



Notice Inviting e-Tender

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

Phone No (033) 40340307/412
E mail: procurement@wbmsc.gov.in

Procurement of equipment /item for the Sub-Centre(SC), Primary Health Centre(PHC), Block Public Health Unit (BPHU) and Urban Primary Health Unit (UPHC) of the State of West Bengal under 15th Finance Commission.

(Submission of Bid through *online*)

Bid Reference No.: WBMSCL /NIT-105/2023

Dated –27.02.2023

2nd call of tender no. WBMSCL/NIT-144/2022, dated: 12.04.2022; Digital Radiography (DR) machine; Schedule-V

1. West Bengal Medical Services Corporation Limited (WBMSCL) has been requested by Government of West Bengal to procure Medical equipments for different Sub-Centre (SC), Primary Health Centre(PHC), Block Public Health Unit (BPHU) and Urban Primary Health Unit (UPHC) of the Government of the State of West Bengal.
2. WBMSCL hereby invites bids from eligible and qualified Tenderers for the supply and commissioning of equipment as per Schedule of Requirement.
3. Intending Tenderer may download the tender document from the e-tender portal of Govt. of West Bengal at wbtenders.gov.in and the website of WBMSCL at www.wbmsc.gov.in. The submission of bids should be through online at wbtenders.gov.in/ offline in sealed envelope at WBMSCL office. Earnest money to be drawn in favor of 'West Bengal Medical Services Corporation Limited' through online issued from any scheduled bank payable at Kolkata.
4. Non statutory documents, Bid – A, Bid – B & Bid – C are to be submitted concurrently.

Sd/-
Managing Director,

Table for Important Dates

Sl.	Items	Publishing date(s)
1.	Date of uploading of N.I.T. Documents (online)/ Date of Issue	02.03.2023
2.	Documents download start date (Online)	02.03.2023
3.	Date of Pre bid Meeting with the intending Tenderers in the Conference Hall of West Bengal Medical Services Corporation Limited	13.03.2023 at 12:00 Noon
4.	Bid submission start date (On line)	16.03.2023
5.	Documents download end date (Online)	N.A.
6.	<p>Bid submission closing (On line)</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 (BOQ and the Statement of Breakup of Duties and Taxes & Prices of consumables, spares etc.)</p> <p>Detailed list of documents annexed at Section V Check-List Form</p> <p>Non-statutory document (document uploaded in <u>My Space</u>), Bid – A & Bid – B constitute the technical bid and Bid – C is the financial bid.</p> <p><i>Any wrong or misleading information provided by the Tenderer during submission of bids shall lead to summary cancellation of bid and may lead to blacklisting in WBMSCL for at least 5 years.</i></p> <p>Each scanned documents should have an index page indicating the name of the documents enclosed with Page no.</p>	24.03.2023 at 05:00 PM
7.	<p>Last date of submission of:</p> <p>i) Earnest Money Deposit (Copy of the receipt of online submission of EMD)</p> <p>ii) Hard copies of the documents uploaded in e-tender during bid submission. No BOQ to be submitted in hard copy.</p> <p>N.B.:</p> <p>1) All the above documents are to be submitted at the registered office of WBMSCL.</p> <p>It is essential that all documents in hard copy are to be placed before the Committee and arranged in the same sequence as given in the Check List. All the documents should be appropriately flagged.</p>	24.03.2023 up to 05:30 PM
8.	Bid opening date for Technical Proposals (Online)(Bid A & B)	27.03.2023 after 12:30 PM
9.	Bidders to remain present at WBMSCL office, Kolkata for identification of the documents for the technical bid evaluation	To be notified later
10.	Functional demonstration of the equipment	As per the notification to be published by WBMSCL
11.	Submission of non-statutory Wanting document (if any)	To be notified later
12.	Opening of Financial Bid	To be notified later

Section I: Instructions to Tenderers

A. Important information at a glance

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

1. Tender Schedule Details

ITEM	QTY	Warranty
Digital Radiography (DR) machine	76	3 Years

2. Tender Fees : Exempted

3. Earnest Money Deposit (EMD) (E)

Item	Amount In Lakh INR	Instrument
Digital Radiography (DR) machine	5.00	Online
	33.00	Offline (In the form of Bank Guarantee in original) as per Form 5 valid for 1 year

4. Annual Turnover requirements: (E)

The Tenderers should have annual sales turnover (i.e. total turnover of the company) of minimum on an average of last three financial years (2019-20, 2020-21 & 2021-22) as certified by Chartered Accountant/ Cost Accountant with UDIN as mentioned in the table below:

ITEM	Annual Turnover in Crore Rs.
Digital Radiography (DR) machine	50.0

5 (a) Time for Supplies & Commissioning of work from the date of issuance of Award of Contract

ITEM	Time
Digital Radiography (DR) machine	90 days from date of issue of Work Order/ Requisite power supply at the designated site, whichever is later

5 (b) Payment Terms

Medical equipments for SC, PHC, BPHU and UPHC
<p>General Terms</p> <p>(i) The payment to manufacturing company or its subsidiary in India will be made under Delivered Duty Paid contract.</p> <p>(ii) The Tenderers should only quote in INR.</p> <p>II. Payment terms for Manufacturer/Indian Distributor</p> <p>A. 80 % of the Basic Price of the Equipment along with applicable GST shall be paid after delivery and furnishing of Consignee Receipt Certificate (CRC) as per Format 3a.</p> <p>B. Remaining 20% of the Basic Price of the Equipment along with applicable GST shall be paid after successful installation, commissioning and initial end user training by the authorised service team of the supplier and furnishing of Satisfactory Installation Certificate (SIC) as per Format 3b. The SIC shall be signed by the facility / end user or issued after joint certification by authorised official(s) from WBMSCL and the facility/ end user.</p> <p>Note:</p> <p>Submission of required Performance Bank Guarantee and signing of Agreement are mandatory for the processing of any Payment.</p> <p>Basic Price of Equipment(s) includes value of goods, accessories & ancillaries, freight charges, installation, commissioning, end user training as many number of times as required during the period of warranty and any other charges as applicable excluding GST. Applicable GST will be paid extra.</p>

6. Performance Security (PS)

(In the form of unconditional and irrevocable Bank Guarantee)

Medical equipments for SC, PHC, BPHU and UPHC
3% of the Bid Value (Validity should be till the completion of Warranty + 60 days).

7. Who can Bid (E)

Medical equipments for SC, PHC, BPHU and UPHC
a) Manufacturing Company or its subsidiary in India. Or b) Manufacturer's Authorized Distributor or Business Partner or Agency
All the categories of the bidders should agree to remain responsible for providing Comprehensive Maintenance Services (including all spares) and consumables for the entire useful life of the Equipment during warranty and after expiry of the Warranty Period.

8. Service Up time in Warranty

Medical equipments for SC, PHC, BPHU and UPHC
Working condition for a minimum period of 354 days out of a period of 365 days. (i.e. 97% uptime)
The response time to any fault should be not more than 6 hrs after call is logged. Call Log by E-mail/Fax. Time for rectification should not be more than 48 hours.
Maximum Downtime allowed without penalty: 72 hours. In case equipment is not useable beyond the stipulated maximum down time the supplier will be required to install alternative equipment for providing uninterrupted service.
Penalty beyond 72 hours downtime & if standby unit is not provided: Rs. 500 per 24 hours per machine

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

Medical equipments for SC, PHC, BPHU and UPHC
The percentage of 0.5% of the Invoice price for each week or part thereof, of delay until actual delivery or performance, up to a maximum deduction of 5% of the Invoice price.

