCH PAYMENT TO
 BE MADE AT SUCH TIME IN SUCH MANNER AS PRESCRIBED FOR IN THE CONTRACT.

IT IS SPECIFICALLY AND DISTINCTLY UNDERSTOOD AND AGREED BETWEEN THE HITES
 AND THE APPLICANT THAT THE SERVICE PROVIDER SHALL HAVE NO RIGHT, TITLE OR
 INTEREST IN THE SITE MADE AVAILABLE BY THE HITES FOR EXECUTION OF THE WORKS
 OR IN THE BUILDING, STRUCTURES OR WORKS EXECUTED ON THE SAID SITE BY THE
 APPLICANT OR IN THE GOODS, ARTICLES, MATERIALS, ETC. BROUGHT ON THE SAID SITE
 (UNLESS THE SAME SPECIFICALLY BELONGS TO THE APPLICANT) AND THE APPLICANT
 SHALL NOT HAVE OR DEEMED TO HAVE ANY LIEN WHATSOEVER CHARGE FOR UNPAID
 BILLS WILL NOT BE ENTITLED TO ASSUME OR RETAIN POSSESSION OR CONTROL OF THE
 SITE OR STRUCTURES AND THE HITES SHALL HAVE AN ABSOLUTE AND UNFETTERED
 RIGHT TO TAKE FULL POSSESSION OF SITE AND TO REMOVE THE APPLICANT, THEIR
 SERVANTS, AGENTS AND MATERIALS BELONGING TO THE APPLICANT AND LYING ON THE
 SITE.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE-INTO SET THEIR RESPECTIVE
 HANDS AND SEALS IN THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED FOR AND ON BEHALF OF
 HITES

SIGNED AND DELIVERED FOR AND ON BEHALF OF
 THE APPLICANT

(HLL INFRA TECH SERVICES LTD)

(APPLICANT)

OFFICIAL ADDRESS

OFFICIAL ADDRESS

DATE
 PLACE

DATE
 PLACE

IN PRESENCE OF TWO WITNESSES

IN PRESENCE OF TWO WITNESSES

SIGNATURE

SIGNATURE

NAME

NAME

Form G**SELF-DECLARATION**

Undertaking (on duly notarized stamp paper) stating that your organization/company/firm has never been debarred/blacklisted by any Central or State Government Agency PSU/Government department and also your company/firm has not been convicted/penalized/debarred by any legal court in India. Undertaking also includes that company/firm has fully complied with all labor laws while also including the list of pending litigations (Last three years).

SIGNATURE OF THE AUTHORIZED
PERSON OF THE SERVICE PROVIDER

Part II

SCHEDULE OF REQUIREMENT AND PRICE BID

Sub: Providing Comprehensive Maintenance of Bio-Medical equipment at all the Medical Colleges & Hospitals, District Hospitals, Sub Divisional Hospitals, State General Hospitals, Block Primary Health Centers, Rural hospitals, Primary Health Centers, Sub Centers, Urban Primary Health Centre and other Health Units fallen in the Administrative Division of Health and Family Welfare Department under Government of West.

S NO	Bio Medical Equipment Maintenance in the state of WB	Cost in %	Cost in value (in Rs)	GST
1	Presidency Division			
2	Burdwan & Jalpaiguri Division			