10. Experience and Technical Capacity (E)

Medical equipments for SC, PHC, BPHU and UPHC
The manufacturer whose product is offered by the Tenderer must have commissioned at least 3(three) units of the offered/similar model which are functioning satisfactorily as on the date (s) of physical inspection& functional/working demonstration. At least 1(one) machine out of the 3(three) should be installed in India.
The offered equipment must be from manufacturing unit having the ISO quality certification. The certificate must be valid and issued by an internationally recognised inspection company.
Tenderers shall invariably furnish documentary evidence / Client's certificate of at least 3 (three) users of the quoted model in support of the satisfactory operation. At least 1(one) certificate out of the 3(three) should be from healthcare facility in India.
Confirmation from manufacturer of the offered equipment that all the facilities exist in his factory for inspection and testing and these will be made available to WBMSCL or his representative, if inspection is considered necessary.

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

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

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

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

Bidders should upload valid registration certificate / document issued by Government authority in support, if aforesaid exemption has been applied for. Any bid without EMD is liable to be cancelled, if requisite document in support of availing such exemption(s) is not submitted.

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

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

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

Note 3: Service Centres

- Preferably at Kolkata

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

13. General Instructions

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

B. General

14. Scope of Bid

- 14.1 The type of goods and related services to be purchased is: **Supply & Commissioning of Medical equipment for SC, PHC, BPHU and UPHC of the Govt. of West Bengal** as per the Schedule of Requirements.

15. Source of Funds

- 15.1 Funds received from the **Department of H & FW**, for the procurement of different equipment to be used for **SC, PHC, BPHU and UPHC** on behalf of the **Department of H & FW**.

16. Fraud and Corruption

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

17. Eligible Tenderers

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

18. Eligible goods and related services

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

C. Contents of Bidding Documents

19. Sections of Bidding Documents

19.1 The Bidding Documents consist of:

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

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

19.3 Tenderers are cautioned to read the specifications carefully (see Section IV - Schedule of Requirements), as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Tenderers are encouraged to advise WBMSCL, if they disagree.

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

20. Clarification of Bid Document

20.1 A prospective Tenderer requiring any clarification of the Bidding Documents shall contact WBMSCL in writing at procurement@wbmsc.gov.in

21. Amendment of Bid Document

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

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

D. Preparation of Bids

22. Tenderers are to prepare and submit the following:
- i) Non statutory documents to be submitted under My Space
 - ii) BID – A (Should be in multiple page single PDF file)
 - iii) BID – B (Should be in multiple page single PDF file)
 - iv) BID – C (BOQ, the Statement of Breakup of Taxes & Duties and Cost of Consumables & Spares)

Details are given in “Submission and Opening of Bids”

23. **Cost of Bidding**

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

24. **Language of Bid**

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

25. **Alternative Bids**

Alternative Bids will not be accepted.

26. **Bid Prices**

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

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

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

27. **Currencies of Bid**

The Tenderer shall quote in INR only.

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

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

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

As per Form 1: Check-List of Section V of the bid document.

30. **Period of validity of Bids**

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

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

- 31. Period of validity of the bid price:**
The bid price shall remain valid for a period of **2 (two)** years from the date of opening of financial bid.
- 30. Earnest Money Deposit (EMD):**
- 30.1 The EMD shall be paid online, in favour of **“West Bengal Medical Services Corporation Limited”, GN-29, Swasthya Bhawan, Sec-V, Salt Lake, Kolkata- 700091** in the amount as provided in the **Schedule of Requirements** and denominated in INR.
- 30.2 **Any bid not accompanied by a substantially responsive EMD in accordance with Instructions to Tenderers shall be rejected by WBMSCL as non-responsive.**
- 30.3 The EMD of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer’s furnishing of the Performance Security pursuant to Instructions to Tenderers
- 30.4 The EMD may be forfeited:
- (a) if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer on the Bid Submission Form, except as provided in Instructions to Tenderers; or
 - (b) if the successful Tenderer fails to:
 - (i) sign the Contract in accordance with Instructions to Tenderers;
 - (ii) furnish a Performance Security in accordance with Instructions to Tenderers ;
- 31. Signing of Bid –** The bid document should be digitally signed and uploaded on the E-tender portal.
- 32. Withdrawal, Substitution and Modification of Bids**
- 32.1 The bid once submitted cannot be withdrawn but prior to the deadline prescribed for submission of bids, a Tenderer may substitute, or modify its Bid after it has been submitted.
- 32.2 The objective of this bid is to ensure supply of best quality equipment at the most competitive price. If at any stage of the bidding, including at the stage of financial evaluation, it appears that the tendered rate is artificially hiked or is much lower compared to the prevailing market price and available rates of similar or identical composition with the government, WBMSCL reserves the right to cancel the bids.
- 33. Confidentiality**
Any effort by a Tenderer to influence WBMSCL in the examination, evaluation, comparison of the bids or contract award decisions may result in the rejection of its Bid.
- Notwithstanding Instructions to Tenderers from the time of bid opening to the time of Contract Award, if any Tenderer wishes to contact WBMSCL on any matter related to the bidding process, it should do so in writing.

E. Submission and Opening of Bids

34. The following are to be submitted:

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

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

Guidelines for uploading documents in My Document:

Sl. No.	Category Name	Sub - Category Name	Document Name
1	CERTIFICATES	CERTIFICATES	1. PAN Card 2. GST registration Certificate
2	COMPANY DETAILS	COMPANY DETAILS 1	a) License from Government/ Statutory Authority as applicable. OR b) Registration with the Registrar of Companies, if applicable.
3	CREDENTIAL	CREDENTIAL 1	Performance Statement Form (For the period of last three calendar years ending December 2022) - Form 7 of Section V Submitted document should be supported with 1. Work order / supply order copy 2. Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility / laboratory) against the work order OR Proof of payment against supply and installation against the work order that the bidder have supplied medical equipment in Hospitals in India during the last 3 (three) calendar Years
4	DECLARATION	DECLARATION1	Income Tax returns for assessment year (2020-21 and 2021-22)
		DECLARATION 2	Tender Form as per Form 1
5	EQUIPMENT	MACHINERIES 1	Manufacturer's Authorization (If applicable) as per Form 6 of Section V
		MACHINERIES 2	List of installations & commissioning of offered model. (self declaration)
6	FINANCIAL INFO	P/L & BALANCE SHEET 2020-2021	P/L & Balance sheet 2020-2021
		P/L & BALANCE SHEET 2021-2022	P/L & Balance sheet 2021-2022

(ii) Statutory Documents

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

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

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

1	Model of the equipment offered for (Self Declaration) with Technical Data Sheet
2	Comparative Data Table of the Technical Specifications (Form No. 4 of Section V)
3	1 set of Brochure of the offered product / model.
4	CE ("Conformité Européene") Certificate/ US FDA / BIS (as applicable as per technical specification) as applicable CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits as applicable
6	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2019-20, 2020-21 and 2021-22) (in INR) - to be certified by practicing Chartered Accountant as per format given in FORM 10
7	Form 11: Declaration of Quality Certification of Equipment (as applicable)

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

iii) **BID – C [Bill of Quantity (BOQ), the Statement of Breakup of Duties and Taxes and Cost of Consumables & Spares]**

BOQ shall contain the financial quotes in respect of **Basic Price of Equipment (BP)**

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

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

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

- (i) Breakup for Duties and Taxes (as per Form 8 of Sec V) for equipment.
- (ii) Cost of Consumables & Spares as per Form 9 (a) and 9 (b).

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

- The equipment including all other accessories, ancillaries as given in the specifications of the equipment including UPS, UPS Battery and furniture etc.
- Bidders must enter in to the CMC with WBMSCL directly / third party as authorized by H&FW Dept/ WBMSCL etc. Bidder must accept the same CMC rate, if the CMC is offered by the third party/WBMSCL then no escalation, no extra cost will be provided. If any bidder failed to execute the CMC with WBMSCL or third party (as authorized by WBMSCL or H&FW Department), WBMSCL may initiate legal action against the selected bidder. The selected bidder may be debarred to participate in the future tender.

- The execution of CMC of any equipment will be at sole discretion of the WBMSCL management.
- As per tender terms and condition third party items should be included within the CMC rate.
- **Breakdown Calls:** as many numbers as may be required to attend to resolve the complaint lodged by the end-users.
- **Preventive Maintenance:** The selected bidder should attend periodic planned preventive maintenances in the following manner:

Equipments	Mandatory preventive Maintenance Service (PMS) visit per year in warranty and CMC	Remarks
Digital Radiography (DR) machine	4	1. Supplier/ authorised service provider must attend all breakdown calls during warranty / CMC period. 2. The supplier should provide Preventive Maintenance Services (PMS) yearly / bi - yearly / quarterly in equal interval to fulfill the minimum number of mandatory PMS as recommended in the previous column during warranty / CMC period. 3. The procedure / checks of the preventive maintenances should be as per the guidelines prescribed in technical / service / operational manual of the original equipment manufacturer. Preventive Maintenance will also include testing, calibration, replacement of spare parts by new one, hardware / software upgradation and labour.

The cost for Year wise CMC charges after completion of 3 years warranty in percentage of the quoted price of the equipment in the BOQ to be paid to the selected bidder(s) in the manner as detailed in the table below:

ITEM	CMC charges in percentage(%) for Year1	CMC charges in percentage(%) for Year2	CMC charges in percentage(%) for Year3	CMC charges in percentage(%) for Year4	CMC charges in percentage(%) for Year5
Digital Radiography (DR) machine	3	3.25	3.5	3.75	4.0

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

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

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

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

- Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 10 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.
- The bidder has to provide full support including turnkey work and 3rd party items after the end-of-life of the equipment up to 3 years. If bidder cannot manage to provide the spare

parts, then CMC value in monetary terms must be discontinued and CMC may be refund prodata basis.

- If at any time it is found that the agency has been selected by quoting the same make & model of the equipment in the bid of any organization under Central/State govt. and continue their CMC support 10 years after the installation, then bidder has to extend the same service to WBMSCL for procuring the same machine before the Award of Contract issued in the present case. May be the age of the equipment supplied to WBMSCL more than (10+3) or 13 years.

N.B.

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

F. Evaluation and Comparison of Bids

35. Evaluation of Bids

(A) Technical Evaluation

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

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

Bidder has to comply with technical specifications except deviation(s) which will be considered minor and acceptable by the Experts to be engaged by WBMSCL. Bidders may have to arrange for a functional demonstration of the offered equipment, if desired by the Tender Inviting Authority (TIA).

A bidder will be considered technically qualified if, Comply with i) & ii) and qualify in iii) above

B. Financial Evaluation

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

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

36. Responsiveness of Bids

- 36.1 WBMSCL's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 36.2 A substantially responsive Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - (a) Affects in any substantial way the scope, quality, or performance of the goods and related services specified in the Contract; or
 - (b) Limits in any substantial way, inconsistent with the Bidding Documents, **WBMSCL's** rights or the Tenderer's obligations under the Contract; or
 - (c) If rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive bids.

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

- (d) During technical evaluation of bids (verification of formal criteria):
 - Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount or validity period.

- Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature in the key portions of the bid form,
 - The Tenderer does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc.
 - Specifications of the item quoted vary in one or more significant respect(s) from the minimum required Technical Specifications.
- 36.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by WBMSCL
- 37. Examination of Terms and Conditions and Technical Evaluation**
- 37.1 WBMSCL shall examine the Bid to confirm that it does not contain material deviation or reservation related to the conditions and requirements specified in the GCC of Section II, SCC of Section III and in the Schedule of Requirements of Section IV.
- 37.2 If, after the examination of the terms and conditions and the technical evaluation, WBMSCL determines that the Bid is not substantially responsive in accordance with Instructions to Tenderers, it shall reject the Bid.
- 38. Domestic Preference**
Companies based and manufacturing in India shall not be a factor in bid evaluation.
- 39. Financial evaluation**
The financial bids of only those bidders who qualify in the technical bids will be opened.
- 40. WBMSCL's Right to Accept Any Bid and to Reject Any or All Bids**
WBMSCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Tenderers.

G. Award of Contract

- 41. Award Criteria**
- 41.1 In the event of a Contract award, WBMSCL shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
- 41.2 Before the award of Contract, WBMSCL may inspect the manufacturing facilities of the lowest evaluated responsive Tenderer to assess his capability to successfully perform the Contract as per the terms and conditions specified in the NIT.
- 42. WBMSCL's right to vary quantities**
- 42.1 WBMSCL reserves the right to increase the quantity in case of need / or to decrease the quantity of goods and related services originally specified in Section IV, Schedule of Requirements, and without any change in the unit prices or other terms and conditions of the Bid Documents.
- 43. Publication of Award of Contract**
- 43.1 WBMSCL shall publish the Award of Contract in e-tender portal and its website wbmtenders.gov.in, www.wbmco.co.in, www.wbmco.gov.in, www.wbhealth.gov.in.
- 44. Signing of Contract**

44.1 Prior to the expiry of the period of bid validity, WBMSCL shall issue Award of Contract (AOC). The draft agreement will be sent to the successful Tenderer along with the AOC and Special Conditions for Goods, if any.

44.2 Within 14 (fourteen) days of receipt of the AOC, the successful Tenderer shall sign and return the agreement to WBMSCL along with the required value of Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL.

45. Performance Security

45.1 Within 14 days of receipt of the AOC from WBMSCL, the successful Tenderer, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL in accordance with the GCC, using for that purpose the Performance Security Form included in Section VI, Contract forms, or another Form acceptable to WBMSCL. WBMSCL shall promptly discharge the Bid Securities of the unsuccessful Tenderers pursuant to Instructions to Tenderers.

46. Failure of the successful Tenderer to submit the above-mentioned Performance Security in full or in

parts in the event of a staggered supply as decided by WBMSCL and sign the agreement within 14(fourteen) days of issue of AOC shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

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

Section II. General Conditions of Contract

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

1. APPLICATION AND LEGAL STATUS OF THE PARTIES:

The General Conditions Of Contract incorporated in section –II shall be applicable for the purchase and / or supply of Blood Storage Units in the hospitals and medical Colleges of the Government of West Bengal and to the extent the same are not superseded by the Special Conditions Of Contract prescribed under section III, section IV or Schedule of Requirement of this document.

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

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

2. DEFINITIONS:

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

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

3. CONTRACT PRICE;

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

4. PACKAGING OF THE GOODS:

- 4.1 The SECOND PARTY shall package the Goods for delivery with the best materials that are adequate to safeguard the Goods while in transit and with all due care and according to the highest standards of export packaging for the type and quantities of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as

customarily done in the trade and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by FIRST PARTY as well as such other information as is customary for the Goods in question. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt, precipitation and open storage. The SECOND PARTY shall have no right to any return of the packing materials.

5. TRANSPORTATION AND FREIGHT:

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

6. DELIVERY OF GOODS:

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

7. INSPECTION OF THE GOODS:

7.1 All goods may be subjected to inspection and testing by FIRST PARTY or its designated representatives at all times and places including the period of manufacture and in any event prior to final acceptance by FIRST PARTY.

7.2 Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the SECOND PARTY of any of its warranties or the performance of any obligations under the Contract.

7.3 For goods supplied from within or outside India.

a) For goods supplied from within or outside India, Purchaser retains the right to perform pre-shipment inspection at the manufacturer's premises and an independent quality control laboratory testing **at its own cost.**

b) The Purchaser will retain the right to perform further inspections and quality testing at any time till the satisfactory installation of Goods, as it deems fit, **at its own cost.**

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

8. ACCEPTANCE OF GOODS:

Under no circumstances shall FIRST PARTY be required to accept any goods that do not conform to the specifications of or requirements of the Contract. FIRST PARTY

may condition acceptance of the goods upon the successful completion of acceptance tests, as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall FIRST PARTY be obligated to accept any goods unless and until FIRST PARTY has inspected the goods following commissioning of the goods in accordance with the requirements of the Contract. The goods shall be deemed to be accepted only after FIRST PARTY provides written acceptance.

9. REJECTION OF GOODS:

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

10. TITLE:

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

11. PERFORMANCE SECURITY:

11.1 Within 14 days of receipt of the AOC from WBMSCL, the successful Tenderer, if required, shall furnish the Performance Security in full or in parts in the event of a staggered supply as decided by WBMSCL as **per table 6, Performance Security (PS) at Section I: Instructions to Tenderers under sub-section A. Important information at a glance** for an amount of 10% of the Contract Price (bid value)in full or in parts, valid up to 60 days after the date of completion of all contractual obligations, till the last date of warranty obligations.

11.2 Banks issuing Performance Securities must be acceptable to the FIRST PARTY, i.e. they have to be scheduled commercial banks.

11.3 Discharge of the Performance Security shall take place upon expiry of the Performance Security or the completion of all contractual liabilities of the Supplier as per as per table 6, Performance Security (PS) at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.

11.4 In the event of any amendment issued to the Contract, the Supplier shall, within 14 (fourteen) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.

12. WARRANTIES:

12.1 Goods Warranties:

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

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

- 12.1.2 If the SECOND PARTY is not the original manufacturer of the Goods, the SECOND PARTY shall provide FIRST PARTY with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided hereunder;
- 12.1.3 The Goods are of the quality, quantity and description required by the Contract;
- 12.1.4 The Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets.
- 12.1.5 Unless otherwise indicated in the Technical Specifications, this warranty shall remain valid for 1 (One) year after the Goods have been commissioned at the final destination indicated in the Contract subject to issue of certificate regarding date of commissioning issued by the consignee.
- 12.1.6 During the warranty, free comprehensive annual maintenance and repairs services including testing and calibration, labour and spares shall be provided by the supplier during the period of warranty.
- 12.1.7 If the Supplier, having been notified, fails to remedy the defect(s) within the stipulated period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 12.1.8 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods and services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.
- 12.1.9 The supplier shall be responsible and shall indemnify on account of any emission or radiation that may cause harm to the user of the supplied product.
- 12.1.10 The supplier shall visit each installation site as recommended in the manufacturer's technical/ service operational manual and as mentioned in the bid document during the warranty / CMC period for preventive maintenance.
- 12.1.10 The Goods shall be new and unused. The SECOND PARTY shall remain responsive to the needs of FIRST PARTY for any services that may be required in connection with any of the SECOND PARTY's warranties under the Contract. All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by the Consignee in accordance with the Contract. During any period in which the SECOND PARTY's warranties are effective, upon notice by FIRST PARTY that the Goods do not conform to the requirements of the Contract, the SECOND PARTY shall replace the defective Goods with Goods of the same or better quality or fully reimburse FIRST PARTY for the purchase price paid for the defective Goods; and if having been notified by any means, the SECOND PARTY fails to replace the defective Goods within 30 days, FIRST PARTY may proceed to take such remedial action as may be necessary, at the SECOND PARTY's risk and expense and without prejudice to any other rights which FIRST PARTY may have against the SECOND PARTY under the Contract. The reasonableness of the period of time granted for remedy is subject to the discretion of FIRST PARTY according to the circumstances of the Contract.

13. INDEMNIFICATION:

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

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

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

14. LIQUIDATED DAMAGES:

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

15. BLACKLISTING:

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

16. PENALTY FOR DEFAULT:

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

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

Nature of offence	Penalty to be imposed
Any wrong or misleading information provided by the Tenderer during submission of bids	a. Forfeiture of EMD b. May lead to blacklisting in FIRST PARTY for at least 5 years
Non execution of agreement within 14 days of issue of AOC	a. Forfeiture of EMD b. Blacklisting for 5 years in FIRST PARTY c. Blacklisting to be circulated to all procurement agencies throughout the country

Supplying refurbished goods instead of new	<ul style="list-style-type: none"> a. Termination of Contract. b. Blacklisting for life. c. Blacklisting to be circulated to all procurement agencies throughout the country. d. Forfeiture of the Performance Bank Guarantee. Lodging FIR.
Breach of Agreement	<ul style="list-style-type: none"> b. Termination of Contract. c. Blacklisting for life d. Blacklisting to be circulated to all procurement agencies throughout the country. e. Forfeiture of the Performance Bank Guarantee f. Lodging FIR

17. CCHANGES IN QUANTITY:

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

18. TERMINATION FOR CONVENIENCE:

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

19. TERMINATION FOR DEFAULT:

- 19.1 FIRST PARTY, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the SECOND PARTY, may terminate the Contract, in whole or in part if:
 - 19.1.1 The SECOND PARTY fails to deliver any or all of the Goods within the period specified in the Contract:
 - 19.1.2 The SECOND PARTY fails to perform any other obligation under the Contract;
 - 19.1.3 The SECOND PARTY, in the judgment of FIRST PARTY, has engaged in fraud and corruption, in competing for or in executing the present Contract;
 - 19.1.4 The SECOND PARTY attempts to offer any direct or indirect benefit arising from or related to the performance of the Contract or the award there of to any representative, official, employee or other agent of FIRST PARTY or any organization of Health & Family Welfare Department, Government of West Bengal;
 - 19.1.5 The SECOND PARTY is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

- 19.1.6 FIRST PARTY reasonably determines that the SECOND PARTY has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the SECOND PARTY to perform any of its obligations under the Contract.
- 19.1.7 Non-compliance of all statutory norms and applicable laws relating to the said contract will entitle FIRST PARTY to terminate the contract.
- 19.2 Upon occurrence of one or more of the events specified above, FIRST PARTY shall follow the procedure of issuing notice or show cause specifying the time frame and on being not satisfied with the explanation, be entitled to terminate the Contract immediately. The decision of FIRST PARTY shall be final and binding on the Tenderer.

20. CONSEQUENCES OF TERMINATION:

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

21. CONFIDENTIALITY:

- 21.1 FIRST PARTY and the SECOND PARTY, its agents, employees, sub-contractors and servants shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto, in connection with the Contract, whether such information has been furnished prior to, during or following competition or termination of the contract. Notwithstanding the above, the SECOND PARTY may furnish to its sub-contractor such documents, data and other information it received from FIRST PARTY to the extent required for the sub-contractor to perform its work under the contract, in which event the SECOND

PARTY shall obtain from such sub-contractor an undertaking of confidentiality similar to that imposed on the SECOND PARTY.

- 21.2 FIRST PARTY shall not use such documents, data and other information received from the SECOND PARTY for any purpose unrelated to the contract. Similarly, the SECOND PARTY shall not use such documents, data and other information received from FIRST PARTY for any purpose other than the performance of the contract.
- 21.3 The obligation of a party under the two foregoing paragraphs shall not apply to information that:
 - 21.3.1 Now or hereafter enters the public domains through no fault of that party;
 - 21.3.2 Can be proven to have been possessed by that party at time of disclosure and which was not previously obtained, directly, from the other party, or
 - 21.3.3 Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

22. FORCE MAJEURE:

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

majeure to perform its obligations and meet its responsibilities under the Contract, FIRST PARTY shall have the right to suspend or terminate the contract on the same terms and conditions except that the period of notice shall be seven (7) days. In any case, FIRST PARTY shall be entitled to consider the SECOND PARTY permanently unable to perform its obligations under the contract in the case of the SECOND PARTY's suffering any period of suspension in excess of ninety (90) days.

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

23. SOURCE OF INSTRUCTIONS:

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

24. BENEFITS, CORRUPTION AND FRAUD:

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

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

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

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

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

26. ASSIGNMENT:

- 26.1 The SECOND PARTY shall not, except after obtaining the prior written approval of FIRST PARTY, assign, transfer, pledge, or make any other disposition of this contract or any part hereof or of any of the SECOND PARTY's right or obligations hereunder, except with the prior written authorization of FIRST PARTY. The SECOND PARTY may assign or otherwise transfer the contract to the surviving entity resulting from a reorganization of the Party's operations.
- 26.2 Prior to the written approval of FIRST PARTY, the SECOND PARTY shall promptly notify FIRST PARTY of such assignment at the earliest opportunity subject to the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the contract and such writing is promptly provided to FIRST PARTY following the assignment or transfer and FIRST PARTY finds that the SECOND PARTYs has the financial and technical capacity as laid down in the tender document to carry out the assignment provided that:
- 26.2.1 Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and
- 26.2.2 Such reorganization arises from sale, merger, or acquisition of all or substantially all of the SECOND PARTY's assets or ownership interest; and
- 26.2.3 Such reorganization is not taking place with any of the Tenderer who had participated in the Tender or who will be deemed to have conflict of interest as defined in the tender documents process for the same tender.
- 26.3 However, should the SECOND PARTY become insolvent or should control of the SECOND PARTY change by virtue of insolvency, FIRST PARTY may, without prejudice to any other right or remedy, terminate this contract.

27. AMICABLE SETTLEMENT:

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

28. ARBITRATION:

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

29. COURT OF LAW:

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

30. QUALITY OF EQUIPMENT:

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

Section III. Special Conditions of Contract

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

SCC -1	GCC - 6	<p>Delivery of Goods shall be made by the SECOND PARTY in accordance with the Schedule of Requirement</p> <p>However, the FIRST PARTY may swap facilities between phases and/or substitute any facility by a new one if deemed necessary.</p> <p>The details of shipping and/or other documents, as applicable under I or II, to be furnished by the SECOND PARTY are:</p> <p>I. For Goods supplied from abroad :</p> <p>(A) Upon shipment, within 24 hours the SECOND PARTY shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the SECOND PARTY shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The SECOND PARTY shall first fax the above details and then send to the Purchaser, by courier, two sets of documents comprising one original and one copy of the following:</p> <ol style="list-style-type: none"> 1. Commercial invoice, indicating the West Bengal Medical Services Corporation Limited as the Purchaser on behalf of the National Health mission, West Bengal; the Contract number, Goods description, quantity, unit price and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal; 2. Negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the West Bengal Medical Services Corporation Limited as the Purchaser on behalf of the National Health mission, West Bengal and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements; 3. Packing list identifying contents of each package; 4. Manufacturer's Warranty Certificate covering all items supplied; 5. Manufacturer's Certificate of Origin covering all items supplied; 6. Original copy of the certificate of weight issued by the port authority/licensed authority and six copies; 7. Manufacturer will submit a pre-shipment advisory note to purchaser & consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee; 8. Acknowledgement of receipt of Goods by the Consignees, i.e.
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		<p>Consignment Receipt Certificate (CRC).</p> <p>The above documents shall be received by the 'Purchaser' at least 15 days before arrival of Goods at the port or place of arrival and, if not received, the SECOND PARTY will be responsible for any consequent expenses.</p> <p>II. For Goods from within India</p> <p>(A) Upon the delivery of the Goods, the SECOND PARTY shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising one original and one copy of the following:</p> <p>(i) Commercial invoice, indicating the West Bengal Medical Services Corporation Limited as the Purchaser on behalf of the National Health mission, West Bengal, the Contract number, loan number; Goods' description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</p> <p>(ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing the Purchaser as the West Bengal Medical Services Corporation Limited on behalf of the West Bengal Medical Services Corporation Limited and delivery through to final destination as stated in the Contract;</p> <p>(iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC);</p> <p>(iv) Packing list identifying contents of each package;</p> <p>(v) Manufacturer's or SECOND PARTY's Warranty certificate covering all items supplied;</p> <p>(vi) Manufacturer will submit a pre-shipment advisory note to purchaser & consignee at least 15 days prior to the scheduled delivery of the equipment at the door step of the consignee.</p>
SCC -2	GCC - 30	<p>Add clause 30- Payment Terms -</p> <p>As per table 5 (b) Payment Terms at Section I: Instructions to Tenderers under sub-section A. Important information at a glance.</p>

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

Section IV. Schedule of Requirements

Contents

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

1. List of Consignee

Sl No.	Description of Goods	District	Name of the ULB	UPHC Name	Qty.
1	Digital Radiography (DR) machine	Purba Burdwan	Katwa Municipality	Katwa UPHC-2 Bhagirathi Health Centre	1
2		Hooghly	Chandernagore Municipal Corporation	CHANDRRNAGORE, UPHC-1, B.K.G. SISHU HOSPITALHOSPITAL	1
3		North 24 Parganas	Bidhannagar Municipal Corporation	Saradapally UPHC-9	1
4		Cooch Behar	Coochbehar Municipality	UPHC-1	1
5		North 24 Parganas	Baranagar Municipality	UPHC1	1
6		Paschim Medinipur	Kharagpur Municipality	Girimaidan, Vidyasagar Abasan, UPHC- VI	1
7		Malda	English Bazar Municipality	UPSC-III, KANIR MORE	1
8		Purba Burdwan	Kalna Municipality	UPHC-1	1
9		North 24 Parganas	North Barrackpore Municipality	North Barrackpore UPHC 3 Monirampore HAU	1
10		North 24 Parganas	North Barrackpore Municipality	New Barrackpore UPHC 1 HAU I	1
11		North 24 Parganas	Bhatpara Municipality	UPHC -3 NANDLAL SUR PARK	1
12		North 24 Parganas	North Dum Dum Municipality	UPHC- 2	1
13		North 24 Parganas	North Dum Dum Municipality	UPHC- 3	1
14		Howrah	Uluberia Municipality	UPHC 3 , BAURIA	1
15		North 24 Parganas	South Dum Dum Municipality	UPHC 3	1
16		Nadia	Chakdah Municipality	Shakuntala PPHC-1	1
17		North 24 Parganas	Barasat Municipality	Dwijahari das colony uphc 2	1
18		North 24 Parganas	Barasat Municipality	Badu Hau UPHC 4	1
19		Purba Medinipur	Tamralipta Municipality	Tamralipta UPHC	1
20		South 24 Parganas	Budge Budge Municipality	Budge Budge UPHC 1, CUDP III	1
21		Jalpaiguri	Jalpaiguri Municipality	Jalpaiguri UPHC-2, Ward No.-15, Pandapara	1
22		Nadia	Krishnanagar Municipality	UPHC II	1
23		North 24 Parganas	Bidhannagar Municipal Corporation	Kestopur Samar Sarani UPHC 8	1
24		North 24 Parganas	Bidhannagar Municipal Corporation	polenite khasmahal uphc 1	1
25		North 24 Parganas	Baranagar Municipality	Uphc5	1
26		North 24 Parganas	Bidhannagar Municipal Corporation	Bidhannagar UPHC 10 Ward No. 21 Rajarhat Gopalpur Jyotinagar Jagatpur	1
27		Darjeeling	Siliguri Municipal Corporation	UPHC 09	1
28		Darjeeling	Siliguri Municipal Corporation	UPHC 07	1

Sl No.	Description of Goods	District	Name of the ULB	UPHC Name	Qty.
29	Digital Radiography (DR) machine	Paschim Burdwan	Durgapur MC	BIDHANPALLY UPHC-10	1
30		South 24 Parganas	Rajpur Sonarpur Municipality	UPHC 5	1
31		Birbhum	Bolpur Municipality	UPHC 1, Dharmarajtala, ward-17, Bolpur	1
32		Paschim Burdwan	Asansol Municipal Corporation	Asansol UPHC 15 Raniganj Ward No. 93 Tewari Para Egara	1
33		Paschim Medinipur	Midnapore Municipality	Medinipur UPHC 2 Ward No. 23 Narampur Saratpally	1
34		Paschim Medinipur	Ghatal Municipality	Ghatal UPHC 1 Ward No. 5 Gambhir Nagar	1
35		Purba Burdwan	Burdwan Municipality	Burdwan UPHC 1 WARD 6 Khalasipara health centre	1
36		Uttar Dinajpur	Raiganj Municipality	Mother Teresa Poura Swasthya Seva Kendra	1
37		Hooghly	Chamdpany Municipality	UPHC I	1
38		Nadia	Santipur Municipality	UPHC 1, Suraha Susatha Kendra	1
39		Hooghly	Arambagh Municipality	UPHC-1	1
40		Murshidabad	Jiaganj Azimganj Municipality	Jiaganj Azimganj UPHC 2	1
41		Howrah	Bally Municipality	UPHC-04 (Old HMC, UPHC-23)	1
42		Dakshin Dinajpur	Balurghat Municipality	Balurghat UPHC 1	1
43		Bankura	Bankura Municipality	UPHC 1	1
44		Hooghly	Hoogly Chinsurah Municipality	UPHC 2	1
45		Howrah	Howrah Municipal Corporation	UPHC 17	1
46		Howrah	Howrah Municipal Corporation	UPHC-13	1
47		Howrah	Howrah Municipal Corporation	UPHC 18	1
48		Paschim Burdwan	Asansol Municipal Corporation	UPHC 12 JAMURIA	1
49		Paschim Burdwan	Durgapur MC	PURSHA UPHC-09	1
50		Paschim Burdwan	Durgapur MC	Prantika UPHC-11	1
51		North 24 Parganas	Naihati Municipality	UPHC 2	1
52		Howrah	Howrah Municipal Corporation	UPHC 15	1
53		Hooghly	Sreerampore Municipality	UPHC-1	1
54		South 24 Parganas	Baruipur Municipality	Baruipur UPHC 1 Bishal akhi taka HAU Ward No. 16 Bishal akhi taka Sporting Club	1
55		South 24 Parganas	Maheshtala Municipality	UPHC-2, NAYANER CHARA GANIPUR	1
56		Darjeeling	Darjeeling Municipality	UPHC-2 Sagarmatha	1
57		Darjeeling	Darjeeling Municipality	UPHC-I, Ghoom Jorbunglow	1

Sl No.	Description of Goods	District	Name of the ULB	UPHC Name	Qty.
58	Digital Radiography (DR) machine	North 24 Parganas	Habra Municipality	UPHC 1, SUPERMARKET	1
59		North 24 Parganas	Gobardanga	Dr. Debendra Nath ghosh Diagnostic centre	1
60		Kolkata	Borough I	Kolkata UPHC 5	1
61		Kolkata	Borough II	Kolkata UPHC 12	1
62		Kolkata	Borough III	Kolkata UPHC 32	1
63		Kolkata	Borough IV	Kolkata UPHC 38	1
64		Kolkata	Borough V	Kolkata UPHC 40	1
65		Kolkata	Borough VI	Kolkata UPHC 46	1
66		Kolkata	Borough VII	Kolkata UPHC 66	1
67		Kolkata	Borough VIII	Kolkata UPHC 84	1
68		Kolkata	Borough X	Kolkata UPHC 81	1
69		Kolkata	Borough IX	Kolkata UPHC 79	1
70		Kolkata	Borough XI	Kolkata UPHC 104	1
71		Kolkata	Borough XII	Kolkata UPHC 101	1
72		Kolkata	Borough XIII	Kolkata UPHC 115	1
73		Kolkata	Borough XIII	Kolkata UPHC 120	1
74		Kolkata	Borough XIV	Kolkata UPHC 127	1
75		Kolkata	Borough XV	Kolkata UPHC 133	1
76		Kolkata	Borough XVI	Kolkata UPHC 143	1
Total					76

Please note:

- This list of consignee is indicative. Final consignee will be provided with the issuance of Award of Contract.
- The Consignee Receipt Certificate (CRC) will be issued to the Vendor within 72 hours of the delivery at the Consignee address

2. TECHNICAL SPECIFICATIONS

Digital Radiography (DR) Machine

A Digital Radiography System with 30KW or more High Frequency X-Ray Generator for General Radiography with single flat panel detectors of size 14''x 17''.

One Table bucky and one vertical bucky capable of taking the complete range of radiographic examinations with the following Specifications & Configuration must be available.

HIGH FREQUENCY GENERATOR:-

Generator should be of latest technology with high frequency offering 40 kHz or more X-Ray generator.

Power output of the generator should be 30 KW or more providing 350mA or more.

- Generator should offer 2/3 Point technique & user should have following parameters selection range.
 - KV range should be 40 to 125 KV.
 - mAs range should be 5 to 400mAs or more.
 - Exposure time should be 1ms to 5 secs or better.
- Generator offered should have auto calibration function as a standard feature.

CONTROL PANEL: -

Soft Touch Control Panel having following functions & indications should be provided. The panel can be supplied in Floor or Wall mount with Spill Proof design.

Following features should be available on the control panel.

- Machine ON/OFF Switch.
- Digital Display for display of X-ray parameters of KV & mAs. There should be option of selecting mA station.
- mA, KV & mAs increase and decrease switches.
- Tube focal spot selection Switch / automated.
- Ready and X-Ray on switch with Indicators
- Bucky Selection Switch.
- Self-diagnostic Program with Indicators for Earth fault error, KV error, filament error & Tube's Thermal Overload.
- Anatomical Programming radiography (i.e. APR) should be provided in which KV & MAS are automatically selected depending upon the physique of the patient and part of the body to be X-rayed.
- Anatomical Programming 200 programs or more.
- A dual action hand switch with retractable cord should be provided.

TUBE: -

- One No. Dual focus Rotating anode X-ray tube with Small Focus 1 mm or less & Large focus 2 mm or less

- Anode Heat storage capacity of the tube should be 140 KHU or more.
- One Pair of 6 meter H. V. cable.
- One No. collimator with auto shut off facility should be provided.

HV TANK: -

A very compact H.V. Tank filled with high dielectric transformer oil / solid state oil free type should be provided. The H.V. Tank should contain H.V. transformer, Filament Transformers, H.V. Rectifiers & H.V. Cable receptacles.

Tube Stand: -

Ceiling free stand with counter balanced tube head, ± 180 degree Rotatable mounted on floor rails for convenient movement should be provided.

Table:-

- Horizontal motorized table with 4 way movement should be provided.
- Transverse and longitudinal movements of the tabletop should be locked by electromagnetic locks.
- *Table should consist of Motorized reciprocating bucky with grid of Ratio 8:1, 85 lines/inches.*
- *The bucky should cover the entire length of the table & should be locked at any desired position by an electromagnetic Lock.*
- *The table top should be made of low radiation absorption, water proof material.*
- *Table accessories like stainless steel cassette tray, compression band should be provided.*
- *Bucky tray should have facility to accommodate cassette type wired cum wireless Flat panel detector.*
- *Offered table should have load bearing capacity of 150 kgs or more.*

Vertical Bucky Stand: -

- Vertical bucky stand with oscillating grid ratio of 8:1, 85 lines/inches to be provided.
- The bucky should move up & down and should have arrangements to be equipped with wired cum wireless Flat panel detector.
- The stand should be floor mounted type.

Flat Panel Detector (FPD with TFT technology): -

- Wire/Wireless Flat Panel Detector system (FPD) of Size 14"x17" or more should be offered. If detector is offered is wireless type, the bidder must supply 2 (two) sets of batteries along with detector.
- The Scintillator material of the detectors should be made up of Cesium Iodide and sensor with Thin Film Transistor (TFT) and Amorphous Silicon technology.
- The detectors should be capable of doing out of bucky radiography and also Lateral supine Radiography must be possible.
- The detector offered should have on board memory capable of storing up to 100 images.
- The detectors should have a minimum spatial resolution of 3 lp/mm or more.

- Detector array Size: Should be a minimum of 2.3K x 2.8K pixels or higher.
- Pixel Pitch: 150 microns or less.
- A to D conversion: 16 bits.
- The detector offered should be light in weight with less than 4 kgs, enabling ease of use for operations and easy positioning at the time of out of bucky exposures.
- Images pre-viewing should be available within 5 secs after exposure and the cycle time should be less than 12 seconds.
- Detector offered should be capable of handling 150 or more exposures or 5 hours of operation in single full charge.
- The detectors should have Automatic Exposure Detection as standard feature.
- The detectors should be able to work at normal room temperature and humidity. The detector system should not require frequent calibrations on daily start-up.

Image Processing Console cum workstation:

- The DR Console should be offered with Medical Grade monitor 19" or more.
- Windows and Level Adjustments
- Annotations must be possible
- Previews of images should be available in about 5 Sec or less
- Zooming, ROI, Image Cropping and grid removal function should be available.
- Soft tissue processing must be possible
- System should be offered with dedicated orthopedics measurement tools
- Should offer capability of local image storage
- Should be capable of connecting minimum of 2 Flat panels simultaneously
- Should be capable of connecting directly to the Dry Laser printer
- Should have capability to push images to location(s) of choice such as:
 - Workstations
 - PACS
 - External Storage Devices
 - DICOM Printer(s)

Accessories – To be offered as standard:-

Following accessories should be supplied with the machine at the time of installation.

- Light weight Lead Apron 0.5mm Pb equivalent– 2 No. each to be provided.
- 3 fold Lead Barrier 2.0 mm thickness along with lead viewing window (minimum 1ft x 1 ft.) – 1 No.
- Compatible Dry Laser printer 500 DPI (single tray) capable of accommodating all available film sizes for printing.
- 2 kVA or more online UPS for providing minimum 30 Mins power backup for Console & printer.

- Compatible voltage stabilizer to be supplied with the machine to run the entire machine if required (optional). The rate for Voltage stabilizer to be quoted in Form 8 separately.

POWER REQUIREMENT:

The unit should be operable on 3 Phase, 440Volts AC 50Hz with line resist less than 0.4 Ohms. Line Regulation $\pm 10\%$.

OTHER REQUIREMENTS:

- The X-Ray unit should be BIS/ European CE (4 digit notified body) /USFDA approved.
- The X-Ray unit must have AERB type approval.
- Easy availability of spares in India.
- Trained engineers to maintain and support the system.
- All specifications to be provided with original product data sheet.
- Offered system should have 3 years warranty from date of installation.
- The selected supplier should consider cost of 3000 pcs of films (10x12 inches) in the quoted rate.
- 50% of the required quantity of films (10x12 inches) should be supplied during handover/installation and remaining 50% to be supplied within 3 months.
- The selected supplier should supply readymade lead shielded door with frame in advance to the consignee location. The door should be of single leaf (4 ft clearance/opening)- lined with 2.0 mm lead. The frame also should be lined with 2.0 mm lead. The agency constructing the X-Ray room will install the door.
- The selected supplier should supply one console table (4 ft. x 2 ft.) and one chair
- Application for all types of license / certificate required for procurement as well as installation of the said equipment to be done by the selected vendor.
- Site layout for the each site of the DR machine to be prepared and uploaded in the Elora site by selected bidder with the help of end user.
- License for operation of the said equipment must be applied with the help of end user.
- Additional documents required, if any, for uploading/getting approval procurement license or license for operation of the said equipment to be provided by the selected bidder.
- During warranty and CMC period necessary QA certificate/ calibration certificate to be provided by the selected bidder and to be uploaded in Elora site.
- During supply of the entire machine factory report along with QA report to be done by selected bidder.
- Prospective bidders are requested to visit the individual site accordingly.
- If any minor modification/ requirement needed at the site bidder should borne the responsibility and cost for necessary modification. No other extra cost will be paid.

3. STANDARD REQUIREMENTS

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

i. QUALITY CERTIFICATION

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

ii. WARRANTY

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

iii. Labelling & Packing

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

- a. Procured by: WBMSCL Ltd.
- b. Serial Number:
- c. Toll Free No.:
- d. Mobile No.:
- e. Email:
- f. Facility Asset No.:
- g. Warranty upto:
- h. Contact detail of Supplier:

4. LIST OF RELATED SERVICES

i) Incidental Services

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

- (a) Performance or supervision of the assembly, installation and/or start-up of the supplied equipments
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied Goods along with each equipment
- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied equipments at the time of delivery
- (d) Successful tenderer shall be required to give an undertaking that suitable trained service engineers shall be posted at three places of West Bengal for providing prompt, effective and preventive maintenance during the period of warranty as defined as well as CMC period.

- (e) The Comprehensive maintenance Contract (Including Spare Parts)
 - (i) The Purchaser/ Consignees/ Government of WB, may, at his own and sole discretion enter into a Comprehensive Maintenance Contract (CMC) with the Supplier at the contracted price.
 - (ii) The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service operational manual, but at least once in three months during the CMC period for preventive maintenance.
- (f) Training of the Purchaser's personnel, on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Good. This must be carried out at the time of commissioning of Equipment.

ii) Availability of Spare parts

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

5. INSPECTIONS AND TESTS

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

Section V. Bidding Forms

FORM 1

Tender Form

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

Date:

Bid Reference No.:

Name of Contract: Supply & commissioning of Medical equipments for SC, PHC, BPHU and UPHC

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

Sir,
I/We, the undersigned hereby accept all the terms and conditions of the Bid Reference No.: **WBMSCL/NIT- /2023, Dated –** and its Amendments and Addendum thereto are read and accepted without any modification or condition(s). We now offer to supply and commissioning of equipment(s) for said facility of the Govt. of West Bengal in conformity with your above referred document.
We also

1. certify that:

- a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
- b) The offered products are in accordance with the required specifications and technical requirements
- c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 2 (Two) years from the date of opening of financial bid in accordance with the Bidding Documents. However, the prices quoted by us and accepted by WBMSCL shall hold good and remain valid for a period of **2(two)** years from the date of opening of financial bid and no additional claims will be made on account of any price variation or fluctuation in market rates. The rate quoted shall remain binding upon us and may be accepted at any time before the expiration of **2(two)** years.
- d) If our bid is accepted, we will submit a performance security within 14 (fourteen) days of issuance of Award of Contract (AOC) in the prescribed format as given in the bid document.

- e) Our company has been incorporated in accordance with the laws of India and governed by them.
- f) Our Company have commissioned _____ nos. of the offered model and providing necessary service support to the equipments.
- g) We have never been blacklisted by any Government Department/ Agency in India during last 5 years.
- h) There is no adverse report against the equipment offered by us in any Govt. institution.
- i) We will permit WBMSCL or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the WBMSCL.
- j) All the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, penalties shall be imposed in terms of the bid document.

2. understand that:

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

Enclose:

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

Name.....

In the capacity of.....

Signed

Date.....

Form 2: CHECK-LIST

[Please fill in and include with your Bid]

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

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

Note 3: The documents listed to be submitted online / offline during bid submission or else the bid would be liable to be summarily rejected.

Note 4: The bidders should also note that after opening of the technical bids, if any document other than those noted under note 3, is found wanting, WBMSCL shall reserve the right to allow late submission of such document in hard copies at its discretion within a specified time limit.

Non statutory documents to be submitted under My Document				
Sl. No.	Activity	Yes/No/NA	Page No in the Bid	Remark
1	PAN Card			
2	GST registration Certificate			
3	License from Government/ Statutory Authority as applicable OR Registration with the Registrar Of Companies, if applicable.			
4	Performance Statement Form (For the period of last three calendar years ending December 2022) - Form 7 of Section V Submitted document should be supported with 3. Work order / supply order copy 4. Proof of installation (Installation certificate / Service report duly signed by the hospital / healthcare facility / laboratory) against the work order OR Proof of payment against supply and installation against the work order that the bidder have supplied medical equipment in Hospitals in India during the last 3 (three) calendar Years			
5	Income Tax returns for assessment year (2020-21 and 2021-22)			
6	Tender Form as per Form 1			
7	Manufacturer's Authorization (If applicable) as per Form 6 of Section V			
8	List of installations & commissioning of offered model. (self declaration)			
9	P/L & Balance sheet 2020-2021			
10	P/L & Balance sheet 2021-2022			
BID - A				
Sl. No.	Activity	Yes/No/NA	Page No in the Bid	Remark

11	Earnest Money Deposit (EMD) (Copy of the receipt of online submission of EMD)			
BID - B				
Sl. No.	Activity	Yes/No/NA	Page No in the Bid	Remark
12	Model of the equipment offered for (Self Declaration) with Technical Data Sheet			
13	Comparative Data Table of the Technical Specifications (Form No. 4 of Section V)			
14	1 set of Brochure of the offered product / model.			
15	CE ("Conformité Européene") Certificate/ US FDA / BIS (as applicable as per technical specification) CE ("Conformité Européene") Certificate should be from EU Notified Bodies authorized to conduct audits			
16	Average Annual Turnover of the Company in medical equipment division during the last 3 Financial Years (2019-20, 2020-21 and 2021-22) (in INR) - to be submitted on company letter head as per format given in FORM 10			
17	Form 11: Declaration of Quality Certification of Equipment (as applicable)			

Form 3a: Consignee Receipt Certificate (CRC)

(To be issued by consignee's authorized representative)



West Bengal Medical
Services Corp. Ltd.

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

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

Form 3b: Satisfactory Installation Certificate (SIC)

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



West Bengal Medical
Services Corp. Ltd.

Bid Reference:

Award of Contract Reference:

Description of Equipment/Service:

Date of Commissioning:

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

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

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

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

The supplier has also submitted the following,

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

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

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

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

Signature with stamp:

Name (in Block) :

Designation :

P.T.O. →

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

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

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

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

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

Name (in Block):

Designation with Stamp:

Form 4: TECHNICAL SPECIFICATION FORM

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

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

Tender No. _____, dated-

Schedule No. ____ :

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

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

YES

NO

ANY DEVIATIONS MUST BE LISTED BELOW:

Form 5: BID SECURITY (BANK GUARANTEE) FORM

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

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

Beneficiary: _____ *[Name and Address of WBMSCL]*

Date: _____

BID GUARANTEE No.: _____

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

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

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

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

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

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

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

[Signature]

Form 6: MANUFACTURER'S AUTHORIZATION FORM

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

Date:
NIT No.:

To:
MD, WBMSCL

WHEREAS

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

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

Authorised Signatory of the Manufacturer _____
Name _____
Designation with stamp _____
Date _____

Form 7: PERFORMANCE STATEMENT FORM

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

Bid no: _____

Date of Opening: _____

Name of the Firm _____

Order placed by (Full address of purchaser)*	Date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Proof of Installation or Proof of Payment*
				As per Contract	Actual	

Signature and seal of the Tenderer

***Order copies to be submitted**

*** Proof of Installation or Proof of Payment to be submitted**

Form 8: STATEMENT OF BREAKUP OF DUTIES AND TAXES

Sl. No.	Particulars	Percentage	Price (In INR)
1	Basic Price of equipment		
2	Suitable Voltage stabilizer to run the entire machine		
3	Applicable GST		
Gross Price			

Form 9(a): PRICES FOR CONSUMABLES

Sl. No	Items	All inclusive cost of 1(one) number in INR + GST
1		
2		
3		
4		

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

Form 9(b): PRICES FOR SPARES

Sl. No	Items	All inclusive cost of 1(one) number in INR + GST
1		
2		
3		

Form 10: TURNOVER CERTIFICATE

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

Signature and seal of the company

Form 11: DECLARATION OF QUALITY CERTIFICATION OF EQUIPMENT

(to be on the company letter head)

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

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

DEPONENT"

Form 12: Basic information Form

ANNEXURE B

Basic information to be provided with the bid

1.1 Identity

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

1.2 Contact Person

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

Section VI. Contract Forms

Form 1: PERFORMANCE SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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